

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
May 17, 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.

- I.     Approval of Minutes - Regular meeting of April 19, 2005  
          Special planning meeting of April 25, 2005  
          Adjourned special planning meeting of April 26, 2005  
          Special joint meeting of May 3, 2005

II.    Chancellor’s Reports

A.     Communications

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

1.     “Administration of Oath of Office to Student Trustee” – Salvatore G. Rotella, Chancellor
2.     “Recognition of Women’s Basketball Team” – Dr. Linda Lacy, Vice Chancellor, Student Services/Operations
3.     “Recognition of Students in Free Enterprise, Norco Campus”– Dr. Brenda Davis, Provost, Nocro Campus
4.     “Higher Education in California: Opportunity or Crisis?” – Ms. Maricella Renteria, Community Organizer for Campaign for College Opportunity

- B.     Resolution Regarding California Highway Patrol Training Courses at Ben Clark Training Center – Resolution No. 37-04/05

- Recommend adopting a resolution granting permission to Palo Verde Community College District to offer courses in support of the California Highway Patrol Training Program.

**Recommended Action: Request for Approval**

C. Agreement with The Ferguson Group, LLC

- Recommend approving a contract to represent the District to obtain federal support and funding.

**Recommended Action: Request for Approval**

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

- Recommend approving the revised regulations.

**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) Contract Faculty

(b) Long-Term, Temporary Faculty, 2005-2006 Academic Year

(c) Special Assignments

(d) Part-Time Faculty, Hourly Assignments, Spring Semester 2005

(e) Part-Time Faculty, Hourly Assignments, Summer Intersession 2005

2. Academic Rank

3. Reassignment
4. Salary Reclassification
5. Request for Tenure
- b. Classified Personnel
  1. Appointments
    - (a) District
    - (b) Categorically Funded
    - (c) Short Term
    - (d) Temporary as Needed Student Workers
    - (e) Community Education Programs –  
Spring and Summer Semesters 2005
    - (f) Special Projects
  2. Professional Growth
  3. Request for Temporary Reduced Workload  
During 4/10 Work Schedule for Classified  
Bargaining Unit Employees
  4. Request to Adjust Effective Date
  5. Adjustment in Workload
  6. Request for Leave Without Pay for Bargaining  
Unit Employee
  7. Military Leave
  8. Separations

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

3. Annuities
  - Tax shelter annuities for employees, amendments and terminations.
4. Budget Adjustments
  - a. Budget Adjustments
    - Request approving various budget transfers between major object codes as requested by administrative personnel.
  - b. Resolution(s) to Amend Budget
    1. Resolution to Amend Budget - Resolution No. 35-04/05 2004-2005 Open Campus – Community Education Program
      - Recommend adopting a resolution to add income and expenditures to the adopted budget.
    2. Resolution to Amend Budget – Resolution No. 36-04/05 2004-2005 Child Development Training Consortium
      - Recommend adopting a resolution to add income and expenditures to the adopted budget.
    3. Resolution to Amend Budget – Resolution No. 39-04/05 Early Childhood Center Universal Access Playground
      - Recommend adopting a resolution to add income and expenditures to the adopted budget.
  - c. Contingency Budget Adjustment
    - Request approving a contingency budget transfer as presented.
5. Bid Awards
  - a. Award of Bid, Maintenance Agreement for Computer Equipment
    - Recommend awarding a bid for the maintenance of the District’s computer equipment.

- b. Reject Bids – Baseball Electronic Scoreboard, Riverside City Campus
  - Recommend rejecting all bids for the Baseball Electronic Scoreboard and authorizing the project is re-bid after revising the scope of the work to be performed.
- 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
  - a. Engagement as Legal Counsel – Burke, Williams & Sorensen, LLP
    - Recommend approving an agreement to provide legal services on an as needed basis.
- 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 April 30, 2005.

**Information Only**

V. Board Committee Reports

A. Academic Affairs and Student Services

1. Moreno Valley Campus
  - a. Affiliation Agreement with Shan Pai, M.D., J.C. Hodge, M.D., Linda Valley Care Center, Braswell's Colonial Care, Reche Canyon Rehabilitation and Healthcare Center, and Heritage Healthcare, Inc. (dba Heritage Gardens Healthcare Center)
    - Recommend approving agreements to provide training settings required of the physician assistants program to meet accreditation requirements.
  - b. Clinical Affiliation Agreement with Redlands Community Hospital
    - Recommend approving an agreement to provide training in clinical sites required by both physician assistant and nursing programs accreditation.
  - c. Amendment to Agreement with Valley Health Systems
    - Recommend approving an amendment to the agreement that requires a background check and orientation for EMS students prior to beginning their EMS experience at the facility.
  - d. Amendment to Agreement with Loma Linda University Medical Center
    - Recommend approving an amendment to the agreement that requires background checks of all EMS students prior to beginning their clinical rotation and practice at this facility.

**Recommended Action: Request for Approval**

2. Open Campus
  - a. Service Agreement with Altek Advertising Agency
    - Recommend approving the renewal of a service agreement providing marketing and business assistance services to the Office of Economic Development.
  - b. Agreement with March Joint Powers Authority
    - Recommend approving an agreement to lease the March Education Center.
  - c. Consultant Agreement Between Riverside Community College District and Michael Tooke

- Recommend ratifying an agreement for the delivery of instruction and facilitation to prepare students for the California State Electrician Certification Examination.

- d. Agreement with Riverside Unified School District
  - Recommend approving an agreement for the rental of the Gage Middle School Workshop Room for conducting Community Education woodworking classes.
- e. Agreement with Ed Tackett
  - Recommend approving an agreement for consultation and workshop presentations in conjunction with the previously awarded IDRC/CADM grant.

**Recommended Action: Request for Approval**

- 3. Agreement with Myron Dembo
  - Recommend approving an agreement to provide a staff development seminar.

**Recommended Action: Request for Approval**

- 4. Independent Living Skills/Emancipation Services Agreement with Riverside County Department of Public Social Services (DPSS)
  - Recommend approving an agreement services for transitional youth who are or were wards or dependents of the Juvenile Court and in out-of-home care in Riverside County.

**Recommended Action: Request for Approval**

- 5. Computing and Internet Policy and Regulations 3060, 4060, 6060 – Second Reading
  - Recommend approving the revisions to the regulations.

**Recommended Action: Request for Approval**

- 6. Performance Riverside

- a. Agreement with Dramatists Play Service, Inc.
  - Recommend approving an agreement for royalties and rental materials for the production “Quilters” by Performance Riverside.

- b. Agreement with MTI – Music Theatre International  
- Recommend approving an agreement for royalties and rental materials for the production of “Schoolhouse Rock Live!” by Performance Riverside.
- c. Agreement with Paul David Bryant  
- Recommend approving the agreement for direction and choreography for the production of “Ragtime” and “Broadway Musical #4” for Performance Riverside.
- d. Revised Agreement with 5<sup>th</sup> Avenue Theatre Association  
- Recommend approving the revision to an agreement for the transfer and use of only the set of 5<sup>th</sup> Avenue Theatre Association’s production of “A Funny Thing Happened on the Way to the Forum” for Performance Riverside.

**Recommended Action: Request for Approval**

7. Performing Arts

- a. Agreement with Robert Argueta  
- Recommend approving an agreement to provide services as the stage manager for the production of “And the World Goes ‘Round.’”
- b. Agreement with Aubrey Ball  
- Recommend approving an agreement to provide services as the costume coordinator for the production of “And the World Goes ‘Round.’”
- c. Agreement with Hilary Bauer  
- Recommend approving an agreement to provide services as a guest artist for the Summer Conservatory.
- d. Agreement with Scott Janssen  
- Recommend approving an agreement to provide services as the sound designer for the production of “And the World Goes ‘Round.’”
- e. Agreement with Anthony Loa



- Recommend approving an agreement to provide services as the choreographer for the production of “That’s Entertainment.”

- f. Agreement with Anthony Loa
  - Recommend approving an agreement to provide services as the choreographer for the production of “And the World Goes “Round.”
- g. Agreement with Music Theatre International
  - Recommend approving an agreement to provide royalty, rental and security fees for the license for a non-equity production of “And the World Goes ‘Round.”
- h. Agreement with Music Theatre International
  - Recommend approving an agreement to provide royalty, rental and security fees for the license for anon-equity production of “Godspell.”
- i. Agreement with Dan Blessinger
  - Recommend approving an agreement for performance as recording engineer for the RCC Vocal Jazz Ensemble.

**Recommended Action: Request for Approval**

8. Occupational Education

- a. Agreement with Judy Robb
  - Recommend approving an agreement to facilitate a two-day strategic planning session for the Desert Regional Consortium.
- b. Agreement with Higher Education Evaluation and Research Group (Norena Badway)
  - Recommend approving an agreement to facilitate a two-day workshop for the Desert Regional Consortium.
- c. Memorandum of Understanding with the Riverside County Economic Development Agency (EDA)
  - Recommend approving a modification to an existing MOU to provide additional funds for a one-time purchase of upgraded kitchen equipment.

**Recommended Action: Request for Approval**

9. Norco Campus
  - a. Use of Facilities – Norco High School  
- Recommend approving a facility use agreement to provide academic classes at Norco High School.
  - b. Agreement with California Department of Education, Nutrition Division  
- Recommend approving an agreement to provide reimbursement to the District for meals served during the Upward Bound Summer Program at the Norco Campus and at California State Polytechnic University, Pomona.
  - c. Agreement with 24 Hour Fitness Center  
- Recommend approving an agreement for facility use.

**Recommended Action: Request for Approval**

10. Agreement with Riverside Unified School District  
- Recommend ratifying an agreement for use of facilities for recreational and educational purposes due to construction of the football field, new track and practice field.

**Recommended Action: Request for Approval**

11. Agreement with Jennifer Vaughn-Blakely  
- Recommend approving an agreement to assist the Associate Dean for Early Childhood Programs in preparing a grant proposal.

**Recommended Action: Request for Ratification**

B. Planning and Development

1. 2007-2011 Five-Year Capital Construction Plan  
- Recommend approving the Five Year Construction Plan, Final Project Proposals, and Initial Project Proposal to be submitted to the State Chancellor's Office and hand carried to the meeting.

**Recommended Action: Request for Approval**

C. Personnel and Labor Relations (None)

D. Finance and Audit

1. Agreement with the Riverside County Superintendent of Schools  
- Recommend approving an agreement to provide the District with information technology support services related to the Riverside County Superintendent of Schools Galaxy and Automated Purchasing Systems.
2. Authorization to Encumber Funds – Resolution No. 39-04/05  
- Recommend adopting a resolution allowing staff to submit requisitions and the Purchasing Manager to issue purchase orders beginning in mid-June for the fiscal year 2005-2006.
3. Award of Bid, Maintenance Agreement for Voice and Data Cabling  
- Recommend awarding a bid for maintenance of the District's voice and data cabling.

**Recommended Action: Request for Approval**

4. CCFS – 311Q – Quarterly Financial Status Report for the Quarter Ended March 31, 2005  
- Informational report relative to the District's financial status report for the quarter ended March 31, 2005.

**Information Only**

E. Legislative (None)

- F. Board of Trustees Committee Meeting Minutes  
- Recommend receipt of Board committee minutes from the April 18, 2005 Academic Affairs and Student Services Committee, Personnel and Labor Relations Committee, Planning and Development Committee, and Finance and Audit Committee Meetings.

**Information Only**

VI. Administrative Reports

- A. Vice Chancellors
- B. Provosts
- VII. Academic Senate Report
- VIII. Business from Board Members
  - A. Update of Board Policy Manual Index (Section 2000), Regulations and Policies for Section 1000 – Board of Trustees, and Section 2000 – Organization
    - Recommend approving revision to policies and regulations to reflect the title change to Chancellor, the College reference to District, and a few other technical additions/corrections.

**Recommended Action: Request for Approval**
- IX. Comments from the Public
- X. Closed Session
  - A. Pursuant to Government Code Section 54957, Public employee discipline/dismissal/release.

**Recommended Action: To be Determined**
- XI. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF APRIL 19, 2005

President Takano called the regular meeting of the Board of Trustees to order at 6:00 p.m., in the Student Services Lobby, Norco Campus.

CALL TO ORDER

Trustees Present

Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano  
Ms. Gina Grace, Student Trustee

Trustees Absent

Ms. Kathleen Daley

Staff Present

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

Guests Present

Mr. Brad Neufeld, Attorney, Best, Best and Krieger  
Mr. Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen

2005 RCCD Athletic Hall of Fame Award recipient  
Frank Corral led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

AGENDA AMENDED FOR  
CHANCELLOR'S REPORTS

Dr. DiThomas recognized the exemplary efforts of Officer Sheri Corral with a Tiger Paw Pin for her courageous involvement with the rape arrest and care of the victim.

“Recognition of Chief Lee Wagner and College Safety and Police Department” –  
Dr. Debbie DiThomas,  
Associate Vice Chancellor,  
Student Services/Operations

Dr. Dariush Haghghat and Dr. Ward Schinke presented RCC's Model United Nations team who successfully participated in the National Model United Nations Competition in New York City in March 2005.

“Recognition of RCC's Model United Nations Team” – Dr. Ward Schinke,  
Assistant Professor, Political Science

Chancellor Rotella recognized Ms. MacDonald for her contribution and dedication to Community Action. Her name is to be engraved at the wall of honor dedicated to Community Action at the Johnson Presidential Library in Austin, Texas.

“Recognition of Chief of Staff Virginia MacDonald by Community Action” – Salvatore G. Rotella, Chancellor

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees accept the revised regulation procedures for first reading, amending items IX.D.2 to read: The District Chancellor will appoint a hearing panel of three (3) to five (5) members to conduct the hearing. and 3. Delete “If” and open the sentence with “When.” Motion carried. (4 ayes, 1 absent [Daley])

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

The Board adjourned to closed session at 7:55 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding property located at 3801 Market Street and 3892 University Avenue, Riverside; recommended action to be determined.

CLOSED SESSION

The Board reconvened to open session at 8:40 p.m., announcing no action taken.

RECONVENEMENT

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the regular meeting of March 15, 2005. Motion carried. (4 ayes; 1 absent [Daley])

MINUTES OF REGULAR MEETING OF MARCH 15, 2005

Ms. Grace, student trustee, reported on recent and planned ASRCC activities, including health concerns about the Tiger’s Dens at all three campuses. Dr. DiThomas indicated that she would be meeting with Ms. Grace, along with Assistant Food Services Director Mary Black, the following morning on the subject.

STUDENT REPORT

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

Action

Approve the listed academic and classified appointments, and assignment and salary

Academic and Classified Personnel

adjustments, amending the Request for Sabbatical Leave for Associate Professor, Speech Communication, Tammy DiBenedetto to 100% compensation; (Appendix No. 56)

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,833,515.28, and District Warrant Claims totaling \$5,793,219.36; (Appendix No. 57)

Approve amendment to employment contracts and terminations as listed; (Appendix No. 58)

Approve the budget transfers as presented; (Appendix No. 59)

Approve adding the revenue and expenditures of \$79,490 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution, contingent upon the Board of Trustees' approval of Board Report No. V-A-10;

Approve adding the revenue and expenditures of \$60,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$50,396 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$751 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$99,200 to the budget, and authorize the Vice Chancellor,

Purchase Order and Warrant Report – All District Funds

Annuities

Budget Adjustments

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

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

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

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

Resolution to Amend Budget – Resolution No. 32-04/05 2004-2005 John F.

Administration and Finance, to sign the resolution, contingent upon the Board of Trustees' approval of Board Report No. V-A-6-d;

Kennedy Middle College  
High School Curriculum  
Development Project

Approve the contingency budget transfers, by a two-thirds vote of the members, as presented; (Appendix No. 60)

Contingency Budget  
Adjustments

Award a contract to MODTECH for the purchase and installation of DSA approved modular buildings for the Bridge project, per the terms of the bid awarded by Coachella Unified School District, in accordance with Public Contract Code 20118 and 20652, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Award of Contract –  
Modular Buildings for  
Bridge Project

Award the bid for the Norco Early Childhood Playground equipment to Gotham Playground and Surfacing, in the amount of \$49,971, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Award of Bid – Early  
Childhood Playground  
Equipment, Norco Campus

Grant out-of-state travel as listed; (Appendix No. 61)

Out-of-State Travel

Approve the agreement with EarSay, Inc., for April 29-30, 2005, for an amount not to exceed \$3,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with EarSay,  
Inc.

Approve the agreement with OCE, North America, in the amount of \$755,799.60, plus taxes, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Lease Agreement with OCE  
– North America

Approve the contract authorizing the installation of the service meter for the Early Childhood Education Center at the Moreno Valley Campus, and authorize the Vice Chancellor, Administration and Finance, to sign the contact;

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



Declare the property listed to be surplus, find that the property does not exceed the total value of \$5,000, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 62)

Surplus Property

Permit the substitution of the chain link subcontractor, Fence Works with All Cities Enterprises, as the chain link subcontractor on the PE Complex Project, Riverside City Campus;

Subcontractor Substitution –  
PE Complex Project,  
Riverside Campus

Accept the Storm Water Filter Project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President to sign the notice.

Notice of Completion –  
Storm Water Filter Project

Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Figueroa, moved to amend the agenda to hear the update on Title V. Motion carried. (4 ayes, 1 absent [Daley])

AGENDA AMENDED FOR  
ADMINISTRATIVE REPORTS –  
VICE CHANCELLORS

Dr. DiThomas facilitated the Title V Program update for the Norco, Moreno Valley and Riverside Campuses presented for information only.

Title V Update

Information

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignation of Ms. Barbara Adams, Assistant Professor, Speech Communication, effective June 9, 2005, for personal reasons, Aprell Davie, Secretary II, effective March 10, 2005, for personal reasons, Ms. Maria Elena Diaz, Instructional Department Specialist, effective April 29, 2005, for personal reasons, Ms. Patricia Harris, Instructional Department Specialist, effective April 7, 2005, for personal reasons, Ms. Cheryl Hudson, Maintenance Mechanic/Facilities, effective May 20, 2005, for retirement, Ms. Marilyn Kenney, Instructional Department Specialist,

Separation

effective April 29, 2005, for retirement, and Ms. Christina Reza, Business Development Assistant, effective April 1, 2005, for career advancement.

The Board received an informational summary of financial activity from July 1, 2004 through March 31, 2005.

## Monthly Financial Report

### BOARD COMMITTEE REPORTS

#### Academic Affairs and Student Services

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the curricular changes for inclusion in the College Catalog and in the schedule of class offerings. Motion carried. (Appendix No. 63) (4 ayes, 1 absent [Daley])

Proposed Curricular Changes

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement with Moira Hahn, for April 20, 2005, for an amount not to exceed \$250.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Daley])

Consultant Agreement with Moira Hahn

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement with VisCom Media Development for the development of two websites for Occupational Education and Tech Prep, from April 20-June 30, 2005, for an amount not to exceed \$30,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Daley])

Agreement with VisCom Media Development

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement with the County of Riverside, County of Riverside Fire Department, at no cost to the District, from April 20, 2005 until terminated by either party, and authorize the Vice Chancellor, Administration and Finance, or designee, to sign the agreement.

Agreement with Riverside County, Riverside County Fire Department

Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the Memorandum of Understanding with ACS/Perris OASIS Youth Opportunity Center, April 19-June 30, 2005, for an amount not to exceed \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, or designee, to sign the Memorandum of Understanding. Motion carried. (4 ayes, 1 absent [Daley])

Memorandum of Understanding with ACS/Perris OASIS Youth Opportunity

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the affiliation agreement renewals with Community Care and Rehabilitation Center, Villa Healthcare Center, Cypress Gardens Convalescent Hospital and Parkview Community Hospital, for a two year period beginning in June 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Daley])

Affiliation Agreement Renewals with Community Care and Rehabilitation Center, Villa Healthcare Center, Cypress Gardens Convalescent Hospital and Parkview Community Hospital

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees: approve the agreement with Kristine D. Nicholls to provide consultation services as identified in the FIPSE grant award, from March 16, 2005 through September 30, 2007, for an amount not to exceed \$10,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes; 1 absent [Daley])

Agreement with Kristine D. Nicholls

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

Approve the agreement with Corona-Norco Unified School District, from June 20-July 28, 2005, for an amount not to exceed \$1,650.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Corona-Norco Unified School District, Upward Bound

Approve the agreement with the California

California State Polytechnic

State Polytechnic University, Pomona campus, from July 31-August 5, 2005, for an amount not to exceed \$10,002.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

University, Pomona (Cal Poly, Pomona)

Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement with Clarke and Associates Educational Consultants, from April 20-June 30, 2005, for an amount not to exceed \$2,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Daley])

Agreement with Clarke and Associates Educational Consultants

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement with Corona-Norco Unified School District, from May 1, 2005 through April 30, 2006, for an amount not to exceed \$42,371.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Daley])

Agreement with Corona-Norco Unified School District, Middle College High School

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the licensing agreements with Pearson Education, Inc., beginning April 20, 2005, through the life of the software, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the contract. Motion carried. (4 ayes, 1 absent [Daley])

Pearson Education Network License Agreement

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement with Clarke and Associates to plan and develop a Talent Search Program proposal for the Moreno Valley Campus, for an amount not to exceed \$2,500.00, from April 20-June 30, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion

Agreement with Clarke and Associates Educational Consultants

carried. (4 ayes, 1 absent [Daley])

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

Approve the agreement with OnStage Musicals, Richard Stover, owner, from December 18, 2005 through March 5, 2006, for an amount not to exceed \$20,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with OnStage Musicals, Richard Stover, Owner

Approve the agreement between Riverside Community College District and 5<sup>th</sup> Avenue Theatre Association, from April 20-June 29, 2005, for an amount not to exceed \$17,300.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with 5<sup>th</sup> Avenue Theatre Association

Approve the agreement with MTI – Music Theatre International, from April 20, 2005 through October 5, 2006, for \$8,000.00, against 11% of the gross office receipts, which is greater, plus \$1,400.00 for security fee and rental materials, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with MTI – Music Theatre International

Ratify the agreement with University/Resident Theatre Association, Inc., from March 8-April 17, 2005, for \$3,192.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with University/Resident Theatre Association, Inc.

Approve the agreement with MTI – Music Theatre International, for the production of “The Music Man” by Riverside Community College District/Performance Riverside from April 20, 2005 through March 2, 2006, for \$8,000.00, against 10% of gross box office receipts, whichever is greater, plus \$1,300.00 for security fee and rental materials, and authorize the Vice Chancellor, Administration and Finance, to sign the

Agreement with MTI – Music Theatre International

agreement;

Approve the agreement with Rogers and Hammerstein Theatre Library, from April 20, 2005 through April 30, 2006, for royalties of \$8,000.00 per week for two weeks, against 12% of the gross box office receipts, each week to be computed separately, whichever sum shall be larger, and security and rental materials fees of \$1,550.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Rogers and Hammerstein Theatre Library (March-April Performances)

Approve the agreement with Rogers and Hammerstein Theatre Library, from April 20, 2005 through June 29, 2006, for royalties of \$8,000.00 per week for two weeks, each week to be computed separately for a total of \$16,000.00, against 11% of the gross box office receipts, whichever sum shall be larger, and security and rental materials fees of \$1,550.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Rogers and Hammerstein Theatre Library (June Performances)

Approve the agreement with California Theatre Center for production, performance, and transportation of "The Elves & the Shoemaker" and "The Cay," from April 20, 2005 through February 25, 2006, for an amount not to exceed \$14,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with California Theatre Center

Motion carried. (4 ayes, 1 absent [Daley])

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

Approve the agreement with the Centers for Academic Programs Abroad (CAPA), for the fall semester Study Abroad Program in Florence, Italy, from September 8-November 30, 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the

Agreement with the Centers for Academic Programs Abroad – Florence, Italy – Fall 2005

agreement;

Approve the agreement with the Centers for Academic Programs Abroad (CAPA), for the spring semester Study Abroad Program in Oxford, England, from March 2-May 18, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with the Centers for Academic Programs Abroad – Oxford, England – Spring 2006

Approve the agreement with Adventureland Safari-National/International Study Programs, from June 29-July 14, 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with Adventureland Safari-National/International Study Programs

Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the contract with the Foundation for California Community Colleges, from August 1, 2004 through January 15, 2008, for a total of \$238,470.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract. Motion carried. (4 ayes, 1 absent [Daley])

Contract with the Foundation for California Community Colleges (FCCC) AmeriCorps Local Emergency Readiness Team (ALERT) Project

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

Ratify the agreement with Kristen Autry, from April 1-10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Kristen Autry

Ratify the agreement with Sean McGowan, from April 1-10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Sean McGowan

Ratify the agreement with Ginger Murphy, from April 1-10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice

Agreement with Ginger Murphy

Chancellor, Administration and Finance, to sign the agreement;

Ratify the agreement with Carlos Rivera, from April 1-10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Carlos Rivera

Ratify the agreement with Matt Sanchez, from April 1-10, 2005, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Matt Sanchez

Ratify the agreement with Jane Trieweiler, from April 1-10, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with Jane Trieweiler

Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the contract with the City of Riverside/Riverside Police Department for use of its firearms training facility pistol range for \$10.00 per employee per day, amount not to exceed \$1,500.00 per fiscal year, and authorize the Vice Chancellor, Administration and Finance, to sign the contract.

Contract between City of Riverside and Riverside Community College District Safety and Police

Motion carried. (4 ayes, 1 absent [Daley])

Planning and Development

The Board received the 2007-2011 summary for information only.

District Five-Year Construction Summary

Personnel and Labor Relations

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the closure on Fridays, with the exception of the Administration and Finance unit, Cosmetology Department, Facilities Department, and Ben Clark Training Center,

Summer Workweek



and the four, ten-hour day workweek from June 13-August 19, 2005. Motion carried. (4 ayes, 1 absent [Daley])

#### Finance and Audit

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees adopt Resolution No. 34-04/05 authorizing the issuance and sale of 2005 General Obligation Refunding Bonds, and the refunding of the District's Series 2004A General Obligation Bonds. Motion carried. (4 ayes, 1 absent [Daley])

Adoption of Resolution No. 34-04/05 Authorizing the Issuance of 2005 General Obligation Refunding Bonds

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the purchase of the NEC system upgrade, in the amount of \$350,000.00, with the financing thereof to be derived from Measure C funds. Motion carried. (4 ayes, 1 absent [Daley])

District Telephone System (PBX) Upgrade

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the change to the Track and Field Project, and ratify the installation of a geo grid fabric and base materials. Motion carried. (4 ayes, 1 absent [Daley])

Physical Education Complex (Track and Field – Football Portion Only)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees award the bid for the six (6) passenger vans to Carmenita Ford Truck Sales, in the amount of \$133,818.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Daley])

Award of Bid, 12-Passenger Vans

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees adopt Resolution No. 33-04/05 approving the use of the design-bid procurement process for the parking structure, award the contract for the construction of said parking structure to Bomel Construction of Anaheim Hills, California, and authorize the Vice Chancellor, Administration and Finance, to sign the construction contract. Motion

Parking Structure – Riverside City Campus, Resolution No. 33-04/05

carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the issuance of a Request for Proposal for the SANs for the Norco and Moreno Valley Campuses, with the financing thereof to be derived from Measure C and Title V funds as described. (Appendix No. 64) Motion carried. (4 ayes, 1 absent [Daley])

Storage Area Network for  
the Norco and Moreno  
Valley Campuses

The Board received for information the minutes from the March 8, 2005 Legislative Committee and Finance and Audit Committee Meetings, and the March 9, 2005 Academic Affairs and Student Services Committee, Planning and Development Committee and Personnel and Labor Relations Committee Meetings.

Board of Trustees  
Committee Meeting Minutes

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

ACADEMIC SENATE REPORT

Comments were made by members of the community.

COMMENTS FROM THE  
PUBLIC

The Board adjourned the meeting at 10:40 p.m.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES PLANNING MEETING  
OF APRIL 25, 2005

President Takano called the special planning meeting of the Board of Trustees to order at 6:28 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano

Trustees Absent

Ms. Gina Grace, Student Trustee

Staff Present

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

Guests Present

Mr. David Viar, Chief Executive Officer, Community College League of California

Mr. Viar led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Dr. Rotella reviewed the agenda and expected outcomes for both evenings.

REVIEW OF AGENDA AND  
EXPECTED OUTCOMES

Dr. Rotella reviewed current federal and state legislation initiatives.

FEDERAL AND STATE  
LEGISLATION INITIATIVES

Comments were made by members of the community.

COMMENTS FROM THE  
PUBLIC

Mr. Viar led the Board discussion in the first phase of the development of a code of ethics by the Board of Trustees. He asked the Board members to complete the worksheet assignment to be mailed to him so that a date can be identified in May to

BOARD OF TRUSTEES  
EVALUATION

complete the document.

The Board adjourned the meeting to closed session at 8:00 p.m., pursuant to Government Code Section 54957, to consider public employee performance evaluation for the position of Chancellor of Riverside Community College District, and to confer with counsel, agency designated representative: Brad Neufeld, Attorney, Best, Best & Krieger – unrepresented employee: Chancellor.

CLOSED SESSION

The Board adjourned the meeting at 9:30 p.m., to reconvene on April 26, 2005, at 6:00 p.m., in Board Room AD122, Riverside City Campus, announcing no action taken.

ADJOURNMENT

MINUTES FOR ADJOURNED SPECIAL BOARD OF TRUSTEES  
PLANNING MEETING OF APRIL 26, 2005

President Takano called the special planning meeting of the Board of Trustees to order at 6:15 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano

Trustees Absent

Ms. Gina Grace, Student Trustee

Staff Present

Dr. James Buysse, Vice Chancellor, Administration and Finance  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, Provost, Norco Campus  
Dr. Richard Tworek, Provost, Moreno Valley Campus  
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the President  
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services/Operations  
Dr. Susan Mills, Associate Vice President, Institutional Effectiveness  
Dr. Lisa Conyers, Dean, Instruction, Moreno Valley Campus  
Dr. Dawn Lindsay, Dean, Academic and Student Affairs, Norco Campus  
Mr. Raj Bajaj, Dean/Director, Institutional Reporting and Academic Services  
Mr. Terry Shaw, Co-Chair, Riverside Strategic Planning Committee/Associate Professor, Anatomy/Physiology/Department Chair, Life Sciences  
Ms. Patricia Bufalino, Vice President, Academic Senate, Moreno Valley Campus  
Ms. Virginia McKee-Leone, President, Academic Senate  
Mr. Tom Wagner, Vice President, Academic Senate, Norco Campus

Guests Present

Mr. Michael Dolence, Consultant, Michael G. Dolence & Associates  
Mr. Tom Johnson, Advisor to the President

Dr. Mills, for the Riverside Campus, Dr. Conyers for the Moreno Valley Campus, and Dr. Lindsay for the Norco Campus, presented updates on those campuses academic master plans, and the strategic planning subcommittees aligned with the accreditation standards. Mr. Shaw explained that as a result of the Riverside Campus Strategic Planning Committee, a new parking structure and athletic field are being built, and a new Science/Nursing facility

STRATEGIC PLANNING  
QUARTERLY UPDATE

will be the next building project on the Riverside Campus. Mr. Bajaj presented an overview of the web site for strategic planning documents. Discussion followed.

A comment was made by a member of the community.

Mr. Johnson led the review and dialog regarding the accreditation self-study and proposed timeline for activities. Discussion followed.

Mr. Bramucci presented an update on the status of Distance Education within the District. Discussion followed.

The Board adjourned the meeting at 8:35 p.m.

COMMENTS FROM THE  
PUBLIC

UPDATE ON ACCREDITATION

STATUS OF DISTANCE  
EDUCATION

ADJOURNMENT

MINUTES OF THE SPECIAL JOINT MEETING OF RIVERSIDE COMMUNITY  
COLLEGE DISTRICT'S BOARD OF TRUSTEES AND  
THE CITY COUNCIL OF RIVERSIDE OF MAY 3, 2005

The special joint meeting of the Riverside Community College District Board of Trustees and the City Council of Riverside was called to order at 4:45 p.m., in the Mayor's Ceremonial Room, 7<sup>th</sup> Floor, Riverside City Hall, 3900 Main Street, Riverside.

CALL TO ORDER

RCC Board of Trustees Present

Ms. Kathleen Daley  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano

City Council of Riverside Present

Mr. Steve Adams  
Mr. Ed Adkison  
Mr. Dom Betro  
Mr. Art Gage  
Mr. Nancy Hart  
Mr. Ameal Moore  
Mr. Frank Schiavone

RCC Staff Present

Dr. Salvatore G. Rotella, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services/Operations  
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the President  
Dr. Carolyn Quin, Interim Dean, Riverside School for the Arts

City of Riverside Staff Present

Mr. Ronald O. Loveridge, Mayor  
Mr. Tom Evans, Interim City Manager  
Mr. Michael Beck, Assistant City Manager  
Mr. Greg Priamos, City Attorney  
Ms. Colleen Nicol, City Clerk  
Ms. Belinda Graham, Development Director  
Mr. Ken Gutierrez, Planning Director  
Mr. Tedd Laycock, Fire Chief  
Mr. David Wright, Public Utilities Director  
Mr. Russ Leach, Chief of Police  
Mr. Ralph Nuñez, Park and Recreation Director

RCC staff led the update of the RCCD Master Plan, which included information about campus growth, central administration, the Riverside School for the Arts, and the La Sierra Early Childcare Center. Discussion followed.

RCCD MASTER PLAN UPDATE

Riverside City staff led the update including information about the Fox Theater, the Culver and Market Street Centers, and the Downtown Fire Station. Discussion followed.

CITY UPDATE

The Board adjourned the meeting at 6:15 p.m.

ADJOURNMENT



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-B

DATE: May 17, 2005

Subject: Resolution Regarding California Highway Patrol Training Courses at Ben Clark Training Center – Resolution No. 37-04/05

Background: On August 10, 2004, the Board adopted Resolution 1-04/05 granting permission to the Palo Verde Community College District to offer courses at the Ben Clark Training Center, in support of the California Highway Patrol Training Program. On April 4, 2005, Dr. James Hottois, President of the Palo Verde Community College District, requested, in writing, an extension of this permission for the 2005-2006 school year, beginning July 1, 2005 and ending on June 30, 2006. Any extension of this arrangement will require a sixty-day advance notice by Palo Verde Community College District. Attached, for your consideration, is Resolution 37-04/05.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution 37-04/05, granting permission to the Palo Verde Community College District to offer courses at the Ben Clark Training Center, in support of the California Highway Patrol Training Program for the period July 1, 2005 to June 30, 2006.

Salvatore G. Rotella  
Chancellor

Prepared by: Ruth Adams  
Administrative Assistant to the Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 37-04/05

Resolution Regarding California Highway Patrol Training Courses at Ben Clark Training Center

WHEREAS, Palo Verde Community College District seeks permission to offer courses in support of the California Highway Patrol Training Program at the Ben Clark Training Center in Riverside, California, effective July 1, 2005, and;

WHEREAS, it is the desire of the Board of Trustees of the Riverside Community College District to grant the Palo Verde Community College District permission to offer said courses, and;

WHEREAS, the Palo Verde Community College District and the Riverside County Sheriff's Department will work out the necessary administrative arrangements for the operation of the CHP Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District grants permission to the Palo Verde Community College District to offer courses in support of the California Highway Patrol Training Program at the Ben Clark Training Center in Riverside, California, effective July 1, 2005, and ending on June 30, 2006. Any extension of this arrangement will require a sixty-day advance notice by Palo Verde Community College District.

Passed and adopted this 17th day of May, 2005.

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BOARD OF TRUSTEES OF THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-C

Date: May 17, 2005

Subject: Agreement with The Ferguson Group, LLC

Background: The Ferguson Group, LLC has been representing the District since October 2003. During this time over \$581,878.00 has come to the District in support of the School of Nursing, Riverside School for the Arts, and curriculum development to support the Middle College initiative. Additionally, The Ferguson Group provides a service offered by eCivis Grants Locator, which is an online source for federal, state and foundation grant information, an invaluable resource as we look for agency grants.

Due to the increased demands by the District, the contract has been increased to \$7,500.00 a month beginning July 1, 2005 through June 30, 2006, for a total cost of \$90,000.00, but still remains below their standard fee of \$10,000.00 per month. Funding source: the general fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract with The Ferguson Group, LLC, from July 2005 through June 30, 2006, in an amount not to exceed \$90,000.00, with approved additional actual expenses not to exceed \$6,000.00.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT  
RIVERSIDE COMMUNITY COLLEGE DISTRICT AND  
THE FERGUSON GROUP, L.L.C.

Pursuant to this Agreement, Riverside Community College District (hereinafter referred to as "the District") and The Ferguson Group, L.L.C. (hereinafter referred to as "the Washington Representative"), agree to assume the following obligations:

1. OBLIGATIONS OF THE FERGUSON GROUP

- A. The Ferguson Group will act as the Washington Representative to the District in Washington, D.C.
- B. The Washington Representative will confer with the District Chancellor, and such other personnel as the Chancellor may designate, at the times and places mutually agreed to by the Chancellor and the Washington Representative. This will be done on all organizational planning and program activity that has a bearing on the ability of the District to make the best use of federal programs and develop strategies consistent with federal agendas for accomplishing the District's goals and objectives.
- C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the District, on the Representative's own initiative, of those items that may have a bearing on the District's policies or programs. And, the Washington Representative will notify the District in advance of opportunities for federal funding prior to formal publication and obtain applications upon request.
- D. The Washington Representative will secure and furnish such detailed information as may be available on federal issues in which the District indicates an interest.
- E. The Washington Representative will review and comment on proposals of the District, which are being prepared for submission to federal agencies, when requested to do so by the Chancellor.
- F. The Washington Representative will maintain liaison with the District's congressional delegation and assist the delegation in any matter that is in the best interest of the District and in the same manner as any other member of the District's staff might render assistance.
- G. The Washington Representative will counsel with the District and prepare briefing materials and/or conduct briefings for District representatives who are preparing to meet with Members of Congress and/or testifying before congressional committees and administrative agencies.

- H. The Washington Representative will arrange appointments (and accommodations when requested) for District officials to facilitate the efficient and effective performance of District business while in Washington, D.C.
- I. The Washington Representative will contact federal agencies on the District's behalf when applications are under consideration by such agencies and otherwise take whatever steps necessary to obtain the most favorable consideration of such applications.
- J. The Washington Representative will provide grants identification and information services through *Grants Locator*, a comprehensive online database of federal competitive grant opportunities. The District will be provided IDs and passwords for an unlimited number of users.
- K. The Washington Representative will submit periodic reports providing the latest information on issues of interest to the District; and provide an annual report giving an overview of The Ferguson Group's work over the past year and a forecast of issues to be faced in the upcoming year.
- L. In fulfilling the responsibilities under this Agreement, the Washington Representative will act in the name of the District and with the title Washington Representative to Riverside Community College District.

## 2. OBLIGATIONS OF RIVERSIDE COMMUNITY COLLEGE

- A. The District will contract with the Washington Representative for a period of twelve months.
- B. The contract will be for \$90,000.00 payable in advance in equal monthly installments of \$7500.00.
- C. The District, through the Chancellor, will advise the Washington Representative of the name or names of persons other than the Chancellor authorized to request service by the Washington Representative and the person or persons to be kept advised by the Representative.
- D. The District will supply the Washington Representative with a summary of all federal issues in which the District has interests and advise the Washington Representative of any new developments, together with the pertinent details as to the substance of such developments.
- E. The District will supply the Washington Representative with copies of budgets, planning documents, and regular reports from the Chancellor's Office, and other materials to assist the Washington Representative in keeping current on the District's policies and programs.

F. The monthly retainer does not cover: (1) travel expenses incurred pursuant to paragraph 1; (2) travel expenses for attendance at any other conferences attended by the Washington Representative outside of Washington D.C. at the request of the District; (3) incidental Washington expenses incurred in the course of conducting District business; (4) all long distance telephone expenses; (5) document production.

G. Expenses pursuant to paragraph F will not exceed \$6000 for the life of this contract.

3. RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE FERGUSON GROUP CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

The Washington Representative assigned to the District:

A. will not represent the District before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

B. will not perform any legal, engineering, accounting or other similar professional services;

4. Either party may terminate this Agreement at any time by giving the other at least sixty (60) days notice in writing of such termination.

This Agreement shall take effect the 1st day of July 2005 and terminate the 30th day of June 2006.

THE FERGUSON GROUP, L.L.C.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

\_\_\_\_\_  
W. ROGER GWINN  
President

\_\_\_\_\_  
SALVATORE G. ROTELLA  
Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-D

Date: May 17, 2005

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

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

The changes being brought forward are at the request of the State Chancellor's Office of the California Community Colleges. The revisions address title changes for individuals within the District and reporting procedures for the Office of Diversity, Equity, and Compliance. This document was presented for first reading and review at the April 19, 2005 meeting. At that meeting, additional changes were requested and made to the wording of the title of Section VII, and in Section IX, D2 and D3. The document was reviewed again at the May 10, 2005 Personnel and Labor Relations Board Committee Meeting.

Recommended Action: It is recommended that the Board of Trustees approve the Regulations for Complaints of Unlawful Discrimination (including Sexual Harassment).

Salvatore G. Rotella  
Chancellor

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

Employees, Students, and the General Public

Introduction and Scope

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

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

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

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

I. APPLICABLE BOARD POLICIES/REGULATIONS

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

II. PURPOSE

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



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

- A. Chapter 4. Employees/Subchapter 1. Equal Employment Opportunity Programs – Commencing with Section 53000, and further states in Section 53020 that the Board of Trustees, upon the recommendation of the ~~President~~ **District Chancellor** shall ensure that an equal employment opportunity officer is designated to oversee the day-to-day implementation of the requirements set forth in Subchapter 1.
  
- B. Subchapter 5. Nondiscrimination in Programs Receiving State Financial Assistance Through the **State** Chancellor or Board of Governors of the California Community Colleges - Commencing with Section 59300, which states “that no person in the State of California shall, on the basis of ethnic group identification, national origin, religion, age, sex, race, ancestry, sexual orientation, color or physical or mental disability, be unlawfully subject to discrimination under any program or activity that is funded directly by, or that receives any financial assistance from, the **State** Chancellor or Board of Governors of the California Community Colleges.”

### III. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. ACADEMIC FREEDOM

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

**When investigating unlawful discrimination complaints containing issues of academic freedom, Riverside Community College district will consult with a group of one to three (1-3) faculty members in that subject area appointed by the Academic Senate with respect to contemporary practices and standards for course content and delivery.**

#### V. PROCEDURES FOR FILING A COMPLAINT

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

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

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

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

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

**B. FORMAL COMPLAINT (Title 5, Section 59328)**

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

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

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

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

- A. Must be filed on the appropriate form.
- B. Must allege unlawful discrimination prohibited under Title 5, Section 59300.

- C. Must be filed by one who alleges that he or she has personally suffered unlawful discrimination or by one who has learned of such unlawful discrimination in his or her official capacity as a faculty member, administrator, or any other employee or student of the District.
- D. In any complaint not involving employment, the complaint must be filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known of the facts underlying the specific incident or incidents of alleged unlawful discrimination.
- E. In any complaint alleging discrimination in employment, the complaint shall be filed within 180 days of the date the alleged unlawful discrimination occurred, except that this period will be extended by no more than ninety (90) days following the *expiration* of that 180 days if the complainant first obtained knowledge of the facts of the alleged violation after the expiration of 180 days.

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

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

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

VIII. DEFECTIVE COMPLAINT (Title 5, Section 59332)

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

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

IX. DISTRICT INVESTIGATION (Title 5, Section 59334)

- A. Upon receiving a formal complaint which is properly filed, the District shall forward a copy of the complaint to the **State Chancellor's Office** and the District's Director, Diversity, Equity & Compliance, or an alternate investigator when necessary, will commence an impartial fact-finding investigation of that complaint and notify the complainant and State Chancellor that it is doing so, via a letter of acknowledgement within twenty

(20) calendar days from the date that the formal complaint was received. (Complaints against faculty shall be processed consistent with the Academic Employee Collective Bargaining Agreement, Appendix J, except as prohibited by applicable law or regulation.)

1. The results of the investigation shall be set forth in a written report which shall include at least all of the following:
    - a. A description of the circumstances giving rise to the complaint;
    - b. A summary of the testimony provided by each witness, including the complainant and any witnesses identified by the complainant in the complaint;
    - c. An analysis of any relevant data or other evidence collected during the course of the investigation;
    - d. A specific finding as to whether discrimination did or did not occur with respect to each allegation in the complaint; and
    - e. Any other information deemed appropriate by the District<sup>1</sup>.
  
  2. The following are expectations for all individuals involved in the confidential fact-finding investigation process:
    - a. To cooperate fully throughout the investigation and be truthful in answering questions and providing information to the District;
    - b. To provide the District with all information and documentation that may help in reviewing and addressing the allegations;
    - c. To remind the complainant, alleged offender, and witness(es) that the investigation is confidential, and they are not authorized to discuss the investigation; and
    - d. To ensure due process to all parties involved and to comply with federal and state laws and regulations prohibiting discrimination in programs receiving federal assistance, it is unlawful to retaliate against any individual who has made a charge, testified, assisted, or participated in any manner in the investigation.
- B. A copy of the written report will be sent to the complainant within sixty (60) calendar days from the date of the complaint, along with notice of the

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



complainant's right to appeal to the District ~~President~~ **Chancellor** or designee (~~here and after "District President"~~).

- C. A written summary report will be sent to the accused within sixty (60) calendar days from the date of the complaint.
- D. Appeal of District investigation results
  - 1. If the complainant is not satisfied with the results of the District Investigation he/she may appeal in writing (using the attached "Request for Hearing" form) to the District ~~President~~ **Chancellor** within ten (10) calendar days from the date of the written report.
  - 2. The District ~~President~~ **Chancellor** will ~~hear the appeal personally, or will choose to~~ appoint a hearing panel of three (3) to five (5) members to conduct the hearing.
  - 3. ~~If~~ **When** the District ~~President~~ **Chancellor** appoints a hearing panel, ~~such the panel shall be comprised of~~ **will consist of three individuals which will be chosen from among** administrators, faculty, staff, students or others, as deemed appropriate by the District ~~President~~ **Chancellor**. The hearing panel shall consider the report and recommendation of the Director, Diversity, Equity & Compliance, any written arguments submitted to the panel by the complainant or the accused, and may, at its discretion, request and consider testimony. The findings of the hearing panel shall be reported to the ~~President~~ **District Chancellor** in writing, along with recommended action(s) if appropriate.
  - 4. The ~~President~~ **District Chancellor** shall render a decision on the complainant's appeal no later than twenty (20) calendar days after the date of the appeal.
  - 5. In cases of appeal, the decision of the District ~~President~~ **Chancellor** shall be deemed the District's administrative determination. If no timely appeal is made **in accordance with Section IX(D)(1) above**, the decision of the Director, Diversity, Equity & Compliance, or alternate investigator, shall be deemed the District's Administrative Determination. **In either case, the Complainant shall be promptly notified of his or her right to appeal to the District Board of Trustees as provided in Sections X(A)(4) or X(B)(4).**

X. ADMINISTRATIVE DETERMINATION (Title 5, Section 59336)

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

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

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

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

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

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

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

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

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

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

Complainants must submit all appeals in writing.

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

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

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

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

XIII. EXTENSIONS

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

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

The State Chancellor may grant the request unless delay would be prejudicial to the ~~complainant~~ **investigation.** **In cases involving employment discrimination, the District may assume that the extension has been granted unless the State Chancellor's Office notifies it within fifteen (15) calendar days from the date of**

**the request that the request has been denied.** If an extension of the ninety (90)-**calendar** day deadline is granted by the State Chancellor, the 150-**calendar** day deadline is automatically extended by an equal amount.

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

#### XIV. RETALIATION IS PROHIBITED BY LAW

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

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

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

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

- B. Procedure for enforcing the retaliation policy stated above:
1. An investigation may be initiated on the following basis indicating a potential act or threat of retaliation:
    - a. an informal or formal complaint;
    - b. a referral from a supervisor, employee or student, the general public; or
    - c. from any other source of information
  2. Under this procedure, retaliation may be the basis for a separate complaint.
  3. The Director of Diversity, Equity & Compliance, (951)222-8039 **or (951)222-8345** shall promptly investigate all acts of retaliation, of which he/she becomes aware, and inform the District ~~President~~ **Chancellor**.

XV. CONFIDENTIALITY OF UNLAWFUL DISCRIMINATION COMPLAINT RECORDS AND INFORMATION

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

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

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

- D. Complainants, witnesses, and those accused of discrimination will be asked, but not required, to sign a confidentiality acknowledgement statement.

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

## XVI. DISCIPLINARY ACTION AND PROCEDURES

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

## XVII. RECORD RETENTION

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

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

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

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

#### XVIII. TRAINING AND EDUCATION

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



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

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

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

## XIX. FORMS AND LEGAL REFERENCES

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

Government Code Sections 11135-11139.5;

Education Code Section 200 et seq., and Section 87100 et seq.;

Equal Employment Opportunity:

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

Affirmative Action in Employment:

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

Agreement between RCCD and RCC Chapter CTA/NEA

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: May 17, 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. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Tucker Amidon	English Instructor (Riverside)	08/25/05	G-6
Sarah Burnett	Early Childhood Studies Instructor (Norco)	08/25/05	C-2
Thatcher Carter	English Instructor (Riverside)	08/30/05	H-7
Mary Flyr	Early Childhood Studies Instructor (Riverside)	08/30/05	H-7
Felipe Galicia	Biology Instructor (Moreno Valley)	08/25/05	G-6
Monica Gutierrez	Biology Instructor (Norco)	08/30/05	H-4
Kim Metcalfe	Early Childhood Studies Inst (Moreno Valley)	08/30/05	E-4
Cortney Pena	Reading Instructor (Moreno Valley)	08/25/05	E-3
Eric Thompson	Sociology Instructor (Moreno Valley)	08/25/05	C-6
Virginia White	Biology Instructor (Riverside)	08/25/05	H-1
Valerie Zapata	Puente English Instructor (Moreno Valley)	08/25/05	G-2

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Rudolph Arguelles	Physical Education Instructor (Riverside)	08/25/05	E-6
Lisa Hausladen	Medical Assisting Instructor (Moreno Valley)	08/25/05	F-7
Karyn Magno	Counselor/Instructor (Student Financial Services)	08/25/05	D-1
Phu Tran	Physics Instructor (Norco)	08/25/05	H-2

c. Special Assignments

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

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

The individuals specified on the attached list.

e. Part-Time Faculty, Hourly Assignments, Summer Intersession 2005

The individuals specified on the attached list.

Report No.: IV-A-1-a

Date: May 17, 2005

Subject: Academic Personnel

2. Academic Rank

Board Policy 3092 establishes guidelines for academic rank; and the Professional Growth and Sabbatical Leave Committee has reviewed the attached listing of academic rank for the 2005-2006 academic year;

It is recommended the Board of Trustees approve the 2005-2006 academic rank as specified on the attached list.

3. \* Reassignment (Pulled)

4. Salary Reclassification

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

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

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Diane Solorzano	E	F

5. Request for Tenure

The faculty members specified on the attached list have completed four successful academic years of service in the Riverside Community College District and they have met the provisions of AB1725.

It is recommended the Board of Trustees grant tenure to the faculty members specified on the attached list.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: May 17, 2005

Subject: Classified Personnel

1. Appointments

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

a. District

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Mark DeAsis	Student Services Specialist (Norco Campus)	05/18/05	17-1	Promotion
Roy Feliciano	Accounts Payable Clerk	05/18/05	16-2	Promotion
Alice Gray	Instructional Department Coordinator	06/22/05	22-7	Promotion
Consuelo Guzman	Custodian (Riverside Campus)	05/18/05	13-1	Transfer
Rosalind King	Culinary Assistant/Clerk (Culinary Arts Academy)	05/18/05	13-2	Appointment
Robert Kleveno Jr.	Interim Supervisor/Sergeant, Safety and Police (Not to exceed 1 year)	05/18/05	11.1	Appointment (Supervisory)
Ray Placencia	Officer, Safety & Police – Part- time, 60% (Norco Campus)	05/18/05	17-1	Appointment
Tami Purtle	Cosmetology Clerk (Riverside City Campus)	05/18/05	15-1	Appointment
Richard Storti	District Controller	07/05/05	18.5	Appointment (Management)
Johanna Vasquez	Counseling Clerk I (Riverside City Campus)	05/18/05	14-1	Appointment

b. Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Jeffrey Williamson	Statewide Director, Center for International Trade Development	05/18/05	18.0	Promotion (Management)

c. Short Term

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: May 17, 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. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Tucker Amidon	English Instructor (Riverside)	08/25/05	G-6
Sarah Burnett	Early Childhood Studies Instructor (Norco)	08/25/05	C-2
Thatcher Carter	English Instructor (Riverside)	08/30/05	H-7
Mary Flyr	Early Childhood Studies Instructor (Riverside)	08/30/05	H-7
Felipe Galicia	Biology Instructor (Moreno Valley)	08/25/05	G-6
Monica Gutierrez	Biology Instructor (Norco)	08/30/05	H-4
Kim Metcalfe	Early Childhood Studies Inst (Moreno Valley)	08/30/05	E-4
Cortney Pena	Reading Instructor (Moreno Valley)	08/25/05	E-3
Eric Thompson	Sociology Instructor (Moreno Valley)	08/25/05	C-6
Virginia White	Biology Instructor (Riverside)	08/25/05	H-1
Valerie Zapata	Puente English Instructor (Moreno Valley)	08/25/05	G-2

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Rudolph Arguelles	Physical Education Instructor (Riverside)	08/25/05	E-6
Lisa Hausladen	Medical Assisting Instructor (Moreno Valley)	08/25/05	F-7
Karyn Magno	Counselor/Instructor (Student Financial Services)	08/25/05	D-1
Phu Tran	Physics Instructor (Norco)	08/25/05	H-2

c. Special Assignments

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

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

The individuals specified on the attached list.

e. Part-Time Faculty, Hourly Assignments, Summer Intersession 2005

The individuals specified on the attached list.

Report No.: IV-A-1-a

Date: May 17, 2005

Subject: Academic Personnel

2. Academic Rank

Board Policy 3092 establishes guidelines for academic rank; and the Professional Growth and Sabbatical Leave Committee has reviewed the attached listing of academic rank for the 2005-2006 academic year;

It is recommended the Board of Trustees approve the 2005-2006 academic rank as specified on the attached list.

3. Reassignment

The responsibilities for the Title V Project Director and the coordination of related campus programs and initiatives such as those offered through Middle College Initiative, Passport Plus, Gateway to College and TRIO programs require the reassignment of a classified manager to an academic management position.

It is recommended the Board of Trustees approve the following reassignment effective May 18, 2005:

<u>Incumbent</u>	<u>From</u>	<u>To</u>
Marilyn Martinez-Flores	Director, Passport Plus (Classified Management) Salary Range: 16.3	Associate Dean, Educational Programs (Academic Management) Salary Range: 18.0

4. Salary Reclassification

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

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

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Diane Solorzano	E	F

5. Request for Tenure

The faculty members specified on the attached list have completed four successful academic years of service in the Riverside Community College District and they have met the provisions of AB1725.

It is recommended the Board of Trustees grant tenure to the faculty members specified on the attached list.

Subject: Classified Personnel

1. Appointments - Continued

- d. Temporary as Needed Student Workers  
Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.
- e. Community Education Programs – Spring and Summer Semesters 2005  
The following Professional Expert Presenters, indicated on the attached list, will present a Community Education program.
- f. Special Projects  
Payment to be approved for the following individuals in the amount indicated for their participation in a special project:

Edit and add materials to module – 4faculty.org Updates – (Spring Semester 2005)  
*Garth Schultz* – Total amount not to exceed \$475.20

Formation of Riverside Campus ASRCC Web Site – (04/05/05 – 06/30/05)  
*Robert Schmidt* – Total amount not to exceed \$2,000

2. Professional Growth

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

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

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

<u>Name</u>	<u>Title</u>	<u>Achievement Steps Earned</u>
Daniela Grecu	Outreach Specialist	4@\$35
Stacy Parsons	College Receptionist (part-time, 57.5%)	3@\$35



Subject: Classified Personnel

## 3. Request for Temporary Reduced Workload During 4/10 Work Schedule for Classified Bargaining Unit Employees

The following classified bargaining unit employees have requested temporary reduced workload during the period of June 13, 2005 through August 19, 2005 (4/10 work schedule). There will be no impact to employee medical benefits during this period. These requests have the support of their area Vice Chancellors and Provosts;

It is recommended the Board of Trustees approve/ratify temporary reduced workloads for the following classified bargaining unit employees:

<i>Name:</i>	<i>Title:</i>	<i>From:</i>	<i>To:</i>
Howaida Al-Ali	Laboratory Technician	100%	90%
Angela Allison	Upward Bound Coordinator	100%	80%
Alice Awe	Community Education Clerk	100%	80%
Erma Bluitt	Student Financial Services Support Specialist	100%	80%
Nelya Castro	Student Financial Services Support Specialist	100%	80%
Ann Chambers	Secretary III	100%	80%
Maria Contreras	Matriculation Specialist	100%	90%
Rebecca Eklund	Student Financial Services Analyst	100%	90%
Deborah Endeman	Library Technical Assistant I	100%	80%
Terri Erickson	Secretary IV	100%	80%
Linda Fox	Mailroom Coordinator	100%	80%
Tabitha Fuller	Academic Evaluations Specialist	100%	90%
Mary Gallardo	Instructional Department Specialist	100%	90%
Beth Gilbertson	Secretary IV	100%	90%
Yxstian Gutierrez	Clerk Typist	100%	90%
Elizabeth Hilton	Student Financial Services Analyst	100%	80%
Judith James	Counseling Clerk II	100%	80%
Helena Largent	Veterans Services Technician	100%	80%
Shona Mitchell	Secretary IV	100%	80%
Mary Parker	Secretary IV	100%	80%
Carmen Payne	Counseling Clerk II	100%	80%
Rita Perez	Counseling Clerk I	100%	80%
Jennifer Rangel	Tutorial Services Clerk	100%	90%
Kheesa Slaughter	Educational Advisor	100%	80%
Antoinette Van Buhler	Instructional Department Specialist	100%	90%
Luz Valenzuela	Student Financial Services Analyst	100%	80%
Alta Vasquez	Instructional Support Specialist	100%	90%
Annie Ybarra	Educational Advisor	100%	80%

Subject: Classified Personnel

4. Request to Adjust Effective Date

At its regular meeting of April 19, 2005, the Board of Trustees approved the appointment of Melissa Jamison, Support Services Specialist Aide (Floating Position), effective April 20, 2005. Due to a conflict in schedule, the appointment date should be adjusted to reflect April 25, 2005.

It is recommended the Board of Trustees adjust the appointment of Ms. Jamison to April 25, 2005.

5. Adjustment in Workload

At its meeting of January 25, 2005, the Board of Trustees approved a request for temporary reduced workload for Gustavo Ortiz, Outreach Specialist, from 100% to 80%, effective March 1, 2005 through June 1, 2005. Mr. Ortiz would like to adjust his effective date to March 1, 2005 through May 31, 2005;

It is recommended the Board of Trustees adjust Mr. Ortiz' request effective March 1, 2005 through May 31, 2005.

6. Request for Leave Without Pay for Bargaining Unit Employee

It is recommended the Board of Trustees approve leave without pay for Christy Pollard, Student Services Technician (Ben Clark Training Center) due to preparation for educational purposes, effective August 29, 2005 through June 30, 2006 (a total of 10 months). Ms. Pollard's request has the approval of the area Dean.

7. Military Leave

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

It is recommended the Board of Trustees approve/ratify leave for military reserve duty for Anthony Puzzuto, Warehouse Supervisor, for the period of April 6 – 15, 2005, (a total of 8 working days). Mr. Puzzuto meets the college service requirements.

Report No.: IV-A-1-b

Date: May 17, 2005

Subject: Classified Personnel

8. Separations

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Arthur Akins	Supervisor/Sergeant, Safety & Police	06/30/05	Personal
Andrei Balatel	Programmer/Developer (Part-time)	05/01/05	Personal
Leoma Barnes	Secretary III	04/19/05	Personal
William Elton	Certified Athletic Trainer	06/30/05	Career Advancement
Janet Tavaglione	Community Relations Coordinator	04/30/05	Personal

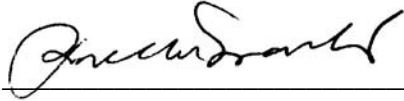
Report No.: IV-A-1-b

Date: May 17, 2005

Subject: Classified Personnel

Submitted by:

Transmitted to the Board by:



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Rosella Q. Marilao  
Associate Vice Chancellor, Human Resources

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Salvatore G. Rotella  
Chancellor

Concurred by:

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Virginia MacDonald  
Chief of Staff/Executive Assistant to  
the Chancellor

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Ray Maghroori  
Vice Chancellor, Academic Affairs

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Linda Lacy  
Vice Chancellor, Student Services/Operations

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Brenda Davis  
Provost, Norco Campus

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Richard Tworek  
Provost, Moreno Valley Campus

Digital Magic Summer Camp for High School Students (May 23 – June 9, 2005)

Organize, plan, and promote event to high school students; serve as presenter and faculty mentor.  
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Sharon Gillins – Total amount to be paid not to exceed \$1,425.60

Digital Magic Summer Camp for High School Students (June 10 – June 18, 2005)

Organize, plan, and promote event to high school students; serve as presenter and faculty mentor.  
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Sharon Gillins – Total amount to be paid not to exceed \$1,425.60

Multimedia Bootcamp (April 23 – June 9, 2005)

Serve as faculty presenter, recruiter, and mentor for 4-day workshop for high school students interested in multimedia. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Richard Finner – Total amount to be paid not to exceed \$237.60

Terry Keiser – Total amount to be paid not to exceed \$237.60

Multimedia Bootcamp (June 10–18, 2005)

Serve as faculty presenter, recruiter, and mentor for 4-day workshop for high school students interested in multimedia. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Ross Clark – Total amount to be paid not to exceed \$1,378.08

Richard Finner – Total amount to be paid not to exceed \$1,140.48

Terry Keiser – Total amount to be paid not to exceed \$1,140.48

Honor's Exhibit Lighting (May 18, 2005)

Design and set up lights for 2D and 3D exhibit.

John Hopkins – Lump Sum upon completion in the amount of \$200

Guest Artist (May 7, 2005)

Perform as guest artist for the Jazz Ensemble.

Bob Dominquez – Lump Sum upon completion in the amount of \$500

Summer Conservatory (July 11 – 21, 2005)

Accompanist for the summer conservatory.

Judith Johansen – Lump Sum upon completion in the amount of \$600

Open Campus (January 3 – February 10, 2005)

Development of online course – Humanities 4.

Bonnie Pavlis – Lump Sum upon completion in the amount of \$1,000

Improvisation Workshop (July 18 – 21, 2005)

Develop skills in different types of improvisation (i.e., short and long form dramatic and comedic, group and individual in workshop form).

Matthew Gourley – Lump Sum upon completion in the amount of \$800

Teacher Preparation Title V Grant (April 18 – June 9, 2005)

TRDP Faculty Coordinator

Sharon Yates – Lump Sum upon completion in the amount of \$400

TRDP Counselor

Robert McDonald – Lump Sum upon completion in the amount of \$400

Math Curriculum Enhancement (faculty members to enhance curriculum by developing instructional curriculum for math classes)

John Pietro – Lump Sum upon completion in the amount of \$1,000

Rogelio Ruiz – Lump Sum upon completion in the amount of \$1,000

Robin Witt – Lump Sum upon completion in the amount of \$1,000

Safe Grant (April 18 – June 9, 2005)

Incorporating service learning into EDU 5 curriculum. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kierstin Smith – Total amount to be paid not to exceed \$400

SAFE Service Learning Project (April 18 – June 9, 2005)

Instructor EDU 3 and EDU 4, incorporating service learning into EDU 3 and 4 curriculum. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Janice Anderson – Total amount to be paid not to exceed \$400.

ISW Faculty Training (June 13 – June 16, 2005)

Co-facilitate the 4 – day Instructional Skills Workshop (ISW). This workshop provides a laboratory approach to the improvement of the learning and teaching process. Faculty will review basic ideas about teaching, check current practices and within the safe environment of the workshop, try new teaching strategies and techniques. Compensation at Group 3, Step 3 of the Faculty Hourly Salary Schedule.

Lewis Hall – Total amount to be paid not to exceed \$1,428.48

Joe Eckstein – Total amount to be paid not to exceed \$1,428.48

4faculty.org Updates (May 18 – June 9, 2005)

Assist with development of module on Accreditation. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Gregory Aycock – Total amount to be paid not to exceed \$475.20

Theatre Department Scholarship Fundraiser (June 1 – June 5, 2005)

Guest artist for Theatre Department Fundraiser.

Richard Kinsey – Lump Sum upon completion in the amount of \$750

Teacher Preparation Title V Grant (April 18 – June 9, 2005)

Faculty member will enhance curriculum by developing instructional curriculum for paraprofessional classes.

Deborah Hall – Lump Sum upon completion in the amount of \$1,000

Auditioning the Business Side (June 20 – June 23, 2005)

Address the business side of theatre, interpret acting choices, blocking notes, cues, etc...in a workshop form.

Gary Krinke – Lump Sum upon completion in the amount of \$1,000

Teacher Preparation Title V Grant (April 18 – June 9, 2005)

Faculty member will enhance curriculum by developing instructional curriculum for math classes.

Kathy Nabours – Lump Sum upon completion in the amount of \$1,000

Teacher Preparation Title V Grant (June 11 – July 28, 2005)

Faculty member will enhance curriculum by developing instructional curriculum for math classes.

Matthew Henes – Lump Sum upon completion in the amount of \$1,000

Teacher Preparation Title V Grant (April 18 – June 9, 2005)

Teacher Preparation Workshops Presenter.

Ronald Pardee – Lump Sum upon completion in the amount of \$400

4faculty.org Updates (June 11 – June 30, 2005)

Edit and add materials to module on hybrid course development. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Sharon Crasnow – Total amount to be paid not to exceed \$807.84

4faculty.org Updates (June 11 – June 30, 2005)

Edit and add materials to module on Diversity. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Ed Bush – Total amount to be paid not to exceed \$950.40

4faculty.org Updates (June 11 – June 30, 2005)

Edit and add materials to module on assessment. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Arend Flick – Total amount to be paid not to exceed \$475.20

4faculty.org Updates (June 11 – June 30, 2005)

Edit and expand upon module on internet research and copyright. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Hayley Garcia – Total amount to be paid not to exceed \$475.20

High School Guidance 45 Faculty Development (May 25 – May 31, 2005)

Assist in the preparation of the training and help teach portions of the Guidance 45 Faculty Development Training to facilitate the transition of the High School Guidance 45 Program from a grant based program to a RCC District based course.

Donna Vincent – Total amount to be paid not to exceed \$568.49, Compensation at Group 1, Step 2 of the Faculty Hourly Salary Schedule.

Linda Whelan – Total amount to be paid not to exceed \$617.76, Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

High School Guidance 45 Faculty Development (May 31, 2005)

Participate in a Guidance 45 Faculty Re-Training. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Valerie Titus – Total amount to be paid not to exceed \$142.56

Julie Inouye – Total amount to be paid not to exceed \$142.56

Patricia Jones – Total amount to be paid not to exceed \$142.56

Vanessa Gomez – Total amount to be paid not to exceed \$142.56

David Estes – Total amount to be paid not to exceed \$142.56

Catherine Creeden – Total amount to be paid not to exceed \$142.56

Dennis Brown – Total amount to be paid not to exceed \$142.56

Jackie Boboye – Total amount to be paid not to exceed \$142.56

Gabrielle Bear – Total amount to be paid not to exceed \$142.56

Bobbie Arterberry – Total amount to be paid not to exceed \$142.56

Martha Santos – Total amount to be paid not to exceed \$142.56

Wendy Yates – Total amount to be paid not to exceed \$142.56

ESL 55 Shared Final Exam (May 18 – June 10, 2005)

This individual will participate in the grading and evaluation session of the grammar portion of the Final Exam for ESL 55 to be held in June after all classes have completed their final exams.

Olga Dumer – Lump Sum upon completion in the amount of \$100

Robin Hendrickson – Lump Sum upon completion in the amount of \$100

George Jiang – Lump Sum upon completion in the amount of \$100

Carla Stoabs – Lump Sum upon completion in the amount of \$100

Margaret Tjandra – Lump Sum upon completion in the amount of \$100

Miguel Ried – Lump Sum upon completion in the amount of \$100

Linda Abidin – Lump Sum upon completion in the amount of \$100

Viewpoints – Coaching (February 1 – February 9, 2005)

Coaching for Viewpoints newspaper.

Allan Lovelace – Lump Sum upon completion in the amount of \$410.70



<u>NAME</u>	<u>SUBJECT</u>
Almasy, Corey	Athletics Sub
Barnes, Sharon	Emergency Medical Services
Baumgarten, Kim	Nursing Substitute
Brough, Robert	Administration of Justice
Brown, Curtis	Fire Technology
Center, Daymond	Fire Technology
Eagan, Lisa	Chemistry Substitute
Galicia, Felipe	Sub in Biology
Giglio, Kathleen	Sub in Cosmetology
Horton, Jason	Administration of Justice
Marshall, Gregory	History
Medina, Moises	History

<u>NAME</u>	<u>SUBJECT</u>
Abidin, Indahwati	English As A Second Language
Abu-Shabakeh, Antoine	Business Administration
Acevedo, Roland	Administration of Justice
Acharya, Lalit	Speech Communication
Aguilar, Jairo	Mathematics
Ahmed, Kaisar	Mathematics
Aldridge, Lola	Physician Assistant
Alemu, Getahun	Computer Information Systems
Aliabadi, Alireza	Chemistry
Allahyari, Reza	Chemistry
Allen, Ericka	English
Allen, Judith	Nursing
Almasy, Corey	Physical Education
Almeida, Frank	Physical Education
Almy, Janice	Reading
Alvarez, Hansel	English
Amodeo, Margaret	Counseling
Andersen, Charles	Computer Information Systems
Anderson, John	Senior Citizen Education
Anderson, Robert	English
Anemelu, Victoria	Mathematics
Angrimson, Sharon	Nursing
Ardis, Jule	Humanities
Arguelles, Rudolph	Physical Education
Arlandson, James	English
Arnold, Homer	Art
Arrowood, Gayle	English
Austin, Sara	Philosophy
Badal, Gloria	Political Science
Baiamonte, Nicholas	Philosophy
Bainum, Pamela	Computer Information Systems
Balderrama, Sandra	Computer Information Systems
Ballard, Mark	Mathematics
Ballard, Rubye	Library Services
Ballard, Timothy	English
Bandyopadhyay, Bharati	Economics
Barankovich, Jennifer	Chemistry
Barbee, Michael	Physical Education
Barris, Mary	Computer Information Systems
Basta, Catherine	English
Bates, Scott	Administration of Justice
Baxter, Judith	Nursing
Bazzell, Marcia	Geography
Bednarczyk, Denise	Physical Education

<u>NAME</u>	<u>SUBJECT</u>
Behr, Richard	Administration of Justice
Benoit, John	Computer Information Systems
Berber, Alicia	Physical Education
Berg, Kerry	Administration of Justice
Bergreen, Gary	Computer Information Systems
Berry, Thomas	Speech Communication
Bhatia, Anish	Comp Applications/Office Tech
Bittenbender, Neil	English
Boehm, Robert	English
Boerner, Gerald	Computer Information Systems
Boerner, Grace	Computer Information Systems
Booth, Thomas	Fire Technology
Boots, Kent	Administration of Justice
Bosworth, Brian	Art
Bowyer, Kenneth	History
Britt, Vivian	Library Services
Brophy, Gene	Reading
Brown, Amanda	Mathematics
Brown, Amelia	English
Brown, Dennis	Physical Education
Brown, Jami	Sociology
Brown, Leslie	Art
Brown, Robert	Political Science
Browne, Vern	Computer Information Systems
Broyles, Larisa	Anthropology
Buenviaje, Dino	History
Buhr, Edward	Mathematics
Bushman, Fran	Counseling
Calloway, Angela	Early Childhood Studies
Campbell, Dorman	Reading
Cardona, Gloria	English
Carlton, Robert	English
Carmello, Alice	Real Estate
Carpenter, Mark	Sociology
Carrigan, Ryan	Business Administration
Carroll, Marian	Speech Communication
Carter, Diane	Speech Communication
Casella, Daniel	Counseling
Cavaretta, Janice	English
Chaks, Leslie	Counseling
Chambers, Bart	Administration of Justice
Chan, Wai	Mathematics
Chavez, Cynthia	Early Childhood Studies
Chiu, Kuei	Library Services

<u>NAME</u>	<u>SUBJECT</u>
Cho, Yoon-Sung	Humanities
Clegg Haerich, Amy	Psychology
Clement, Cherry	Nursing
Clover, James	Physical Education
Cochran, Curtis	Mathematics
Cole, Edgar	Physical Science
Coleman, Sean	Physician Assistant
Collier, Steven	Computer Information Systems
Collins, Scot	Administration of Justice
Conley, Gerald	Political Science
Coronado, Rita	English
Corridan, Kevin	Physical Education
Cortez, Shaylene	Computer Information Systems
Cortner, Kimberly	English
Courts, Janet	Accounting
Covert, Slavica	Anatomy & Physiology
Crist, Linda	Mathematics
Culhan, Dustin	Mathematics
Cummins, Shawn	Health Science
Daneshbod, Yousef	Mathematics
D'Angelo, William	Administration of Justice
Daniel-Berhe, Sequare	Computer Information Systems
Danley, Hope	Political Science
Davar, Mehrdad	Computer Information Systems
Davidson, Charlotte	English
Davis, Joyce	Library Services
Dawson, Darrelle	Comp Applications/Office Tech
De Loera-Moll, Ana	Spanish
Deal McWilliams, Elizabeth	Early Childhood Studies
Deets, Kristin	Speech Communication
Denham, Suzanne	Nursing
Dohr, Michael	History
Downs, Jerry	Welding
Driver, Janet	Mathematics
Dudash, Leigh	Geography
Dudash, Leigh	Geography
Dunn, Paul	Computer Information Systems
Duvvuri, Indira	Computer Information Systems
Eaton, Kimberly	Telecommunications
Edmundson, Larry	Speech Communication
Edwards, Benjamin	Mathematics
Eldredge, Dee	Spanish
Elliff, Eva	Art
Eoff, Robert	Art

<u>NAME</u>	<u>SUBJECT</u>
Erdle, Harvey	Physical Education
Erenay, Amy	Reading
Esmay, William	Administration of Justice
Esquivel-Wessler, Raquel	Paralegal Studies
Estes, Nancy	Music
Farrand, Catherine	Art
Feller, Kimberly	Comp Applications/Office Tech
Fenton, Joshua	English
Fetherolf, Louis	Administration of Justice
Fick, Paul	Administration of Justice
Fischer, Terry	Administration of Justice
Fleming, Michael	Speech Communication
Foley, Timothy	Physical Education
Foster, Donald	Music
Foy, Jennifer	Real Estate
Frank, Candace	English
Franklin, Lee	Political Science
Freim, Nicole	English
Fultz, Michael	English
Funder, Patricia	Physical Education
Galicia, Felipe	Biology
Garcia, Jacalyn	Art
Gartley, William	English
Gelenchi, Fantahun	Mathematics
Gibbons, Ann	Mathematics
Glass, Shirley	Nursing
Glenore, Denise	Nursing
Godwin, Scott	English
Golder, Patricia	English
Gonzales, Lisa	Comp Applications/Office Tech
Gordon, Cynthia	Philosophy
Gray, Alexis	Anthropology
Green Hodges, Nicole	Art
Green, Andrew	Political Science
Gressier, Pamela	English
Grossman, Walter	Geography
Guertin, Jeanne	Mathematics
Guthrey, Delparde	Mathematics
Gutierrez, Jerry	Administration of Justice
Hagar, Gary	Spanish
Hagopian, Verge	English
Halili, Roberto	Sociology
Hall, Christie	Physical Education
Hansen, Cheryl	Physical Education

<u>NAME</u>	<u>SUBJECT</u>
Hansler, Kathryn	English
Hargis, Craig	English
Hass, Richard	Physical Education
Hauck, Suzanne	Physical Education
Hausfeld, Gretchen	Music
Hay, Laurie	American Sign Language
Head, Daniel	Physical Education
Henes, Matthew	Mathematics
Henn, Joseph	Chemistry
Henning, Frederick	Real Estate
Herr, Kerry	English
Herreman, Guy	Paralegal Studies
Herrera, Veronica	Spanish
Hewitt, Edwin	Graphics Technology
Hickerson, Mark	History
Hill, Janet	Sociology
Hill, Leonard	English As A Second Language
Hinckley, David	English
Hishmeh, Richard	English
Hodges, Peter	Philosophy
Hokett, Norene	Speech Communication
Holmes, Laurie	Computer Information Systems
Horowitz-Flournoy, Jan	Nursing
Hough, Kenneth	History
Hughes, Bradley	Physics
Hull, Tracy	Sociology
Huseth, Scott	Computer Information Systems
Hyland, Thomas	Administration of Justice
Ivey, James	Anatomy & Physiology
Jackson, James	Health Science
Jackson, Louis	Business Administration
Jaquez, Manuel	Welding
Johnson, David	Physics
Johnson, James	Administration of Justice
Johnson, Terry	English
Johnson, Thadeus	Physical Education
Johnston, Leticia	Spanish
Jones, Richard	Music
Kahn, Dennis	Physical Education
Kahns, Roger	Health Science
Kaloshian, Adrine	Physician Assistant
Kassotis, Kristina	Physical Education
Katz, Suzanne	History
Kaufhold, Berkley	English

<u>NAME</u>	<u>SUBJECT</u>
Kaye, Jeremy	English
Keith, Thomas	Philosophy
Kennedy, Arnold	Manufacturing Technology
Kent, Michael	English
Khou, Meng	Mathematics
Kibby, Michael	Administration of Justice
Kim, Myong-Sook	Mathematics
Kim, Sun	Mathematics
Kirby, Barbara	Early Childhood Studies
Knaff, Devorah	Anthropology
Knight, Wayne	Philosophy
Kobernik, Lynnette	Music
Koehler, Pamela	Administration of Justice
Koh, Soong-Hee	English As A Second Language
Korson, Thomas	English
Kraus, Lee	English
Krivanek, Kenneth	English
Kurs, Mitchell	American Sign Language
Kusy, Steven	Administration of Justice
Lafaurie, Delia	Sociology
Lam, Holly	Mathematics
Landry-Taylor, Lisa	Physician Assistant
Lansing, Sandra	English
Lape, Stephanie	Humanities
Lash, Alan	Mathematics
LeBlanc, Michael	English
Lee, Chang	Spanish
Lee, Stephen	Mathematics
Leigh, Cynthia	History
Leon, Joyce	Business Administration
Lesueur, Summer	Counseling
Levy, Andrew	Theater Arts
Lewis, James	Real Estate
Leyva, Robert	Counseling
Lindner, Harold	Construction Technology
Lippire, Kristine	Art
Longway, Mark	Counseling
Lopez, Cruz	Mathematics
Lopez, Gertrude	Guidance
Loverde, Andrew	English
Ma, Nan	English
Maddux, Michael	Administration of Justice
Maheshwari, Subodh	Senior Citizen Education
Mahon, Cynthia	Political Science

<u>NAME</u>	<u>SUBJECT</u>
Maldonado, Gregory	Music
Maldonado, Teddi	Speech Communication
Manges, William	Comp Applications/Office Tech
Manross, Debra	Speech Communication
Marler, Grant	Philosophy
Marlo, Susan	Computer Information Systems
Marsh, Rebecca	English
Martin, Gregory	Marketing
Martin, Wilfred	Physical Education
Martinez, Cris	Administration of Justice
Mason, Robert	Computer Information Systems
Mauldin, Marcus	English
McAllister, Dan	Administration of Justice
McCanne, Jerry	English
McConville, Jennifer	Administration of Justice
McDonald, Robert	Counseling
McKinney, James	Mathematics
McMurrich, Robert	Administration of Justice
McNamara, Joseph	Administration of Justice
McSwain, Gayle	Physical Education
Megas, Alexander	Music
Meier, Susan	History
Melgarejo, Francisco	Physical Education
Mendez, Susan	English
Mettrick, Jon	Psychology
Meyer, Wally	Administration of Justice
Micham, Wendy	Psychology
Miller, Christopher	Fire Technology
Miller, David	English As A Second Language
Miller, Lori	English
Milner, Amite	Psychology
Modzelewski, Ann	English
Monroy, Julio	Spanish
Morgan, Douglas	Humanities
Morris, Cynthia	Comp Applications/Office Tech
Mudunuri, Bala	Mathematics
Namekata, Douglas	Physical Education
Nanneman, Kathryn	English
Nash, Patrick	Administration of Justice
Ngo, Hai	Mathematics
Nguyen, Tim	Computer Information Systems
Nielson, Christopher	English
Niemi, Trenton	Anatomy & Physiology
Niswonger, Jerome	Business Administration



<u>NAME</u>	<u>SUBJECT</u>
Norton, Kristen	Psychology
Nugent, Yvonne	Emergency Medical Services
Obsatz, Sharyn	Journalism
Ohl, Curtis	Psychology
Olson, Susan	Physical Education
O'Neal, John	Computer Information Systems
Orton, Renee	Speech Communication
O'Shaughnessy, David	Speech Communication
Papas, Constantine	English
Paredes, Luis	Spanish
Paredes, Mark	Physical Education
Parkinson, Robert	Computer Information Systems
Parsley, Martie	Speech Communication
Parsons, Jimmy	Administration of Justice
Patton, Gary	Comp Applications/Office Tech
Pedroja, Joy	English
Peebles, Robert	Administration of Justice
Peloquin, Linda	English
Pendleton, Gary	English As A Second Language
Perez, David	English
Peterson, Janet	Early Childhood Studies
Pico, Phillip	Administration of Justice
Pippen, John	Political Science
Ptalis, Beth	English
Quinn, Judy	Administration of Justice
Qumsiya, John	Mathematics
Racataian, Cristian	Computer Information Systems
Racataian, Valentin	Mathematics
Radtke, Wendy	Psychology
Rahman, Mustafizur	Mathematics
Rainey, Arthur	Computer Information Systems
Ramirez, Candace	Reading
Ramirez, Javier	Art
Ramos, Jennifer	English
Ramseyer, Diana	English
Rangel, Francisco	Accounting
Rawley, James	English
Rawlings, Phillip	Emergency Medical Services
Reed, Harold	Administration of Justice
Reed, Stephen	History
Regino, Rolando	English
Reh, Michael	Physical Education
Reid, Mary	Administration of Justice
Reynolds, Vanessa	Physician Assistant

<u>NAME</u>	<u>SUBJECT</u>
Riddell, Jeannette	English
Ridley, Roger	History
Rigby, Laura	Chemistry
Robinson, Jack	English
Robles, Antonette	Microbiology
Rodriguez, Paul	Mathematics
Rojo, Andy	Physical Education
Rosenberg, Donald	Speech Communication
Rozo, Nelson	Administration of Justice
Russo, Rachele	Physical Education
Saadat, Ali	Mathematics
Sadatmand, Kamal	Mathematics
Sagara, Reid	English
Sandiford, Anderson	English
Sandoval, Adriana	Physical Education
Sargent, Marilyn	English
Sarigiani, Lisa	English
Sausser, Darrell	Music
Scanlon, Gail	Fire Technology
Schuh, Steven	Astronomy
Schwankle, David	English
Scott, Frank	Computer Information Systems
Scott, Sarah	Biology
Sharp, Michael	Physical Education
Sheppy, Robert	Computer Information Systems
Shibalovich, Paul	Mathematics
Shinn, Brenda	Administration of Justice
Shirinian, Margarita	English As A Second Language
Short, Timothy	Psychology
Siciliano Di Rende, Dana	English
Simon, Jacqueline	Speech Communication
Singh, Padam	Mathematics
Skaggs, Ronald	Construction Technology
Sliva, Roger	Automotive Body Technology
Smith, James	Biology
Smyth, Pamela	English
Solorzano, Cesar	Spanish
Soltz, James	Administration of Justice
Somasundaram, Sivajah	Mathematics
Somers, Rita	Reading
Souza, Jonella	Guidance
Souza, Michelle	English
Stafford, Katherine	Physician Assistant
Stamenkovic, Vera	Biology

<u>NAME</u>	<u>SUBJECT</u>
Stark, Howard	Mathematics
Stephens, Heather	Theater Arts
Stevenson, Kathryn	English
Stoddard, Gwendolyn	English As A Second Language
Stratton, Jason	History
Street, David	Administration of Justice
Strong, Teri	Mathematics
Sugars, John	Latin
Sullivan, John	English
Sullivan, William	Administration of Justice
Sundstrom, Linda Marie	Management
Sung, Mi Kyung	Speech Communication
Surber, Robyn	Art
Sweeney, Caren	Art
Takakura, Iona	Reading
Tattoo, Madeleine	Early Childhood Studies
Tetley, Judith	Guidance
Thomas, Wendy	Administration of Justice
Tilton, Dennis	English
Ting, Lycretia	Mathematics
Tochtrop, Martin	Administration of Justice
Torre, Sandra	Comp Applications/Office Tech
Torres, Marco	Biology
Tougas, David	English As A Second Language
Townsend, Norma	Music
Townsend, Toby	Philosophy
Tuckerman, Daniel	Speech Communication
Turner, Kimberly	English
Turnier, Arthur	Administration of Justice
Vandiver, Wesley	Administration of Justice
Vargas, Ana	Speech Communication
Vega Sanchez, Mario	Spanish
Vennemann, Darlene	Paralegal Studies
Wagner, Stephen	Anatomy & Physiology
Wahba, Renee	Physical Science
Wakefield, Thaddeus	English
Wardak, Mohammad	Mathematics
Warden, Marine	Psychology
Watrous, James	Computer Information Systems
Watson, Harry	Mathematics
Watt, Catherine	English
Weis, Anh	Mathematics
Wheeler, Kelly	Early Childhood Studies
Whelan, Linda	Guidance

<u>NAME</u>	<u>SUBJECT</u>
White, Debra	Speech Communication
Wiley, Duverick	Physical Education
Wilhite, Charles	Administration of Justice
Williams, Bruce	Computer Information Systems
Williams, Richard	Computer Information Systems
Wilson, Bryan	Administration of Justice
Wilson, Gladys	Comp Applications/Office Tech
Wilson, Guy	Art
Wilson, Martena	Physical Education
Yoshinaga, Ann	Fire Technology
Zambrano, Charlotte	Comp Applications/Office Tech
Zapata, Valarie	English
Zeeb, John	Psychology
Zeller, Michael	Mathematics
Zoumbos, Nickolas	Real Estate
Zurita, Marcial	Mathematics

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACUTY ACADEMIC RANK  
2005-2006

**INSTRUCTORS**

(Hired 2004)

Gall, Nancy	Photography
Miller, Kaneesha	Student Services
Nabours, Kathy	Math
Smith, John	Basketball Coach/Inst

(Hired 2003)

Brewster, Steven	Library Services
Hamerslough, Rhonda	Dental Hygiene
Lopez, Rosina	Counseling
Moore, Paul	Library Services
Nollette, Christopher	EMS/Paramedic Program
Zwart, Gail	Business

(Hired 2002)

Andacheh, Khalil	Sociology
Banks, James	Human Services
Beck, Rex	Business Administration
Bemis, Chad	Mathematics
Brown, Ellen	Counseling
Carreras, Sofia	Dance
Cerwin-Bates, Stacey	Reading
Cryder, Michael	Biology
Herzig, Paul (Chip)	Computer Information System
Huang, Shufen	Mathematics
Lesser, Donna	Dental Hygiene
Matsos, Peter	Psychology
Rodriguez, Nicholas	Cosmetology
Smith, Heather	Biology
Thetford, Teresa	Physician Assistant
VantHul, Tammy	Nursing (RN)
Whelchel, Pamela	Mathematics

**ASSISTANT PROFESSORS (1st YEAR)**

Balent, Amy	Art
Barboza, Matthew	Computer Information Systems
Bhattacharya, Debadarshi	Physics
Biancardi, Fabian	Political Science
Bonzoumet, Nikki	Physical Education
Bowen, Douglas	English as a Second Language
Brown, Scott	Counseling (DSPS)
Campbell, Dorothy	Spanish
Cheney, James	Physics
Christiansen, Jill	Nursing (LVN)
Cramm, Kenneth	Mathematics
Curtis, Peter	Music
Daddona-Moya, Michelle	Physical Education
DeGuzman, Joseph	Mathematics
Douglass, Kelly	English
Forlenza, Gerard	History
Frewing, Janet	Mathematics
Garcia, Hayley	Library Services
Jew, Robert	Art
Jimenez, Gary	Counseling
Johnson, Brian	Mathematics
Kennedy, Stephen	Auto Technology
Lewis, Mark	Speech Communications
Lowry, Stephanie	Nursing (NRN)
Mills, David	English
Morrill, Cynthia	English
Mowrey, Jodi	American Sign Language
Nelson, Lee	Nursing (NRN)
Okamura, Cindy	English
O'Neill, Brendan	Physics
Pacheco, Maria	Counseling
Pfeifle, Ann	History
Reynolds, Joseph	Counseling
Rocco, Christopher	Humanities
Seniguar, John	Cosmetology
Slocum, David	Auto Technology
St. Peters, Susan	English

Stone, Rachel	American Sign Language
Terrill, Sharon	Speech Communications
Ulloa, Yuri	Automotive
Worsham, Patricia	Business

### **ASSISTANT PROFESSORS (2nd YEAR)**

Adams, Barbara	Speech Communications
Amezquita, Anna Marie	English
Burchett, Gregory	Biology
Clark, Ross	Graphics/Multimedia
Cregg, James	Computer Information Systems
Drake, Sean	Mathematics
Dumer, Olga	English as a Second Language
Freitas, Siobhan	Chemistry
Gage, George	Spanish Community Interpreter
Gibbons-Anderson, Joan	Speech Communication
Haines, Mark	Dance
Hendrickson, Robin	English as a Second Language
Howard, Lisa	Nursing (RN)
Julian, Jodi	Theater
Kreitner, Lani	English
Lange, Mary	Nursing (RN)
Lehr, Janet	Office Administration
Makin, Deborah	Political Science
Masterson, Romulus	Philosophy
Pena, Larry	Counseling
Ramos, Rosa	Counseling
Sloniger, Mitzi	Reading
Thomas, Jim	Construction Technology
Tschetter, Sheryl	English
Tutor, Patricia	Nursing (RN)
Westbrook, Peter	Cosmetology
Witt, Robin	Mathematics
Yates, Sharon	Early Childhood Studies

### **ASSISTANT PROFESSORS (3rd YEAR)**

Anguiano, Joe	English
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Brown, Danette	Physician Assistant
Cazares, Deborah	Early Childhood Studies
Clark, Daniel	English
Dieckmeyer, Diane	Reading
Havener, Kathy	Nursing (RN)
Hill, Jimmie	Counseling
Humble, Dina	Music
Ingham, Susan	English
Kyriakos, Stephany	History
Lipkin, Ellen	Microbiology
Loveridge, Kelly	Counseling
McQuead, Michael	Computer Information Systems
Namekata, James	Math
Ogata, Lorraine	Reading
Robles, Andy	Mathematics
Thompson, Oliver	Administration Of Justice

#### **ASSISTANT PROFESSORS (4th YEAR & BEYOND)**

Burris, Robert	Air Conditioning
MacDougall, Diana	American Sign Language
Mariscal, Barbara	Cosmetology
O'Connell, Paul	Auto Technology
Rodman, Richard	Auto Tech
Tedesco, August	Telecommunications
Warren, Roger	Cosmetology

#### **ASSOCIATE PROFESSORS**

Acharya, Surekha	English
Alexander, Douglas	Counseling (DSPS)
Allen, Thomas	English
Almquist, David	Physical Education
Amrich, Michael	Chemistry
Anderson, Kristine	English
Armstrong, Sally	Art
Avila, Patricia	Counseling DSPS
Baker, David	Sociology
Barnes, Michael	Counseling



Baxter, Mary	Counseling
Beckstrom, Douglas	Dental Technology
Bhatia, Shailesh	Computer Information Systems
Binam, Janis	Anthropology
Blair, Scott	Astronomy
Boelman, Peter	Economics
Briggs, Cordell	English
Brockenbrough, Celia	Library Services
Brooks, Kathryn	Biology
Brose, Friedrich	Library Services
Brotherton, Catherine	Computer Information Systems
Brown, Timothy	Reading
Brown, William	Counseling
Bufalino, Patricia	Healthcare Tech
Bush, Edward	Student Activities
Cavers-Huff, Dasiea	Philosophy
Chaks, Michael	Accounting
Chatterjee, Achinta	English
Chenoweth, Rita	Dance
Chung, Elisa	Math
Cluff, Michael	English
Colapinto, Eileen	Counseling
Colucci, Marie	Nursing (RN)
Conrad, Diane	Speech Communication
Coverdale, John	Computer Information Systems
Crasnow, Sharon	Philosophy
Dassow, Arthur	Counseling
Davin, Richard	Adminstration Of Justice
Dean, Leslie	Geography
DiBenedetto, Tammy	English
Dierdorff, Joanne	Dance
Duran, Jose	Business Administration/CIS
Eckstein, Joseph	Geography
Elder, Gregory	History
Farrar, Carol	Psychology
Farris, Katheryn	Physical Education
Fawson, Evangeline	Nursing (RN)
Finner, Richard	Graphics Technology
Flick, Arend	English
Fontana, Sandra	ASL
Fry, Maureen	Learning Disability/DSPS

Garcia, Carlos	Engineering
Garcia, Steven	English
Georgakakos, John	Chemistry
Gibbs, Travis	Psychology
Gillins, Sharon	Telecommunications
Gobatie, Cynthia	Philosophy
Graham, Douglas	Student Activities
Haghighat, Dariush	Political Science
Hall, Barbara	Anthropology
Hall, Deborah	Student Activities
Hall, Lewis	Computer Information Systems
Hanson (McKee-Leone), Virginia	Microbiology
Haugh, Judy	Counseling
Honore, Cheryl	Accounting
Hopkins, John	Art
Horn, Stephen	Art
Howard, Lin	English
Issa, Ali	Biology
Jackson, Henry	Welding
Jeter, Charlene	Counseling (EOPS)
Jiang, George	English as a Second Language
Judon, LaNeshia	Business Administration
Keiser, Terry	Graphics Technology
Kelly, Kathryn	Spanish
Kime-Hunt, Ellen	Chemistry
Knipe, Theodore	Psychology
Kobzeva-Herzog, Elena	Spanish
Kollitz, Janice	English
Kross, Carolyn (Sue)	Nursing (RN)
LaCava, Wilma	Nursing (RN)
Legner, Mary	Mathematics
Lehr, Mark	Computer Information Systems
Leifer, Gloria	Nursing (RN)
Leung, Juliana	Art
Locke, Gary	Music
Lomayesva, Dwight	History
Loomis, Rebecca	Anatomy/Physiology
Lovelace, Allan	Journalism
Lowden, Clara	Physical Education
Lyons, Ann Marie	Mathematics
Mahon, Richard	Humanities

Marsh, Diane	Chemistry
Mason, Dayna	Art
Mayse, Kevin	Music
McLeod, Scott	Computer Information Systems
Mercado, Rosario	Spanish
Meyer, Michael	English
Middleton, Delores	Physician Assistant
Miter, Carol	English
Montano, Michael	Math
Moody, David	Math
Morales, Herbert	Math
Morrison, James	Biology
Nelson, David	Theater Arts
Ng, Rebecca	Library Services
O'Neill, Terrence	Physics
Osgood-Treston, Brit	English
Parker, Alfred	History
Parks, Scott	Physical Education
Pavlis, Bonnie	English
Payan, David	Counseling
Perhamus, Judith	Computer Information Systems
Pfenninger, Michele	English
Pietro, John	Mathematics
Pisa, Sheila	Mathematics
Prior, Robert	Mathematics
Richard, Charles	Music
Robson, Susan	Nursing (RN)
Rogers, Dennis	Physical Education
Romero, Clarence	Psychology
Rosario, John	Anatomy/Physiology
Rowe, Phyllis	Nursing (LVN)
Ruiz, Rogelio	Mathematics
Ruiz, Ronald	Psychology
Salcedo, Fernando	Spanish
Sandoval, Christine	English
Sarkis, Rosemarie	French
Saxon, Kathleen	Mathematics
Schall, Janice	Sociology
Schinke, Ward	Political Science
Schutte, Donna	Nursing
Scileppi, Patricia	Speech Communications

Sell, Kathleen	English
Semonella, Joan	Speech Communications
Shaw, Terrance	Anatomy/Physiology
Sigloch, Steven	Physical Education
Skiba, Karin	Art
Smith, Deborah	Mathematics
Smith, Katie	Reading
Solorzano, Diane	English
Stearns, Frank	Business/Accounting
Sternburg, Charles	Anatomy/Physiology
Stevens, Walter	Theater Arts
Stoabs, Carla	English as a Second Language
Stonebreaker, Linda	Reading
Suzuki, Takashi	Japanese
Thompson-Eagle, Elisabeth	Biology
Titus, Patrick	Counseling
Tjandra, Margaret	English as a Second Language
Urquizu, Linda	Library Services
Velez, Richard	Counseling (EOPS)
Wagner, Thomas	Business Administration
Wales, Edward	Engineering
Waxman, David	Physical Education
Webster, Diana	Business Administration
White, Auston	Administration Of Justice
Wicken, Ingrid	Physical Education
Wilcoxson, Don	Business Administration
Williams, Edward	English
Wimer, Beverly	Physical Education
Woods, Kristi	History
Yglecias, Elizabeth	Counseling
Yoshino, Ron	History
Young, John	Economics
Yount, Gwendolyn	Spanish

### PROFESSORS

Pardee, Ronald	Business
Pleasants, Joan	Chemistry

<u>Name</u>	
Amy	Balent
Matthew	Barboza
Debadarshi	Bhattacharya
Fabian	Biancardi
Nikki	Bonzoumet
Douglas	Bowen
Scott	Brown
Dorothy	Campbell-Gaylor
James	Cheney
Jill	Christiansen
Kenneth	Cramm
Peter	Curtis
Michelle	Daddona-Moya
Joseph	DeGuzman
Kelly	Douglass
Gerard	Forlenza
Janet	Frewing
Hayley	Garcia
Robert	Jew
Gary	Jimenez
Brian	Johnson
Stephen	Kennedy
Mark	Lewis
Stephanie	Lowry
David	Mills
Cynthia	Morrill
Jodi	Mowrey
Lee	Nelson
Cindy	Okamura
Brendan	O'Neill
Maria Del Rocio	Pacheco
Blaga	Pauley
Ann	Pfeifle
Joseph	Reynolds
Christopher	Rocco
John	Seniguar
David	Slocum
Susan	St. Peters
Rachel	Stone
Sharon	Terrill
Yuri	Ulloa
Patricia	Worsham

Subject

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Art  
Computer Information Systems  
Physics  
Political Science  
Physical Education  
English as a Second Language  
Counseling (DSPS)  
Spanish  
Physics  
Nursing (LVN)  
Mathematics  
Music  
Physical Education  
Mathematics  
English  
History  
Mathematics  
Library Services  
Art  
Counseling  
Mathematics  
Auto Technology  
Speech Communications  
Nursing (NRN)  
English  
English  
American Sign Language  
Nursing (NRN)  
English  
Physics  
Counseling  
Mathematics  
History  
Counseling  
Humanities  
Cosmetology  
Auto Technology  
English  
American Sign Language  
Speech Communications  
Automotive  
Business

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Doris Haggard	Clerical, Hourly	04/04/05-06/30/05	19-9
Laura Hankins	Clerical, Hourly	04/05/05-04/19/05	17-1
Thuy Nguyen	Clerical, Hourly	04/15/05-06/30/05	22-1
Julie Taylor	Clerical, Hourly	04/05/05-06/30/05	17-1
Ewa Sands	Clerical, Substitute	03/21/05-06/30/05	16-1
Kathleen Stapp	Clerical, Substitute	04/01/05-06/30/05	15-4

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Gabriel Hartman	Accompanist III	03/21/05-06/30/05	15.00/hour
Zana Kleveno	Community Service Officer	04/01/05-06/30/05	14.00/hour
Denise Hernandez	Computer Operator	04/26/05-06/30/05	15.00/hour
Emile Hurd	Custodian Assistant	07/01/04-06/30/05	12.50/hour
David Newman, Jr.	Food Service Assistant	04/01/05-06/30/05	9.00/hour
Quocminh Nguyen	Food Service Assistant	03/03/05-06/30/05	9.00/hour
Cynthia Covarrubio	Instructional Aide II	03/23/05-06/30/05	7.25/hour
Darlene Milner	Instructional Aide II	03/01/05-06/30/05	7.25/hour
Joseph Lopez	Interpreter I	02/28/05-06/30/05	11.00/hour
Cristina Cervantes	Matriculation Assistant I	04/01/05-06/30/05	9.00/hour
Kristopher Taylor	Matriculation Assistant I	03/28/05-06/30/05	9.00/hour
Saundra Coleman	Office Assistant I	04/11/05-06/30/05	9.00/hour
Alicia Montemayor	Office Assistant I	04/01/05-06/30/05	9.00/hour
Christopher Thompson	Office Assistant I	04/01/05-06/30/05	9.00/hour
Emily Tiffin	Office Assistant I	07/01/04-06/30/05	9.00/hour
Carmen Toledo	Office Assistant I	03/21/05-06/30/05	9.00/hour
Natalie Aceves	Office Assistant II	04/01/05-06/30/05	10.50/hour
Kimberly Brooks	Office Assistant II	04/12/05-04/20/05	10.50/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Branden Hansen	Operations Clerk	03/21/05-06/30/05	7.50/hour
Luis Lias	Operations Clerk	04/01/05-06/30/05	7.50/hour
Judith Baxter	Registered Nurse II	04/26/05-06/30/05	32.00/hour
Marci Olin	Theater Production Technician	03/01/05-06/30/05	9.25/hour
Janet Shiver	Training Technician I	03/28/05-06/30/05	15.00/hour

EMPLOYED AS NEEDED  
SALARY SCHEDULE FOR EXTRA-CURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Leon Reed	Assistant Track Coach	01/15/05-06/30/05	\$1,507



VOLUNTEERS  
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Donna Abrahamsen	Culinary Academy	05/02/05-08/12/05
Anthony Albini	Culinary Academy	05/02/05-08/12/05
James Allen	Culinary Academy	05/02/05-08/12/05
Raul Anguiano	Culinary Academy	05/02/05-08/12/05
Janelle Avalos	Culinary Academy	05/02/05-08/12/05
Raul Bottoni	Culinary Academy	05/02/05-08/12/05
Lakin Brown	Culinary Academy	05/02/05-08/12/05
Elizabeth Cabrera	Culinary Academy	05/02/05-08/12/05
Kthryn Callahan	Culinary Academy	05/02/05-08/12/05
Eric Carver	Culinary Academy	05/02/05-08/12/05
Rafael Casique	Culinary Academy	05/02/05-08/12/05
Cody Christensen	Culinary Academy	05/02/05-08/12/05
Jason Collins	Culinary Academy	05/02/05-08/12/05
Tracie Dean	Culinary Academy	05/02/05-08/12/05
Belinda Devino	Culinary Academy	05/02/05-08/12/05
Julio Estrada	Culinary Academy	05/02/05-08/12/05
Alfred Fierro	Culinary Academy	05/02/05-08/12/05
Brian Gibson	Culinary Academy	05/02/05-08/12/05
David Gonzales	Culinary Academy	05/02/05-08/12/05
Timothy Gonzales	Culinary Academy	05/02/05-08/12/05
Gerardo Gonzalez	Culinary Academy	05/02/05-08/12/05
Michael Gorton	Culinary Academy	05/02/05-08/12/05
Jeff Guerra	Culinary Academy	05/02/05-08/12/05
Tamara Hagen	Culinary Academy	05/02/05-08/12/05
Taylor Harris	Culinary Academy	05/02/05-08/12/05
Jennifer Hartley	Culinary Academy	05/02/05-08/12/05
Ovey Hebert	Culinary Academy	05/02/05-08/12/05
Melissa Henry	Culinary Academy	05/02/05-08/12/05
Richard Hollenbeck	Culinary Academy	05/02/05-08/12/05
Daniel Hotchkiss	Culinary Academy	05/02/05-08/12/05
Marcus Howard	Culinary Academy	05/02/05-08/12/05
Miya Hylton	Culinary Academy	05/02/05-08/12/05
Denise Jackson	Culinary Academy	05/02/05-08/12/05
Liliana Jardon	Culinary Academy	05/02/05-08/12/05
Casey Johnson	Culinary Academy	05/02/05-08/12/05
Norma Langevin	Culinary Academy	05/02/05-08/12/05
Amy Lewis	Culinary Academy	05/02/05-08/12/05
Miss Marie	Culinary Academy	05/02/05-08/12/05
Angela Mayo	Culinary Academy	05/02/05-08/12/05
Hope McCants	Culinary Academy	05/02/05-08/12/05
Aja McKinney	Culinary Academy	05/02/05-08/12/05
Rene Mendez	Culinary Academy	05/02/05-08/12/05

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Robert Montalvo	Culinary Academy	05/02/05-08/12/05
Jonathan Moore	Culinary Academy	05/02/05-08/12/05
Oscar Nemecio	Culinary Academy	05/02/05-08/12/05
Innocent Ntayomba	Culinary Academy	05/02/05-08/12/05
Nicholas Olivas	Culinary Academy	05/02/05-08/12/05
Eleanor Perez	Culinary Academy	05/02/05-08/12/05
M. Josephine Perez	Culinary Academy	05/02/05-08/12/05
Joshua Peterson	Culinary Academy	05/02/05-08/12/05
Jeneé Poverelli	Culinary Academy	05/02/05-08/12/05
Garryd Queen	Culinary Academy	05/02/05-08/12/05
Kristen Rich	Culinary Academy	05/02/05-08/12/05
Jacqueline Rios	Culinary Academy	05/02/05-08/12/05
Santos Rodriquez	Culinary Academy	05/02/05-08/12/05
Mark Root	Culinary Academy	05/02/05-08/12/05
Joshua Salinas	Culinary Academy	05/02/05-08/12/05
Mary Simpkins	Culinary Academy	05/02/05-08/12/05
Amanda Smith	Culinary Academy	05/02/05-08/12/05
Brandon Testi	Culinary Academy	05/02/05-08/12/05
Alfred Valencia	Culinary Academy	05/02/05-08/12/05
Paul Vallejo	Culinary Academy	05/02/05-08/12/05
Elias Vera	Culinary Academy	05/02/05-08/12/05
Jesus Vizzuett	Culinary Academy	05/02/05-08/12/05
Faith Walker	Culinary Academy	05/02/05-08/12/05
Mark Weinberger	Culinary Academy	05/02/05-08/12/05
Jermaine Williams	Culinary Academy	05/02/05-08/12/05
Israel Zazueta	Culinary Academy	05/02/05-08/12/05
Suzanne Birt	DSP&S	04/19/05-10/19/05
Alyssa Cavanaugh	DSP&S	04/19/05-10/19/05
Rhyttania Rodriguez	DSP&S	04/19/05-10/19/05

DISTRICT FUNDS

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	<u>Range</u>
Alfter, Christopher F.	Student Worker	AV Labs & Services - RIV	25-Apr-05	19-4
Auclair, Daniel E.	Student Worker	Tutorial Services - RIV	12-Apr-05	19-4
Avila Jr., Jose D.	Student Worker	Tutorial Services - RIV	8-Apr-05	19-4
Blackwell, Michael Angelo	Student Worker	Tutorial Services - RIV	8-Apr-05	19-4
Castro, Valerie	Student Worker	AV Labs & Services - RIV	25-Apr-05	19-4
Guzman, Jesus A.	Student Worker	AV Labs & Services - RIV	25-Apr-05	19-4
Hamada, Kazuhiro	Student Worker	Tutorial Services - RIV	25-Apr-05	19-4
Moore, Melissa A.	Student Worker	AV Labs & Services - RIV	25-Apr-05	19-4
Odeh, Rami A.	Student Worker	Tutorial Services - RIV	12-Apr-05	19-4
Padilla, Alicia Alejandra	Student Worker	Tutorial Services - RIV	6-Apr-05	19-4
Richter, Joshua	Student Worker	Tutorial Services - RIV	12-Apr-05	19-4
Shabazz, Jamilah I.	Student Worker	English Writing Center - RIV	8-Apr-05	19-4
Takahiro, Ikeda	Student Worker	Tutorial Services - RIV	25-Apr-05	19-4
Thompson, Midori	Student Worker	Tutorial Services - RIV	8-Apr-05	19-4

CATEGORICAL

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>	<u>Range</u>
Moreno, Daisy	Student Worker	Transfer/Career Center - MOV	5-Apr-05	19-4

RIVERSIDE COMMUNITY COLLEGE  
COMMUNITY EDUCATION PRESENTERS

SPRING 2005

The following Professional Expert Presenter, indicated below, will present a Community Education Program from January 1, 2005 through May 31, 2005:

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Vega-Sanchez, Mario	Command Spanish
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SUMMER 2005

The following Professional Expert Presenters, indicated below, will present Community Education programs from June 1, 2005 through August 31, 2005:

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Aandhal, Larry	HVAC
Adams, Greg	National Registry; EMT; CPR
Allen, John	National Registry; EMT; CPR
Almquist, David L	Summer Swim
Anderson, John	Traffic School; Drivers Ed
Atkinson, Pamela	Drawing for the Serious Young Artist; Painting for Children
Aviles, Alfredo Jose	Drivers Education
Barger, Brooke M	Summer Swim
Barley, Maureen E	Planetarium Shows
Barnes, Sharon	National Registry; EMT; CPR
Blair, Scott	Planetarium Presentations
Bolowich, Hans	National Registry; EMT; CPR
Booth, Thomas J	National Registry; EMT; CPR
Case, Adam F	National Registry; EMT; CPR
Chase, Dean	First Steps Pistol Orientation
Copeland, Jeffery	National Registry; EMT; CPR
Cool, Joshua Daniel	Community Drum Circle
Coryell, Jon G	National Registry; EMT; CPR
Croft, Michael Stephen	Karate
Daly, Mildred J	Crochet; Embroidery; Flower crafts
Davis, Scott	National Registry; EMT; CPR
Dawes, Carol E	Slender Forever; Be Smoke Free
Deyo, Art	National Registry; EMT; CPR
Duncan, Terry	National Registry; EMT; CPR
Erdle, Harvey R	Badminton; Tennis; Ceramics
Esteves, Maria De Los Angeles	Writing Songs & Music
Fedick, Linda M	Belly Dancing
Finner, Richard Paul	Desktop Publishing for Kids

SUMMER 2005 (Continued)

The following Professional Expert Presenters, indicated below, will present Community Education program(s) from June 1, 2005 through August 31, 2005:

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Fontaine, Robert P	National Registry; EMT; CPR
Forduci, Cathleen	Pre-Ballet; Hip Hop
Gilbert, James E	Finger-painting, Cartooning for Kids; Teaching for Camera
Hardman, Patrick	Keyboards – Kool & Kwik; Instant Piano for Hopelessly Busy People
Harold, Ryan	National Registry; EMT; CPR
Hickman, Julie	Musical Theatre
Holzner, Yupajantr	Thai Cooking Workshop
Jeremiah, Steve	National Registry; EMT; CPR
Konstant, Eugene	Manage Your Business Profitably; Finance Your Business without Credit; Rebuild Your Personal Credit; Smart about Business; Homebase Business; Mail, Catalog
Kramer, Gigi R	National Registry; EMT; CPR
Lee, Mitch	National Registry; EMT; CPR
Leibel, Robert Joseph	Option Investing; Trade the Market
Leon, Chris P	National Registry; EMT; CPR
Lyons, Alice	Balloon Design
McKindley, Judith	National Registry; EMT; CPR
McKinstry, Marletta Joyce	Dog Obedience Training
Mendoza, Anthony M	Landscape Design for the Homeowner
Mercado, Rosario	Spanish for Medical Professional
Mickens, Margaret Brown	Floral Design; Decorating Gardens
Miller, Christopher	National Registry; EMT; CPR
Mulhall, Mike	National Registry; EMT; CPR
Murphy, Dennis	National Registry; EMT; CPR
Nace, Julie	National Registry; EMT; CPR
Niemeyer, Daniel B Zarah	Artistry of Words
Nollette, Christopher F	National Registry; EMT; CPR
Nugent, Chris	National Registry; EMT; CPR
Nugent, Randall W	National Registry; EMT; CPR
Ocheltree, Martin E	Car Care Basics
Parks, Scott Robert	Track & Field; Pole Vault
Pena, Anthony	National Registry; EMT; CPR
Poloko, Ann	Financial Planner
Pritchard, Randy	National Registry; EMT; CPR
Railsback, Sherri	Head of the Class
Rawlings, Phillip D	National Registry; EMT; CPR
Reddick, Marshall Eugene	Government Foreclosures Seminar & Tour; Profiting with Fixer-Uppers Seminar & Tour

SUMMER 2005 (Continued)

The following Professional Expert Presenters, indicated below, will present Community Education program(s) from June 1, 2005 through August 31, 2005:

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Richmond, Dan	National Registry; EMT; CPR
Robles, Magdalena	National Registry; EMT; CPR
Sandidge, Josh	National Registry; EMT; CPR
Schiffermiller, Barbara	Drivers Education
Schulz, Michael	National Registry; EMT; CPR
Sheehan, Mary A	Pysanka, Part I and 2
Smith, John	Kids Basketball
Solis, Faith A	Hawaiian/ Polynesian Dance
Stover, Mark Edward	Guitar Lessons
Suzuki, Kevin S	Karate
Tate, Curtiss	National Registry; EMT; CPR
Tyler, Mark A	Planetarium Presentations
Washington, Niki	Education Law
Wells, Kellie	National Registry; EMT; CPR
Wesche, Mitch	National Registry; EMT; CPR
White, Mike	National Registry; EMT; CPR
Whittaker, Heather	Mommy & Me Cooking
Wilde, Sean	National Registry; EMT; CPR
Wilkins, Deborah	ABC's of English/Western Riding
Wood, James D	Aikido
Wu, Steve	National Registry; EMT; CPR
Wu, Jeannie	National Registry; EMT; CPR

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: May 17, 2005

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

Background: The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$1,597,729.74 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 53341-54637) totaling \$4,257,051.64 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,597,729.74 and District Warrant Claims totaling \$4,257,051.64.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/05 thru 4/30/05

PO#	Fund	Department	Vendor	Description	Amount
P59566	11	Board of Trustees	Reproduction Support Center, Inc.	Other Services-Copied Archived Board Book to Disk	3,000.00
P59572	11	Affirmative Action	Council on Education in Management	Conferences	2,095.00
P59576	11	Campus Police	Mcleod, Daniel	Other Services-Reward-Testimony Resulting in Conviction	2,500.00
P59577	12	CACT	Blue L Media, LLC	Other Services-On-line Software Usage Electrical Certificati	2,100.00
P59578	12	CACT	ABC Office Systems	Equipment Replacement \$5000 >	7,758.00
P59579	32	Cafeteria	Murray's Hotel & Restaurant	Equipment Replacement \$200-\$4999	10,628.46
P59582	11	Affirmative Action	Liebert, Cassidy & Whitmore	Conferences	1,350.00
P59585	41	Riverside Campus - MLK State Equipment	Thomas Paton & Associates	Software <\$200	13,253.25
P59586	12	English - Title V	Gateway Companies, Inc.	Comp Equipment Additional \$200-\$4999	9,971.78
P59588	12	CACT	Tooke, Michael K.	Other Services-Electrical Certification Workshop	2,380.00
P59589	11	Open Campus	Foundation for California	Computer Software License Agreement	68,672.00
P59594	11	Affirmative Action	Biddle Consulting Group, Inc.	Consultants	5,342.50
P59597	11	Public Services & Criminal Justice	Michael G. Dolence and Assoc.	Consultants	34,000.00
P59599	12	Instructional Support- VTEA	San Bernardino Valley College	Other Services-Reimburse Staff Development Activities	1,288.00
P59601	61	Risk Management	Gateway Companies, Inc.	Theft	2,038.01
P59604	11	Human Resources	Corporate Express	Equipment Additional \$200-\$4999	2,713.56
P59607	12	Dean of Education - FIPSE	Nicholls, Kristine D.	Consultants	10,000.00
P59608	12	Dean of Education - Title V	Office Depot	Other Supplies	3,000.00
P59609	12	Dean of Education	Office Depot	Other Supplies	2,000.00
P59621	12	Counseling & Guidance - Matriculation	Gateway Companies, Inc.	Comp Equipment Additional \$200-\$4999	4,669.27
P59622	12	Disabled Students Services	Enablemart	Equipment Additional \$200-\$4999	3,711.56
P59623	12	Disabled Students Services	LS&S Group	Equipment Additional \$200-\$4999	7,708.33
P59626	11	Biology	Lab Mart, The (J & H Berge, Inc)	Purchase Instructional Supplies	1,152.82
P59630	41	Riverside Campus - MLK State Equipment	Corporate Express	Equipment Additional \$200-\$4999	1,749.69
P59634	12	Provost - Norco - Instructional Equipment	Advanced Electrical Contracting Inc.	Fixtures & Fixed Equipment	6,000.00
P59636	11	Engineering	Foundation for California	Computer Software License Agreement	4,310.00
P59639	12	Financial Aid Administration - BFAP	Canyon Crest Country Club	Other Services-Student Financial Services Retreat	1,441.89
P59645	12	Open Campus	Datatel, Inc.	Computer Software License Agreement	16,250.00
P59649	11	Academic Affairs	Synergistic Mailing Services	Other Services-Delivery of Summer Class Schedules	3,900.00
P59650	11	Academic Affairs	Valley Printers, Inc.	Printing Class Schedule	15,000.00
P59654	11	Intercollegiate Athletics	Almquist, David	Other Travel Exp-Meal Money for Swim Team	1,045.00
P59656	11	Intercollegiate Athletics	Almquist, David	Other Travel Exp-Meal Money for Swim Team	1,100.00
P59663	11	Geology	Enterprise Rent-A-Car	Transportation Contracts	1,392.29
P59665	12	CITD - Statewide Leadership Grant	Valprint Visual Communications	Copying And Printing	1,554.84
P59666	11	Facilities - CACT Stairs	Cornerstone Masonry	Remodel Projects	7,050.00
P59667	11	Facilities - Auto Tech A/C	Advanced Electrical Contracting Inc.	Remodel Projects	1,911.00



Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/05 thru 4/30/05

PO#	Fund	Department	Vendor	Description	Amount
P59668	11	Facilities - Auto Tech A/C	Modernair	Remodel Projects	9,613.00
P59681	11	Facilities - Auto Tech	Advanced Electrical Contracting Inc.	Remodel Projects	14,770.00
P59682	11	IS Administration Systems	Unipress Software, Inc.	Conferences	1,095.00
P59693	11	IS Network Systems	Hewlett-Packard Company	Computer Equipment Additional \$200-\$4999	4,034.16
P59694	11	IS Network Systems	CDW-G	Computer Equipment Additional \$200-\$4999	3,254.40
P59698	11	Marketing	Apple Computer, Inc.	Computer Equipment Additional \$200-\$4999	2,515.96
P59700	11	Performing Arts	Japan Travel Bureau	Other Travel Expenses	12,830.00
P59704	41	Facilities - Scheduled Maintenance 2002/2003	Advanced Electrical Contracting Inc.	Remodel Projects	14,500.00
P59705	41	Facilities - Scheduled Maintenance 2002/2003	Walters Wholesale Electric	Remodel Projects	15,700.00
P59713	11	Physical Education	American Red Cross	License Fees Permits	1,328.00
P59714	12	Student Services - Talent Search Norco	Sizzler (Corona)	Other Services-Awards Ceremony for Grads	1,050.00
P59715	12	Student Services - Talent Search Trio	Barnes & Noble	Book Grants	2,500.00
P59716	12	Dean of Instruction Moreno Valley	Sehi Computer Products, Inc.	Comp Equipment Additional \$200-\$4999	1,668.98
P59718	12	CITD - Statewide Leadership Grant	EWDP Support Services	Other Services-Directors Meeting	1,466.00
P59725	12	Parking	AMS Paving, Inc.	Construction Contract	5,000.00
P59726	41	Facilities Planning - RSA	Overland Pacific and Cutler, Inc.	Other-Real Estate Services	109,000.00
P59727	11	Applied Technology	Home Depot	Purchase Instructional Supplies	1,600.00
P59730	11	Business Administration	Gateway Companies, Inc.	Computer Equipment Additional \$200-\$4999	1,980.45
P59731	11	Business Administration	Motion Computing	Computer Equipment Additional \$200-\$4999	4,185.03
P59742	12	Instruction Support-VTEA Title I	Riverside Marriott	Other Services- Occupational Ed Retreat	2,300.00
P59744	11	Learning Resource Center	Films for The Humanities & Sciences	Instructional Media Material	15,000.00
P59745	11	Library	Midwest Library Service	Reference Books	11,900.00
P59747	11	Library	Ambassador Media	Instructional Media Material	5,272.01
P59748	11	Library	Ambassador Media	Instructional Media Material	3,606.01
P59749	11	Learning Resource Center	Ambassador Media	Instructional Media Material	1,371.00
P59752	11	Facilities - Music - Re-Carpet	Contract Carpet	Remodel Projects	3,107.00
P59761	12	Disabled Students Services	Rapid Text, Inc.	Computer Software License Agreement	3,065.76
P59764	12	Performing Arts	Wenger Corporation	Equipment Additional \$200-\$4999	1,969.83
P59765	11	Institutional Research	Bajaj, Raj Pankaj	Conferences	1,182.00
P59769	12	Counseling & Guidance - VTEA	Brown, Ellen	Conferences	1,034.97
P59777	11	Life Science	Fisher Scientific	Purchase Instructional Supplies	1,577.62
P59778	11	Life Science	Hardy Diagnostics	Purchase Instructional Supplies	1,255.70
P59780	12	Mathematics, General - Instructional Equipment	Troxell Communications	Equipment Additional \$200-\$4999	5,506.03
P59786	41	Riverside Campus - MLK State Equipment	Apple Computer, Inc.	Computer Equipment Additional \$200-\$4999	5,147.51
P59794	12	Open Campus	WebCT Inc.	Computer Software License Agreement	10,200.00
P59797	11	Learning Resource Center	Films for The Humanities & Sciences	Instructional Media Material	1,000.00
P59804	11	Information Services	AO Communications	Equipment Additional \$200-\$4999	1,855.00
P59805	12	Counseling & Guidance - Matriculation	Gateway Companies, Inc.	Other Supplies	1,908.42
P59807	12	Counseling & Guidance - Matriculation	Sehi Computer Products, Inc.	Comp Equipment Additional \$200-\$4999	2,529.79
P59812	11	Faculty Orientation	Office Max	Other Supplies	2,000.00

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/05 thru 4/30/05

PO#	Fund	Department	Vendor	Description	Amount
P59815	11	Facilities	A & H Rents	Commencement	1,085.00
P59817	41	Riv Campus - P.E. Complex, Phase I,	Steinberg Group, The	Architect's Fees	60,034.80
P59819	12	Mathematics, General - Title V	Gateway Companies, Inc.	Equipment Replacement \$200-\$4999	66,236.08
P59822	11	Voice Communication Services	Information Technology Solutions	Consultants	2,500.00
P59825	11	Admissions & Records	Perfect Form Business Services	Copying And Printing	1,986.91
P59828	12	EOPS - Care	Victor Valley College	Conferences	3,137.30
P59832	12	Library - Instructional Equipment	CDW-G	Computer Equipment Additional \$5000 >	44,824.00
P59833	11	Administrative Support Center	U.S. Postal Service	Postage	13,000.00
P59834	11	Chancellor's Office	Viar, David	Other Services-BOT Self Eval & Code of Ethics	3,000.00
P59839	11	Customized Solutions	Harrison, Joseph	Other Services-Training	4,000.00
P59840	11	Customized Solutions	Global Learning Partners, Inc.	Other Services-Training	8,500.00
P59842	11	Facilities - Music - Re-Carpet	Advanced Electrical Contracting Inc.	Remodel Projects	3,876.00
P59843	61	Risk Management	W.W. Grainger, Inc.	Theft	10,000.00
P59850	11	Administrative Support Center	United States Postal Service	Postage	2,000.00
P59854	61	Risk Management	Broadcast Media Communications	Theft	7,763.18
P59858	11	Facilities - Moreno Valley Humanities	Johnson's Woodworkers	Remodel Projects	3,900.00
P59859	11	Facilities - Mo Val Science A/C	AMP Mechanical, Inc.	Remodel Projects	6,630.00
P59860	12	Provost - Norco - Title V Norco	E-Z Up Direct	Equipment Additional \$200-\$4999	1,465.18
P59861	11	Facilities - Mo Val Humanities Upgrade	AMP Mechanical, Inc.	Remodel Projects	10,630.00
P59862	11	Facilities - Dental Hygiene	LGP Engineering & Construction Inc.	Repairs - Parts	1,400.00
P59875	32	Cafeteria	State Board of Equalization	Sales Tax	1,623.00
P59878	41	Riv Campus - P.E. Complex, Phase I,	Steinberg Group, The	Architect's Fees	2,300.00
P59880	12	Radio Motion Picture & Television	Apple Computer, Inc.	Computer Software License Agreement	2,165.78
P59885	12	Radio Motion Picture & Television	Apple Computer, Inc.	Computer Equipment Additional \$200-\$4999	14,701.41
P59886	11	Printing and Lithography	Ages	Computer Software License Agreement	19,683.23
P59887	11	Printing and Lithography	Apple Computer, Inc.	Computer Software License Agreement	1,679.82
P59895	11	Staff Development - Management	Management Association Trust	Other Supplies	1,500.00
P59896	61	Risk Management	Hilti, Inc.	Theft	1,956.85
P59897	61	Risk Management	Ken's Tool & Supply	Theft	12,000.00
P59899	12	Library - Instructional Equipment	Innovative Interfaces, Inc.	Other Services-Uploading BIB Records	2,693.75
P59900	12	Library - Instructional Equipment	OCLC, Inc	Other Services-OCLC Operating Charges 04/05	20,000.00
P59902	11	Admissions & Records	Perfect Form Business Services	Copying and Printing	7,594.76
P59903	11	Academic Affairs	Perfect Form Business Services	Postage	10,260.00
P59904	11	Physics	Sargent-Welch	Equipment Additional \$200-\$4999	1,766.25
P59905	11	Human Resources	Marriott Ontario Airport	Rents And Leases	2,860.05
P59909	11	IS Administration Systems	Hilton Portland & Executive Tower	Conferences	1,596.39
P59910	12	Provost - Norco - Title V Norco	ACCCA	Conferences	1,400.00
P59911	12	Provost - Norco - Title V Norco	Association for Institutional Research	Conferences	1,670.00
P59912	11	International Students	Riverside Personnel Services, Inc.	Personal Services	9,000.00
P59918	11	Performance Arts	Wenger Corporation	Equipment Additional \$200-\$4999	2,984.37

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/05 thru 4/30/05

PO#	Fund	Department	Vendor	Description	Amount
P59919	11	Intercollegiate Athletics	Concord Hotel	Other Travel Expense	1,716.00
P59920	11	Intercollegiate Athletics	Holiday Inn Express	Other Travel Expense	2,607.00
P59921	11	IS Administration Systems	Sysix Technologies	Computer Equipment Additional \$5000 >	11,096.42
P59927	11	Chancellor's Office	Gateway Companies, Inc.	Computer Equipment Replacement \$200-\$4999	1,604.40
P59929	11	Student Services	Reliable Office Solutions	Equipment Additional \$5000 >	8,495.00
P59930	11	Student Services	Office Depot	Equipment Additional \$200-\$4999	1,307.48
P59936	11	Computer and Information Science	Thomas Paton & Associates	Equipment Additional \$200-\$4999	3,501.88
P59938	12	Dean of Instruction Moreno Valley	Troxell Communications	Other Supplies	2,485.79
P59941	12	Mathematics, General - Instructional Equipment	Gateway Companies, Inc.	Computer Equipment Additional \$200-\$4999	6,034.00
P59947	12	Grants Department - Academic Success	Pisa, Sheila	Conferences	1,000.00
P59950	11	Allied Health	Temecula Valley Office Interiors	Equipment Additional \$200-\$4999	1,178.66
P59952	12	Engineering Technology - VTEA	Thomas Paton & Associates	Other Supplies	6,210.71
P59953	11	Dean of Instruction - Moreno Valley	AO Communications	Equipment Additional \$200-\$4999	1,683.19
P59954	11	Student and Co-Curricular Activities	Gateway Companies, Inc.	Equipment Replacement \$200-\$4999	1,699.22
P59955	11	Intercollegiate Athletics	Digital Sports Video	Equipment Additional \$200-\$4999	13,235.02
P59957	12	Financial Aid Administration - BFAP	Office Depot	Other Supplies	2,130.51
P59958	12	Financial Aid Administration - BFAP	Troxell Communications	Other Supplies	31,590.00
P59959	12	Financial Aid Administration - BFAP	Office Depot	Other Supplies	2,723.94
P59961	12	Financial Aid Administration - BFAP	Proforma Graphix Unlimited	Other Supplies	2,338.53
P59962	12	Financial Aid Administration - BFAP	A Stitch Above	Other Supplies	3,512.65
P59963	12	Financial Aid Administration - BFAP	M.F. Blouin Merchandising Solution	Fixtures & Fixed Equipment	1,007.95
P59972	12	Mathematics, General - Instructional Equipment	CM Services	Equipment Additional \$200-\$4999	1,129.42
P59975	11	Performing Arts	Junkin, Jerry F.	Personal Services	1,500.00
P59977	11	Chemistry	Sargent-Welch	Purchase Instructional Supplies	1,820.81
P59979	11	Life Science	Fisher Scientific	Purchase Instructional Supplies	1,119.22
P59980	12	Life Science	Ward's Natural Sci. Estab	Equipment Additional \$200-\$4999	1,211.97
P59981	12	Provost - Norco - Title V Norco	Tegrity, Inc.	Computer Equipment Additional \$5000 >	28,487.87
P59982	12	Provost - Norco - Title V Norco	Reliable Office Solutions	Equipment Additional \$200-\$4999	4,040.63
P59987	11	Dental Hygiene	Lesser, Donna	Conferences	1,875.00
P59989	12	CITD - Grant	Pardee, Ron	Conferences	1,346.20
P59992	12	Nursing, R.N.-VTEA Title I-C	Robson, Susan	Conferences	1,711.80
P59993	12	CITD - Grant	Zwart, Gail	Conferences	1,246.20
P59994	12	Fire Control Technology - VTEA	Gregg, Alex E.	Conferences	1,137.15
P59995	12	Fire Control Technology - VTEA	Kelleher, Phillip	Conferences	1,387.15
P59996	11	Geology	Deyoung, Damon	Transportation Contracts	1,357.05
P59997	11	Performing Arts	Fred J. Miller, Inc.	Purchase Instructional Supplie:	2,980.00
P59999	12	Grants Dept - Calworks Child Development	Plato Education Services	Computer Software Maintenance/License	5,656.88
P60004	11	Performing Arts - Summer Theater Conservatory	Trieweiler-Barrera, Jane	All Other Contract-Cello Player	1,000.00
P60005	11	Performing Arts - Summer Theater Conservatory	Rivera, Carlos	All Other Contract-Bass Player	1,000.00
P60006	11	Performing Arts - Summer Theater Conservatory	Murphy, Mary Virginia	All Other Contract-Cello Player	1,000.00

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/05 thru 4/30/05

PO#	Fund	Department	Vendor	Description	Amount
P60007	11	Performing Arts - Summer Theater Conservatory	Mc Gowan, Sean	All Other Contract-Guitar Player	1,000.00
P60008	11	Performing Arts - Summer Theater Conservatory	Autry, Kristen	All Other Contract-Violin Player	1,000.00
P60009	11	Communications & Web Development	Dong, Darren	Conferences	2,495.00
P60010	11	Counseling & Guidance - Puente Project	MBNA/American Business Card	Other Travel Expenses-Reimbursement	1,085.40
P60014	41	Riv Campus - Parking Structure	City of Riverside	Engineering	12,684.87
P60015	11	Facilities	Mike's Custom Flooring	Repairs - Parts	1,280.00
P60024	11	Dean of Instruction - Norco	AACC	Conferences	1,400.00

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/05 thru 4/30/05

PO#	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and over					
P49292	41	RSA / RCC Systems Offices - Planning	KCT Consultants, Inc.	Architect's Fees	9,500.00
P54645	11	Custodial Services	Patriot Packaging & Supplies	Custodial Supplies	3,000.00
P54688	11	Warehouse	United Parcel Service	Postage	1,400.00
P54691	11	Purchasing	Office Depot	Purchase/Cost of Goods Sold	5,000.00
P54696	11	Purchasing	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	15,000.00
P54699	11	Production Printing	Kelly Paper Company	Purchase/Cost of Goods Sold	10,000.00
P54708	32	Cafeteria	Sysco Corp.	Kitchen Expendables	10,000.00
P54712	32	Cafeteria	Joseph Webb Foods	Cleaning Supplies	30,000.00
P54755	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	3,000.00
P54763	11	Custodial Services	Unisource Worldwide, Inc.	Custodial Supplies	3,000.00
P54765	11	Grounds Maintenance and Repairs	Staples, Inc.	Other Supplies	1,000.00
P54776	11	Campus Police	12th Street Cleaners	Laundry And Cleaning	1,320.00
P54780	11	Purchasing	Advanced Copy Systems	Repairs - Parts	2,000.00
P54791	11	Purchasing	Reliable Office Solutions	Repairs - Parts	4,000.00
P54797	11	Production Printing	Binder Products	Purchase/Cost of Goods Sold	2,500.00
P54799	11	Production Printing	Perfect Impressions	Purchase/Cost of Goods Sold	1,000.00
P54803	11	Production Printing	Spicers Paper, Inc.	Purchase/Cost of Goods Sold	5,000.00
P54806	11	Production Printing	Enovation Graphic Systems	Purchase/Cost of Goods Sold	5,000.00
P54856	32	Cafeteria	California Deli Distributors, Inc.	Food	5,000.00
P54861	11	Facilities	Home Depot	Repair Parts	2,500.00
P54863	11	Facilities	Burke Engineering	Repair Parts	2,500.00
P54943	11	Facilities	Service First	Repair Parts	2,075.00
P54946	11	Grounds Maintenance and Repairs	Sims Pest & Disease Control	Other Services	1,561.25
P54948	11	Facilities	Lawn Tech Equipment	Repair Parts	4,188.60
P55030	11	Customized Solutions	Global Learning Partners, Inc.	Other Services-Training	2,400.00
P55031	11	Customized Solutions	Dennis Boylin Associates	Other Services-Training	3,150.00
P55138	11	Facilities	Apple Valley Communications	Other Services-Alarm Service	1,567.41
P55215	12	Provost - Norco - Title V Norco	Reliable Office Solutions	Other Supplies	1,000.00
P55257	12	CACT	W.W. Grainger, Inc.	Other Supplies	1,670.58
P55302	11	Performance Riverside - Off Broadway	Home Depot	Theatre Supplies	4,000.00

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
4/01/05 thru 4/30/05

PO#	Fund	Department	Vendor	Description	Amount
P55303	11	Performing Arts	Office Depot	Other Supplies	1,000.00
P55312	11	Performance Riverside - Off Broadway	Press Enterprise	Advertising	6,000.00
P55313	11	Performing Arts	Theatre Company, The	Costume Rentals	1,000.00
P55319	11	Performing Arts	Riverside Community College	Theatre Supplies	1,100.00
P55321	12	Counseling & Guidance - Matriculation	Temecula Valley Office Interiors	Equipment Additional \$200-\$4999	4,599.18
P55399	11	Physical Education	American Red Cross	License Fees Permits	1,112.00
P55445	11	Provost - Norco	Office Depot	Other Supplies	1,000.00
P55599	11	Open Campus	Mays, James	Other-Presenter	9,000.00
P55691	11	Open Campus	Valley Printers, Inc.	Printing Class Schedule	26,570.00
P55766	41	Riv Campus - P.E. Complex, Phase I,	Keith Francis & Company, Inc.	Other-Construction Management	4,275.00
P55787	11	Administrative Support Center	DHL Express (USA), Inc.	Postage	1,500.00
P55923	11	Open Campus	Mansfield, William L.	Other-Presenter	22,000.00
P55938	11	Performance Riverside	O D Music, Inc.	Other Services - Performance Riverside Payroll Services	50,000.00
P55966	11	Performance Riverside	BMI Supply	Theatre Supplies	1,900.00
P55972	11	Performance Riverside	Home Depot	Theatre Supplies	1,200.00
P55993	11	Performance Riverside	Music Theatre International	Rents and Leases	6,500.00
P56238	11	Intercollegiate Athletics	Enterprise Rent-A-Car	Transportation Contracts	6,000.00
P56269	32	Cafeteria	Select Produce, Inc.	Food	5,000.00
P56402	11	Open Campus	Reliable Office Solutions	Other Supplies	1,800.00
P59002	11	Student Services	Gateway Companies, Inc.	Comp Equipment Additional \$200-\$4999	6,385.93
Subtotal (pages 1-5)					1,119,431.96
Subtotal (page 6&7)					<u>301,274.95</u>
Purchase Orders \$1,000 and Over					1,420,706.91
Purchase Orders Under \$1,000					<u>177,022.83</u>
Grand Total					<u><u>1,597,729.74</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: May 17, 2005

Subject: Annuities

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

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

Salvatore G. Rotella  
Chancellor

Prepared by: Ed Godwin  
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments

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

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase supplies for Staff Development workshops.		
From: Classified Staff Development	Conferences	\$ 3,200
To: Classified Staff Development	Supplies	\$ 3,200
2. Transfer to purchase supplies.		
From: Human Resources	Other Services	\$ 4,479
To: Human Resources	Supplies	\$ 4,479
3. Transfer to purchase equipment.		
From: Grants and Contract Services	All Other Contracts	\$ 197
To: Grants and Contract Services	Equipment	\$ 197
4. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Title V, Riverside	Other Services	\$ 50,000
To: Title V, Riverside	Equipment	\$ 50,000



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to reallocate the New Visions Evaluation – Lifelong Learning Program budget. (Fund 12, Resource 1190)		
From: New Visions Evaluation	All Other Contracts	\$ 27,173
To: New Visions Evaluation	Academic FT Non-Instr	\$ 16,373
	Classified Perm PT	3,000
	Classified FT	2,500
	Employee Benefits	5,300
6. Transfer to reallocate the Riverside School of the Arts Program budget. (Fund 12, Resource 1190)		
From: Riverside School of the Arts	All Other Contracts	\$ 12,189
To: Riverside School of the Arts	Classified FT Admin	\$ 4,859
	Classified FT	5,668
	Classified Substitutes	1,600
	Classified Overtime	62
7. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Independent Living Grant	Lecturers	\$ 500
To: Independent Living Grant	Supplies	\$ 500
8. Transfer to purchase instructional supplies and equipment.		
From: Nursing Education	Memberships	\$ 2,225
	Repairs - Instructional	285
To: Nursing Education	Instructional Supplies	\$ 700
	Equipment	630
	Equipment Replacement	1,180

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to provide for the Internal Audit Services budget and to purchase additional instructional supplies.		
From: Salary Savings	Academic FT Admin	\$ 4,000
	Classified FT	7,805
To: Applied Tech – Welding and Cutting	Instructional Supplies	4,000
Internal Audit Services	Periodical/Magazines	100
	Copying and Printing	100
	Supplies	500
	Postage	50
	Mileage	500
	Conferences	2,100
	Memberships	415
	Cellular Telephone	540
	Equipment	3,500
10. Transfer to provide for soils testing related to the proposed Nursing/Science building.		
From: Facilities	All Other Contracts	\$ 300
To: Facilities	Testing	\$ 300
11. Transfer to provide for conferences.		
From: Fiscal Operations	Supplies	\$ 403
To: Fiscal Operations	Conferences	\$ 403
12. Transfer to purchase equipment.		
From: Assoc Vice Chancellor, Instruction	Supplies	\$ 928
To: Assoc Vice Chancellor, Instruction	Equipment Replacement	\$ 928

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
13. Transfer to purchase a computer license related to the WebCT/Datatel interface. (Fund 12, Resource 1190)		
From: Open Campus - TTIP	Supplies	\$ 3,500
	Software	14,500
To: Open Campus - TTIP	Comp Software License	\$ 18,000
14. Transfer to reallocate the Community Education Program budget. (Fund 11, Resource 1080)		
From: Community Education	Classified FT	\$ 7,756
To: Community Education	Supplies	\$ 4,818
	Other	2,926
	Equipment	12
15. Transfer to purchase supplies and equipment.		
From: Information Services	Consultants	\$ 9,500
	Mileage	65
	Memberships	350
	Repairs	7,289
To: Information Services	Instructional Supplies	\$ 65
	Equipment	9,850
	Equipment Replacement	7,289
16. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: CITD	Other Services	\$ 1,500
To: CITD	Supplies	\$ 1,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
17. Transfer to reallocate the VTEA Title 1-C Program budget. (Fund 12, Resource 1190)		
From: Occupational Ed - VTEA	Academic PT Non-Instr	\$ 1,500
	Academic Special Project	1,805
	Classified Hourly	7,804
	Conferences	6,108
To: Occupational Ed - VTEA	Employee Benefits	\$ 2,245
	Instructional Supplies	8,940
	Supplies	158
	Instructional Media Material	391
	Equipment	5,483
18. Transfer to purchase equipment.		
From: Student Services, Riverside	Classified Hourly	\$ 5,000
	Student Help – Non-Instr	10,000
	Copying and Printing	4,200
To: Student Services, Riverside	Equipment	\$ 4,200
Athletics, Riverside	Equipment	15,000
19. Transfer to reallocate the Board Financial Assistance Program-Student Financial Aid Administration Augmentation Program budget. (Fund 12, Resource 1190)		
From: BFAP-SFAA	Academic FT Non-Instr	\$ 35,347
	Employee Benefits	8,343
	Other Services	6,700
	Equipment	18,948
To: BFAP-SFAA	Classified FT	\$ 7,558
	Supplies	60,280
	Copying and Printing	1,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
20. Transfer to provide for rental of props, sets, music, and storage. (Fund 11, Resource 1090)		
From: Performance Riverside	Copying and Printing	\$ 3,800
	Food	200
To: Performance Riverside	Rents and Leases	\$ 4,000
21. Transfer to purchase supplies.		
From: Student Financial Services	Memberships	\$ 400
To: Student Financial Services	Supplies	\$ 400
22. Transfer to provide for printing marketing material.		
From: Comm and Economic Development	Rents and Leases	\$ 2,000
To: Comm and Economic Development	Copying and Printing	\$ 2,000
23. Transfer to reallocate the Talent Search TRIO Program budget. (Fund 12, Resource 1190)		
From: Talent Search TRIO, MV	Consultants	\$ 100
	Travel Expenses	91
	Other Services	800
To: Talent Search TRIO, MV	Copying and Printing	\$ 700
	Supplies	191
	Food	100
24. Transfer to provide for conferences.		
From: Admissions and Records	Supplies	\$ 375
To: Admissions and Records	Conferences	\$ 375

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
25. Transfer to provide for classified salaries.		
From: Community Outreach	Other Services	\$ 2,000
To: Community Outreach	Classified Hourly	\$ 2,000
26. Transfer to provide for administrative salaries and to purchase equipment. (Fund 12, Resource 1190)		
From: Disabled Student Services	Classified FT	\$ 3,300
	Classified Hourly	5,000
To: Disabled Student Services	Academic FT Administrator	\$ 3,300
	Equipment	5,000
27. Transfer to purchase replacement equipment.		
From: Student Activities, Riverside	Student Help – Non-Instr	\$ 1,100
To: Student Activities, Riverside	Equipment Replacement	\$ 1,100
28. Transfer to provide for temporary help.		
From: International Student Services	Classified Hourly	\$ 9,000
To: International Student Services	Personal Services	\$ 9,000
29. Transfer to purchase replacement equipment.		
From: Learning Resource Center, Norco	Supplies	\$ 553
	Other Services	158
To: Learning Resource Center, Norco	Equipment Replacement	\$ 711

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
30. Transfer to provide for Showcase event judges and Academic Special Projects.		
From: Performing Arts, Show Choir	Instructional Aids, Hourly	\$ 550
	Student Help – Instructional	900
Performing Arts, Theater	Lecturers	750
Performing Arts, Summer Theater	Other Services	1,000
Performing Arts, Summ Instrumental	Other Services	400
To: Performing Arts, Show Choir	Other Services	\$ 1,450
Performing Arts and Media	Academic Special Project	750
Perf Arts and Media, Summer Thtr	Academic Special Project	1,000
Performing Arts, Summ Instrumental	Academic Special Project	400
31. Transfer to purchase supplies and repair parts.		
From: Applied Tech - Ford Asset	Other Services	\$ 250
Applied Tech - Auto Body	Repairs – Instructional	1,700
To: Applied Tech – Food Asset	Computer Service Supplies	\$ 250
Applied Tech – Auto Body	Instructional Supplies	1,700
32. Transfer to purchase equipment.		
From: Library, Riverside	Other Services	\$ 16,000
To: Library, Riverside	Equipment	\$ 16,000
33. Transfer to renovate the Student Activities Coordinator’s Office.		
From: Provost, Norco	Admin Contingency Acct	\$ 6,000
To: Facilities, Norco	Remodel Project	\$ 6,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
34. Transfer to reallocate the MLK Equipment Project budget. (Fund 41, Resource 4160)		
From: MLK Equipment	Equipment	\$ 1,000
To: MLK Equipment	Supplies	\$ 1,000
35. Transfer to purchase equipment.		
From: Conservatory Theater, Norco	Theater Supplies	\$ 896
To: Conservatory Theater, Norco	Equipment	\$ 896
36. Transfer to provide for a guest musician and choreographer for "Cabaret".		
From: Performing Arts, Norco	Instructional Aids, Hourly	\$ 300
To: Performing Arts, Norco	Other Services	\$ 300
37. Transfer to purchase replacement equipment.		
From: Comm, Humanities, and Soc Srvc	Copying and Printing	\$ 430
To: Comm, Humanities, and Soc Srvc	Equipment Replacement	\$ 430
38. Transfer to reallocate the Upward Bound TRIO Program budget. (Fund 12, Resource 1190)		
From: Upward Bound TRIO, Norco	Travel Expenses	\$ 5,290
To: Upward Bound TRIO, Norco	Employee Benefits	\$ 544
	Academic PT Teaching	2,373
	Academic Reg Overload Sum	2,373



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
39. Transfer to purchase periodicals and magazines.		
From: Arts, Humanities, and Social Sci	Mileage	\$ 100
To: Arts, Humanities, and Social Sci	Periodicals/Magazines	\$ 100
40. Transfer to reallocate the Title V Program budget. (Fund 12, Resource 1190)		
From: Title V, Moreno Valley	Student Help – Non-Instr	\$ 3,000
	Employee Benefits	10,000
	Reference Books	2,500
	Instructional Media Supplies	8,000
	Tests	2,000
	Copying and Printing	1,000
	Software	1,000
	Postage	500
	Other Services	10,000
To: Title V, Moreno Valley	Equipment	\$ 35,000
	Books/New & Expanded Library	3,000
41. Transfer to purchase equipment.		
From: Learning Resource Center, MV	Supplies	\$ 2,664
	Rents and Leases	97
	Repairs	499
	Other Services	158
To: Learning Resource Center, MV	Equipment	\$ 3,418

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: May 17, 2005

Subject: Budget Adjustments (cont'd)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
42. Transfer to purchase equipment.			
From:	Dean of Instruction, MV	Rents and Leases	\$ 1,600
To:	Dean of Instruction, MV	Equipment	\$ 1,600
43. Transfer to provide for repairs and to purchase equipment.			
From:	Student Activities, MV	Supplies	\$ 651
		Copying and Printing	80
To:	Student Activities, MV	Repairs	\$ 80
		Equipment	651

Recommended Action: It is recommended that the Board of Trustees approve the budget transfers as presented. It is further recommended that the Board of Trustees authorize making the necessary balancing transfers among the various accounts and funds of the district.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 17, 2005

Subject: Resolution to Amend Budget – Resolution No. 35-04/05  
2004-2005 Open Campus – Community Education Program

Background: The Riverside Community College District Open Campus - Community Education Program will generate \$120,000 more in enrollment fee revenue than was projected for fiscal year 2004-2005. The additional revenue will be used to cover costs associated with offering more Community Education classes.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$120,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Cyndi Pardee  
Community Education Supervisor

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 35-04/05**

**2004-05 Open Campus – Community Education Program**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$120,000 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 May 17, 2005

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 17, 2005

Subject: Resolution to Amend Budget – Resolution No. 36-04/05  
2004-2005 Child Development Training Consortium

Background: The Riverside Community College District has received additional funding for the 2004-2005 Child Development Training Consortium in the amount of \$10,000 from Yosemite Community College District. The funds will be used to provide reimbursement to students for units earned toward the California Child Development Permit.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$10,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Shari Yates  
Assistant Professor, Early Childhood Studies  
Child Development Training Consortium Coordinator

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 36-04/05**

**2004-2005 Child Development Training Consortium**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$10,000 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 May 17, 2005

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 17, 2005

Subject: Resolution to Amend Budget – Resolution No. 39-04/05  
Norco Early Childhood Center Universal Access Playground

Background: The Riverside Community College District (RCCD) has received \$50,000 from the Weingart Foundation through the RCCD Foundation to purchase a universal access playground structure for the Norco Early Childhood Center. The District is contracting with Gotham Playgrounds and Surfacing to perform the work under terms of a bid awarded by the Board at its April meeting.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$50,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie Whitaker-Meneses, Associate Dean  
Early Childhood Education

Amy Cardullo, Director  
RCC Foundation and Alumni Affairs

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 39-04/05**

**Norco Early Childhood Center Universal Access Playground**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$50,000 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 May 17, 2005

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 39-04/05  
 Norco Early Childhood Center Universal Access Playground**

<i>Year</i>	<i>County</i>	<i>District</i>	<i>Date</i>	<i>Fund</i>
05	33	07	5/17/2005	12

<i>FUND</i>	<i>SCHOOL</i>	<i>RESOURCE</i>	<i>PY</i>	<i>GOAL</i>	<i>FUNC</i>	<i>OBJECT</i>	<i>AMOUNT</i>	<i>Object Code Description</i>
12	000	1190	0	0000	0627	8820	50,000 00	REVENUE
								EXPENDITURES
12	EUA	1190	0	6920	0627	6482	50,000 00	Equipment
							50,000 00	TOTAL INCOME
							50,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-c

Date: May 17, 2005

Subject: Contingency Budget Adjustments

Background: The adopted budget for FY 2004-2005 represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustment has been requested:

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1.	Transfer to provide for the PBX upgrade project. (Fund 41, Resource 4160)		
From:	GO Bond Capital Projects	Contingency	\$ 183,601
To:	Information Services	Equipment Replacement	\$ 183,601

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

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND ADMINISTRATION

Report No: IV-A-5-a

Date: May 17, 2005

Subject: Award of Bid, Maintenance Agreement for Computer Equipment

Background: On May 5, 2005, bids were received in response to an invitation to bid for the annual maintenance agreement for the District's computer equipment. Invitations to bid were mailed to seven firms in Southern California. Bidders were requested to submit their bids for the first year of service from July 1, 2005, through June 30, 2006, with the agreement renewable on a yearly basis.

Western Data Enterprises, which was the only vendor that responded, submitted a bid of \$129,000.00 for the first year of service.

Based upon our review, District staff recommends awarding the total bid amount of \$ 129,000.00 to Western Data Enterprises. References for the low bidder were checked and found to be satisfactory. Funding will come from Fund 11, in Resource 1000.

Recommended Action: It is recommended that the Board of Trustees award the bid for the annual maintenance agreement for the District's Computer Equipment for the first year of service from July 1, 2005, through June 30, 2006, with the agreement renewable on a yearly basis, subject to District staff approval, for a maximum period of five years to Western Data Enterprises in the amount of \$129,000.00 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-5-b

Date: May 17, 2005

Subject: Reject Bids – Baseball Electronic Scoreboard  
Riverside City Campus

Background: District staff advertised the Notice Inviting Bids relative to a new baseball electronic scoreboard for the Riverside City Campus for two weeks and sent a Notice Inviting Bids to six specific vendors who specialize in electronic scoreboards. On April 28, 2005, two bids were received in response to said Invitation to Bid.

The results were as follows:

<u>Trans Lux, Fair-Play</u>	<u>Inland Building Companies</u>
\$33,355.85 direct wired control	\$51,734.00
\$33,723.99 wireless control	

Trans Lux, Fair-play was considered non-responsive because it had not submitted a Certificate of Liability Insurance at the time of the bid opening. This firm also submitted two bids for the scope of work for a direct wire and a wireless product. The Inland Building Companies bid amount exceeded the budget for this project.

Following review, District staff recommends rejecting both of these bids, revising the scope of work of the project and re-bidding.

Recommended Action: It is recommended that the Board of Trustees (1) reject all bids for the Baseball Electronic Scoreboard, and (2) authorize re-bidding the project after revising the scope of work to be performed.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FOUNDATION

Report No.: IV-A-6

Date: May 17, 2005

Subject: Donations

Background: 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.

Recommended Action: 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

Description

Contributed to the Norco Campus CACT Center  
500 lbs of plastic and colorant for injection molding

Estimated Value: \$250

Contributed to the RCC Alumni House

20 60" Round Tables  
8 Banquet Tables  
8 Conference Tables  
200 Black Outdoor Chairs  
46 Upholstered Chairs

Estimated Value: \$22,500

Donor

Mr. John McGill, Jr.  
Cal Mar Saint-Gobain  
333 S. Turnbull Canyon Rd.  
City of Industry, CA 91745

RCCD Foundation  
4800 Magnolia Avenue  
Riverside, CA 92506



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: May 17, 2005

Subject: Out-of-State Travel

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

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

Retroactive:

- 1) Mr. Douglas A. Beckstrom, associate professor, dental technology, Moreno Valley Campus to travel to Sparks, Nevada, May 5-7, 2005, to attend the Western States Conference of Dental Laboratories. Estimated cost: \$947.69. \$200.00 from the general fund, and \$747.69 paid by the employee.

Current:

- 1) Mr. David Avalos, instructor, culinary arts, to travel to Kansas City, Missouri, June 19-25, 2005, to accompany 12 students attending the National Skills USA Leadership Conference. Estimated cost: \$9,844.00. Funding sources: \$1,724.00 from the Vocational Education Training Act grant funds, \$1,950.00 from the Skills USA Trust, \$2,040.00 from RCC Foundation Scholarships, \$4,090.00 from ASRCC funds, \$40.00 from the Graphix Club Trust.
- 2) Mr. Greg Aycock, outcomes assessment specialist, to travel to Indianapolis, Indiana, July 22-26, 2005, to attend the Applied Statistics Institute Conference. Estimated cost: \$2,305.00. Funding source: Title V grant funds.
- 3) Ms. Jill Christiansen, instructor, nursing education, to travel to Washington, D.C., May 31-June 3, 2005, to attend the Health Professions: Working for a Healthier America Conference. Estimated cost: \$1,776.69. Funding source: Health Resources and Services Administration grant funds.
- 4) Dr. Marie Colucci, associate professor, nursing education, to travel to Washington, D.C., May 31-June 3, 2005, to attend the Health Professions: Working for a Healthier America. Estimated cost: \$1,776.69. Funding source: Health Resources and Services Administration grant funds.
- 5) Mr. Richard Finner, associate professor, graphics technology, to travel to Kansas City, Missouri, June 18-25, 2005, to attend the National Skills USA Leadership Conference. Estimated cost: \$1,783.00. Funding source: Vocational Education Training Act grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: May 17, 2005

Subject: Out-of-State Travel

- 6) Ms. Marylin Jacobsen, director, center for international students and programs, to travel to Seattle, Washington, May 28-June 3, 2005, to attend the Annual National Association of Foreign Student Advisors Conference. Estimated cost: \$2,477.40. Funding source: the general fund.
- 7) Dr. Mark Lehr, assistant professor, computer information systems, Mr. Jason Newton, computer technician, , Mr. Raul Jimenez, computer technician, , and Mr. Timothy Hidalgo, student lab aide, to travel to White Sand, New Mexico, June 10-19, 2005, to participate in the NASA White Sands Design Review. Estimated cost: \$2,700.00. Funding source: NASA grant funds.
- 8) Dr. Dawn Lindsay, dean, academic and student affairs, to travel to Boston, Massachusetts, July 24-28, 2005, to attend the American Association of Community Colleges Future Leaders Institute's Advanced Conference. Estimated cost: \$2,837.57. Funding source: the general fund.
- 9) Mr. Jose Medina, Member, Board of Trustees, to travel to San Juan, Puerto Rico, June 22-26, 2005, to attend the National Association of Latino Elected Officials 22<sup>nd</sup> Annual Conference. Estimated cost: \$2,707.20. Funding source: the general fund.
- 10) Mr. Kevin Mayse, assistant professor, performing arts, to travel to Austin, Texas, June 18-23, 2005, to attend the University of Texas Conducting Workshop. Estimated cost: \$1,449.00. Funding sources: \$400.00 from the general fund, and \$1,049.00 to be paid by the employee.
- 11) Ms. Annette Meneses, international students/programs specialist, to travel to Seattle, Washington, May 28-June 3, 2005, to attend the Annual National Association of Foreign Student Advisors Conference. Estimated cost: \$2,617.40. Funding source: the general fund.
- 12) Mr. Mohammad Moghaddam, director, hospitality and culinary arts, to travel to Chicago, Illinois, May 20-24, 2005, to attend the National Restaurant Association Show. Estimated cost: \$896.57. Funding source: the general fund.
- 13) Dr. Chris Nollette, instructor, emergency medical services/paramedic programs director, to travel to Harrisburg, Pennsylvania, June 13-14, 2005, to attend the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions site visitation. There is no cost to the District.
- 14) Dr. Chris Nollette, instructor, emergency medical services/paramedic programs director, to travel to Denver, Colorado, June 15-18, 2005, to attend an American Heart Association Education Subcommittee meeting. There is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: May 17, 2005

Subject: Out-of-State Travel (continued)

- 15) Dr. Chris Nollette, instructor, emergency medical services/paramedic programs director, to travel to Montgomery, Alabama, October 17-18, 2005, to attend a Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions site visitation. There is no cost to the District.
- 16) Ms. Joan Pleasants, professor, chemistry, to travel to Florence, Italy, May 24-31, 2005, to attend the 2005 National Science Foundation workshop. Estimated cost: \$2,882.00. Funding sources: \$1,200.00 from the general fund, \$500.00 from faculty staff development funds, and \$1,182.00 to be paid by the employee.
- 17) Ms. Paula Stafford, instructor, physician's assistants program, to travel to Orlando, Florida, May 27-June 1, 2005, to attend the American Academy of Physician Assistants Annual Conference. Estimated cost: \$2,076.65. Funding source: the general fund.
- 18) Ms. Teresa Thetford, instructor, academic coordinator, to travel to Orlando, Florida, May 27-June 1, 2005, to attend the American Academy of Physician Assistants' Annual Conference. Estimated cost: \$2,215.00. Funding source: the general fund.
- 19) Dr. John Tillquist, dean, business information systems, to travel to Washington, D.C., June 24-27, 2005, to attend the Professional Business School Accreditation Annual Conference. Estimated cost: \$2,119.00. Funding source: Vocational Technical Education Act grant funds.
- 20) Mr. Daniel Vega, guidance adjunct, Title V program, to travel to Orlando, Florida, June 21-26, 2005, to attend the National Career Development Association Conference. Estimated cost: \$1,911.22. Funding source: Title V grant funds.
- 21) Ms. Eugenia Vincent, district dean, student financial aide, to travel to New York City, New York, July 2-11, 2005, to attend the National Association of Student Financial Aide Administrators National Association Conference. Estimated cost: \$2,200.67. Funding source: Augmentation grant funds.

Salvatore G. Rotella  
Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-8-a

Date: May 17, 2005

Subject: Engagement as Legal Counsel – Burke, Williams & Sorensen, LLP

Background: The District uses legal counsel on a wide variety of issues. Dr. Jack Lipton, Attorney at Law, Burke, Williams & Sorensen, LLP, has an expertise in employment law and training. This firm has an office in Riverside. Funding source: the general fund.

Recommended Action: It is recommended that the Board of Trustees approve the retention of Burke, Williams & Sorensen, LLP, on an as needed bases, effective April 5, 2005 through June 30, 2006, and authorize the Vice President, Administration and Finance to sign the Agreement.

Salvatore G. Rotella  
President

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

LAW OFFICES

**BURKE, WILLIAMS & SORENSEN, LLP**

3403 TENTH STREET, SUITE 300  
RIVERSIDE, CALIFORNIA 92501-3629

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611 WEST SIXTH STREET, SUITE 2500  
LOS ANGELES, CALIFORNIA 90017-3102  
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Fax: (213) 236-2700

ORANGE COUNTY OFFICE  
5 PARK PLAZA, SUITE 1280  
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Fax: (949) 863-3350

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701 "B" STREET, SUITE 1790  
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SAN JOSE OFFICE  
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SAN JOSE, CALIFORNIA 95112-5572  
Tel: (408) 299-0422  
Fax: (408) 299-0429

VENTURA COUNTY OFFICE  
2310 EAST PONDEROSA DRIVE, SUITE 25  
CAMARILLO, CALIFORNIA 93010-4747  
Tel: (805) 987-3468  
Fax: (805) 482-9834

Writer's Direct Dial:  
(213) 236-2817  
jlipton@bwslaw.com

May 12, 2005

**VIA FACSIMILE (951) 222-8035  
AND U.S. MAIL**

Dr. James Buysse  
Vice Chancellor for Administration and Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, California 92506-1299

Re: Engagement as Legal Counsel

Dear Dr. Buysse:

This letter is written to set out and confirm the terms of the legal services to be performed by Burke, Williams & Sorensen, LLP on behalf of Riverside Community College District ("District"). In fact, Section 6148 of the *Business and Professions Code* requires a written fee contract between attorneys and their clients to set forth the scope of the legal services which the attorneys have been retained to perform, and the fees which the attorneys will charge to perform those services. This letter, when signed by you on behalf of the District, and returned to me, is intended to fulfill the requirements of this statute.

**1. Scope of Services**

The District is retaining us to provide legal services as assigned.

**2. Fees and Costs**

We will charge the District a discounted blended rate of \$205 per hour for partners, and a discounted blended rate of \$180 per hour for associates. These rates will remain in effect through December 2005, and will increase by the CPI each January.

We will pass through costs that we incur on behalf of the District. The rate for photocopying is 20¢ per page, we will charge for mileage at the IRS rate, and we will charge for outgoing telephone faxes at the rate of \$1 per page.

**BURKE, WILLIAMS & SORENSEN, LLP**

Backup IV-A-8-a  
May 17, 2005  
Page 2 of 3

**3. Billings**

We will provide the District with itemized monthly billings, with time listed in increments of 1/10 of an hour. The District agrees to pay any balance in full within thirty days after receipt of our statement. Please promptly contact us in the event of an error or dispute in billing, and we will attempt to resolve the matter as quickly as possible.

**4. Termination**

The District may discharge us at any time by written notice which is effective when received by us. Unless the parties otherwise agree in writing, we will provide no further services and advance no further costs on the District's behalf after receipt of this notice. We may withdraw from this engagement with the District's consent or for good cause. Good cause includes the District's breach of this agreement or refusal to cooperate with us, or any fact or circumstance that would render our continuing representation unlawful or unethical. Notwithstanding a discharge or withdrawal, the District will remain obligated to pay us for all legal services provided under this agreement and to reimburse us for all costs incurred prior to termination.

**5. Insurance**

In accordance with Section 6148(a)(4) of the *Business and Professions Code*, we hereby inform you that we maintain errors-and-omissions insurance coverage applicable to the legal services to be rendered.

— — — —

**BURKE, WILLIAMS & SORENSEN, LLP**

Backup IV-A-8-a  
May 17, 2005  
Page 3 of 3

Please carefully review the terms of this letter agreement and, if you find them acceptable, execute the enclosed copy and return it to me. We will begin work for the District after our receipt of an executed copy of this agreement.

Sincerely yours,

JACK P. LIPTON, Ph.D., Esq.  
of BURKE, WILLIAMS & SORENSEN, LLP

I have read and understand the foregoing terms and conditions and agree to them.

Dated: May \_\_\_\_, 2005

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Dr. James Buysse  
Vice Chancellor for Administration and Finance  
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-a

Date: May 17, 2005

Subject: Surplus Property

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

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

Salvatore G. Rotella  
Chancellor

Prepared by: Francisco Castro  
Capital Asset Inventory Technician



QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR - 19 INCH	EV910	190168139828	015124
1	GATEWAY	MONITOR - 19 INCH	EV910	190168078422	015051
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745725	014683
1	GATEWAY	MONITOR - 17 INCH	EV700	17004A907418	014416
1	GATEWAY	MONITOR - 19 INCH	VX920	P008023323	017250
1	SHARP	FAX MACHINE	FO2950M	OG122865	017389
1	GATEWAY	COMPUTER - CPU PC	E4200-400	0013997528	013526
1	GATEWAY	MONITOR - 15 INCH	EV500	DU15038A72557	019202
1	GATEWAY	MONITOR - 15 INCH	EV500	DU15038A72562	019206
1	KDS	mONITOR	VS-195	1182084396	013810
1	KDS	MONITOR	VS-195	1182083889	013768
1	KDS	MONITOR	VS-195	1182083647	013823
1	KDS	MONITOR	VS-195	1182083657	013813
1	KDS	MONITOR	VS-195	1182086906	013809
1	KDS	MONITOR	VS-195	1182083653	013828
1	KDS	MONITOR	VS-195	1182083528	013812
1	KDS	MONITOR	VS-195	0592036740	013814
1	KDS	MONITOR	VS-195	1182084467	013798
1	KDS	MONITOR	VS-195	1182084468	013795
1	KDS	MONITOR	VS-195	1182083583	013797
1	KDS	MONITOR	VS-195	1182086656	013774
1	KDS	MONITOR	VS-195	1182083629	013778
1	KDS	MONITOR	VS-195	0592032822	013780
1	KDS	MONITOR	VS-195	0592032814	013800
1	KDS	MONITOR	VS-195	0592032751	013794
1	KDS	MONITOR	VS-195	0592032654	013770
1	KDS	MONITOR	VS-195	0592032812	013772
1	KDS	MONITOR	VS-195	0592032630	013815
1	KDS	MONITOR	VS-195	1182084395	013825
1	NUARC	PLATEMAKER	ULTRAPLU		003669
1	ASCOM	POSTAGE SYSTEM	335		008854
1	GATEWAY	COMPUTER - CPU PC	e3000	0009156037	010343
1	PANASONIC	COPIER	fp-d250	hjbua312612	015095
1	GATEWAY	COMPUTER - CPU PC	E3600	0026416983	018742
1	GATEWAY	COMPUTER - CPU PC	E4200-550	0015881113	014255
1	STRATASYS	RAPID PROTOTYPE MACHINE	GENISYS XS	SHGN01XS	015681
1	GATEWAY	CPU/MONITOR	e3110	9663658	013014
1	GATEWAY	CPU/MONITOR	e3200	01129543	012338
1	GATEWAY	CPU/MONITOR	e4200	11295438	012342
1	GATEWAY	CPU/MONITOR	e3200	11295440	012334
1	GATEWAY	CPU/MONITOR	e3200	0011296441	012332
1	GATEWAY	CPU/MONITOR	e3110	00966365	013046
1	MACINTOSH	COMPUTER - CPU MAC	IMAC		020972
1	HP	PRINTER - LASERJET	JJ4		007424
1	GATEWAY	CPU/MONITOR	e4200	15732333	014127
1	GATEWAY	CPU/MONITOR	e4200	12927961	012494
1	GATEWAY	CPU/MONITOR	e3110		011448
1	APPLE	CPU/MONITOR	G3		012350
1	GATEWAY	CPU W/MONITOR	e3200	0011220604	011585
1	GATEWAY	CPU/MONITOR	e4200	0013308936	013435

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
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1	GATEWAY	CPU W/MONITOR	E4200	011560501	012019
1	GATEWAY	CPU W/MONITOR	E4200	011560503	012024
1	GATEWAY	CPU W/MONITOR	E4200	0013997484	013701
1	GATEWAY	CPU W/MONITOR	E4200	0013997475	013707
1	GATEWAY	CPU W/MONITOR	E4200	0013997491	013709
1	GATEWAY	CPU W/MONITOR	E4200	0013997482	013725
1	DIGITAL	CPU W/MONITOR	433au		020429
1	GATEWAY	CPU W/MONITOR	e4200		012028
1	GATEWAY	CPU/MONITOR	e4200	0013997473	013733
1	GATEWAY	CPU W/MONITOR	e4200	0013308927	013433
1	GATEWAY	CPU/MONITOR	e4200	0013308941	013760
1	HP	PRINTER - LASERJET	lj4		007164
1	MACINTOSH	COMPUTER - CPU MAC	G4	XB9120KDG9D	013475
1	GATEWAY	CPU W/MONITOR	e3200	0011220595	011581
1	CANON	COPIER	np2120	f230900	024163
1	GATEWAY	CPU W/MONITOR	E3100	0007912391	010488
1	GATEWAY	CPU W/MONITOR	e4200	0013616887	013608
1	GATEWAY	CPU W/MONITOR	E4200	0013576889	013610
1	GATEWAY	CPU W/MONITOR	E4200	0013516888	013612
1	GATEWAY	CPU W/MONITOR	E4200	0013516886	013614
1	OKIDATA	PRINTER - LASERJET	OL600E	04a1092257	010486
1	GATEWAY	CPU/MONITOR	e3100	0007912378	010485
1	HP	PRINTER - LASERJET	LJ5SI		024252
1	GATEWAY	CPU/MONITOR	e4200		012263
1	GATEWAY	MONITOR - 19 INCH	ev910	190168139828	015124
1	GATEWAY	MONITOR - 19 INCH	VX900	V9G031080	014009
1	GATEWAY	MONITOR - 17 INCH	VX700	P905007174	013558
1	GATEWAY	MONITOR - 17 INCH	VX700	P905007755	013534
1	GATEWAY	MONITOR - 17 INCH	VX700	P905007593	013563
1	GATEWAY	MONITOR - 17 INCH	VX700	P905007599	013877
1	GATEWAY	MONITOR - 15 INCH	EV500	DU15038A72557	019202
1	GATEWAY	MONITOR - 15 INCH	EV500	DU15038A72562	019206
1	GATEWAY	MONITOR - 19 INCH	VX920	M201025000	019324
1	VIEWSONIC	MONITOR - 17 INCH FLATPANEL	VE175	A1A023001220	019985
1	GATEWAY	MONITOR - 19 INCH	VX900	V9G031087	014008
1	SONY	PROJECTOR LCD	XL1000U	10119	013962
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0023419304	017475
1	GATEWAY	COMPUTER - CPU PC	E4200-400	0013997518	013555
1	DELL	COMPUTER - CPU PC	310	H024I	014626
1	DELL	COMPUTER - CPU PC	DIMENSION XPS B800	FPXZ601	016182
1	DELL	COMPUTER - CPU PC	DIMENSION XPS B800	75Z1701	016076
1	GATEWAY	CPU W/MONITOR	e3200	0011220604	011585
1	GATEWAY	CPU W/MONITOR	e3110	0009543494	020323
1	GATEWAY	CPU/MONITOR	e4200	0013997665	013422
1	CLONE	CPU W/MONITOR	PII		020436
1	GATEWAY	CPU W/MONITOR	E4200	0113997464	013681
1	GATEWAY	CPU W/MONITOR	E4200	0113997480	013687
1	MACINTOSH	COMPUTER - CPU MAC	G4	XB9120KDG9D	013475
1	GATEWAY	CPU/MONITOR	E3200	0011220611	011557

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
2	N/A	DESKS	N/A	N/A	N/A
3	N/A	FILE CABINET	N/A	N/A	N/A
16	N/A	CHAIRS	N/A	N/A	N/A

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-B-1

Date: May 17, 2005

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2004 through April 30, 2005. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-B-1

Date: May 17, 2005

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended April 30, 2005.

Salvatore G. Rotella  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 11, Resource 1000 - General Operating - Unrestricted**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 90,995,537	\$ 102,502,894	\$ 102,502,894	\$ 86,441,550
Intrafund Transfer from				
District Bookstore (Resource 1110)	410,000	510,000	510,000	340,000
Interfund Transfer from				
Self-Funded Equipment and				
Facility Projects (Resource 4150)	1,716,899	983,860	983,860	737,895
General Obligation Bond Funded				
Capital Outlay (Resource 4160)	746,127	0	0	0
Total Revenues	<u>\$ 93,868,563</u>	<u>\$ 103,996,754</u>	<u>\$ 103,996,754</u>	<u>\$ 87,519,445</u>
Expenditures				
Academic Salaries	\$ 43,635,772	\$ 47,238,166	\$ 46,942,120	\$ 37,843,789
Classified Salaries	19,605,799	22,313,577	22,130,872	16,633,545
Employee Benefits	15,685,131	18,854,101	19,062,539	13,997,692
Materials & Supplies	1,246,817	1,899,402	1,918,688	1,383,572
Services	8,448,385	11,124,193	11,150,620	7,676,594
Capital Outlay	913,980	1,091,128	1,315,728	501,008
Debt Service	1,373,447	0	0	0
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	610,740	665,157	665,157	498,867
Customized Solutions (Resource 1170)	171,390	173,470	173,470	130,104
EOPS (Resource 1190)	0	30,000	30,000	22,500
PASS (Resource 1190)	113,462	0	0	0
Federal Work Study (Resource 1190)	97,652	130,068	130,068	120,577
Cal Works (Resource 1190)	100,918	0	0	0
Matriculation (Resource 1190)	273,213	273,213	273,213	204,909
CITD (Resource 1190)	0	17,500	17,500	13,125
Charter School (Resource 1190)	0	40,229	40,229	40,229
Instr. Equipment Match (Resource 1190)	0	656,782	656,782	493,488
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,942
Interfund Transfer to:				
Resource 3300	0	320,000	320,000	240,000
Resource 6100	0	500,000	500,000	500,000
Total Expenditures	<u>\$ 92,469,963</u>	<u>\$ 105,520,243</u>	<u>\$ 105,520,243</u>	<u>\$ 80,444,941</u>
Revenues Over (Under) Expenditures	\$ 1,398,600	\$ (1,523,489)	\$ (1,523,489)	\$ 7,074,503
Beginning Fund Balance	<u>6,285,492</u>	<u>7,684,092</u>	<u>7,402,371</u>	<u>7,402,371</u>
Ending Fund Balance	<u>\$ 7,684,092</u>	<u>\$ 6,160,603</u>	<u>\$ 5,878,882</u>	<u>\$ 14,476,874</u>
Ending Cash Balance				<u>\$ 14,772,442</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,807,126	\$ 1,852,246	\$ 1,852,246	\$ 1,764,721
Interfund Transfer from General Obligation Bond Funded Capital Outlay (Resource 4160)	127,279	0	0	0
Total Revenue	<u>\$ 1,934,405</u>	<u>\$ 1,852,246</u>	<u>\$ 1,852,246</u>	<u>\$ 1,764,721</u>
Expenditures				
Classified Salaries	\$ 802,839	\$ 1,088,931	\$ 1,088,931	\$ 884,072
Employee Benefits	235,253	338,119	338,119	244,376
Materials & Supplies	46,015	47,711	47,711	35,777
Services	198,681	215,407	214,413	170,388
Capital Outlay	44,042	93,629	162,295	103,971
Debt Service	238,999	0	0	0
Total Expenditures	<u>\$ 1,565,829</u>	<u>\$ 1,783,797</u>	<u>\$ 1,851,469</u>	<u>\$ 1,438,585</u>
Revenues Over (Under) Expenditures	\$ 368,576	\$ 68,449	\$ 777	\$ 326,136
Beginning Fund Balance	415,503	784,079	784,079	784,079
Ending Fund Balance	<u>\$ 784,079</u>	<u>\$ 852,528</u>	<u>\$ 784,856</u>	<u>\$ 1,110,214</u>
Ending Cash Balance				<u>\$ 1,109,854</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 508,848	\$ 582,194	\$ 582,194	\$ 470,110
Expenditures				
Academic Salaries	\$ 107,186	\$ 111,371	\$ 111,371	\$ 84,901
Classified Salaries	201,136	235,757	235,757	172,908
Employee Benefits	43,703	61,079	61,079	36,043
Materials & Supplies	19,799	91,165	91,165	17,156
Services	72,068	83,511	83,511	58,890
Capital Outlay	972	1,000	1,000	831
Total Expenditures	\$ 444,864	\$ 583,883	\$ 583,883	\$ 370,728
Revenues Over (Under) Expenditures	\$ 63,984	\$ (1,689)	\$ (1,689)	\$ 99,382
Beginning Fund Balance	269,104	333,088	333,088	333,088
Ending Fund Balance	\$ 333,088	\$ 331,399	\$ 331,399	\$ 432,470
Ending Cash Balance				\$ 432,372



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 11, Resource 1080 - Community Education**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 787,162	\$ 919,530	\$ 919,530	\$ 878,342
Expenditures				
Academic Salaries	\$ 5,241	\$ 5,539	\$ 5,539	\$ 4,616
Classified Salaries	337,381	359,396	360,637	267,713
Employee Benefits	60,605	71,091	62,094	44,317
Materials & Supplies	10,578	14,247	17,065	13,180
Services	332,265	403,822	408,748	353,961
Capital Outlay	1,500	800	812	0
Total Expenditures	\$ 747,570	\$ 854,895	\$ 854,895	\$ 683,786
Revenues Over (Under) Expenditures	\$ 39,592	\$ 64,635	\$ 64,635	\$ 194,556
Beginning Fund Balance	(24,043)	15,549	15,549	15,549
Ending Fund Balance	\$ 15,549	\$ 80,184	\$ 80,184	\$ 210,105
Ending Cash Balance				\$ 210,105

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 716,748	\$ 683,682	\$ 683,682	\$ 614,107
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	144,942
Total Revenues	<u>\$ 910,005</u>	<u>\$ 876,939</u>	<u>\$ 876,939</u>	<u>\$ 759,049</u>
Expenditures				
Classified Salaries	\$ 313,925	\$ 269,380	\$ 237,939	\$ 208,957
Employee Benefits	91,883	76,665	67,948	50,922
Materials & Supplies	29,492	34,745	37,297	27,729
Services	441,689	494,151	531,757	417,865
Total Expenditures	<u>\$ 876,989</u>	<u>\$ 874,941</u>	<u>\$ 874,941</u>	<u>\$ 705,472</u>
Revenues Over (Under) Expenditures	\$ 33,016	\$ 1,998	1,998	\$ 53,576
Beginning Fund Balance	<u>(565,676)</u>	<u>(532,660)</u>	<u>(532,660)</u>	<u>(532,660)</u>
Ending Fund Balance	<u>\$ (532,660)</u>	<u>\$ (530,662)</u>	<u>\$ (530,662)</u>	<u>\$ (479,084)</u>
Ending Cash Balance				<u>\$ (479,084)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 11, Resource 1110 - Contractor-Operated Bookstore**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 829,111	\$ 791,658	\$ 791,658	\$ 704,849
Interfund Transfer from General Obligation Bond Funded Capital Outlay (Resource 4160)	53,804	0	0	0
Total Revenue	<u>\$ 882,915</u>	<u>\$ 791,658</u>	<u>\$ 791,658</u>	<u>\$ 704,849</u>
Expenditures				
Classified Salaries	\$ 24,497	\$ 4,541	\$ 4,541	\$ 4,541
Employee Benefits	11,634	522	522	521
Services	23,863	25,619	25,619	22,290
Debt Service	102,497	0	0	0
Interfund Transfer to Food Services (Resource 3200)	226,930	326,930	326,930	217,953
Intrafund Transfer to General Operating (Resource 1000)	410,000	510,000	510,000	340,000
Total Expenditures	<u>\$ 799,421</u>	<u>\$ 867,612</u>	<u>\$ 867,612</u>	<u>\$ 585,304</u>
Revenues Over (Under) Expenditures	\$ 83,494	\$ (75,954)	\$ (75,954)	\$ 119,544
Beginning Fund Balance	38,124	121,618	121,618	121,618
Ending Fund Balance	<u>\$ 121,618</u>	<u>\$ 45,664</u>	<u>\$ 45,664</u>	<u>\$ 241,162</u>
Ending Cash Balance				<u>\$ 241,162</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 11, Resource 1170 - Customized Solutions**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 272,878	\$ 563,038	\$ 763,038	\$ 158,238
Intrafund Transfer from General Operating (Resource 1000)	171,390	173,470	173,470	130,104
Total Revenue	<u>\$ 444,268</u>	<u>\$ 736,508</u>	<u>\$ 936,508</u>	<u>\$ 288,342</u>
Expenditures				
Academic Salaries	\$ 11,114	\$ 35,544	\$ 49,588	\$ 2,014
Classified Salaries	119,679	128,827	132,827	105,505
Employee Benefits	44,971	50,180	51,736	32,467
Materials & Supplies	9,067	30,167	40,667	6,269
Services	120,113	205,190	375,090	83,471
Capital Outlay	0	574	574	573
Total Expenditures	<u>\$ 304,944</u>	<u>\$ 450,482</u>	<u>\$ 650,482</u>	<u>\$ 230,300</u>
Revenues Over (Under) Expenditures	\$ 139,324	\$ 286,026	\$ 286,026	\$ 58,042
Beginning Fund Balance	<u>(166,368)</u>	<u>(27,044)</u>	<u>(27,044)</u>	<u>(27,044)</u>
Ending Fund Balance	<u>\$ (27,044)</u>	<u>\$ 258,982</u>	<u>\$ 258,982</u>	<u>\$ 30,999</u>
Ending Cash Balance				<u>\$ 30,999</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 12, Resource 1180 - Redevelopment Pass-Through**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 499,839	\$ 526,106	\$ 526,106	\$ 219,447
Interfund Transfer from General Obligation Bond Fund Projects (Resource 4160)	95,553	0	0	0
Total Revenues	<u>\$ 595,392</u>	<u>\$ 526,106</u>	<u>\$ 526,106</u>	<u>\$ 219,447</u>
Expenditures				
Services	\$ 96,454	\$ 151,900	\$ 151,900	\$ 114,968
Capital Outlay	286,882	286,658	286,658	0
Total Expenditures	<u>\$ 383,336</u>	<u>\$ 438,558</u>	<u>\$ 438,558</u>	<u>\$ 114,968</u>
Revenues Over (Under) Expenditures	\$ 212,056	\$ 87,548	\$ 87,548	\$ 104,479
Beginning Fund Balance	<u>1,439,767</u>	<u>1,651,823</u>	<u>1,651,823</u>	<u>1,651,823</u>
Ending Fund Balance	<u>\$ 1,651,823</u>	<u>\$ 1,739,371</u>	<u>\$ 1,739,371</u>	<u>\$ 1,756,302</u>
Ending Cash Balance				<u>\$ 1,756,302</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 12, Resource 1190 - Grants and Categorical Programs**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 12,459,168	\$ 17,791,991	\$ 19,082,191	\$ 10,165,531
Interfund Transfer from Self Funded Equip. and Facilities Projects (Resource 4150)				
For Instructional Equipment Match	163,506	0	0	11,073
Intrafund Transfers from General Operating (Resource 1000)				
For DSP&S	610,740	665,157	665,157	498,867
For Cal Works	100,918	0	0	0
For EOPS	0	30,000	30,000	22,500
For PASS	113,462	0	0	0
For Federal Work Study	97,652	130,068	130,068	120,577
For Matriculation	273,213	273,213	273,213	204,909
For Gateway to College	0	40,229	40,229	40,229
For Instructional Equipment	0	656,782	656,782	493,488
For CITD	0	17,500	17,500	13,125
Total Revenues	\$ 13,818,659	\$ 19,604,940	\$ 20,895,140	\$ 11,570,299
Expenditures				
Academic Salaries	\$ 2,864,272	\$ 3,640,921	\$ 3,877,048	\$ 2,456,409
Classified Salaries	3,583,988	4,456,829	4,790,195	3,376,623
Employee Benefits	1,812,732	2,239,410	2,372,561	1,470,251
Materials & Supplies	943,376	1,083,500	1,349,256	437,411
Services	2,387,370	4,540,071	4,644,796	2,052,590
Capital Outlay	1,904,672	3,161,863	3,370,092	2,133,861
Scholarships	65,822	255,146	255,146	63,694
Student Grants (Financial, Book, Meal, Transportation)	256,427	227,200	236,046	193,660
Total Expenditures	\$ 13,818,659	\$ 19,604,940	\$ 20,895,140	\$ 12,184,499
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (614,200)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (614,200)
Ending Cash Balance				\$ (762,848)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,328,533	\$ 1,351,058	\$ 1,351,058	\$ 1,035,951
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	226,930	326,930	326,930	217,953
Total Revenues	<u>\$ 1,555,463</u>	<u>\$ 1,677,988</u>	<u>\$ 1,677,988</u>	<u>\$ 1,253,904</u>
Expenditures				
Classified Salaries	\$ 526,861	\$ 565,719	\$ 565,719	\$ 427,495
Employee Benefits	175,001	213,400	213,400	124,059
Materials & Supplies	733,915	756,831	756,831	559,040
Services	82,860	130,419	130,419	76,826
Capital Outlay	9,832	10,000	20,629	4,547
Total Expenditures	<u>\$ 1,528,469</u>	<u>\$ 1,676,369</u>	<u>\$ 1,686,998</u>	<u>\$ 1,191,966</u>
Revenues Over (Under) Expenditures	\$ 26,994	\$ 1,619	\$ (9,010)	\$ 61,938
Beginning Fund Balance	225,540	252,534	252,534	252,534
Ending Fund Balance	<u>\$ 252,534</u>	<u>\$ 254,153</u>	<u>\$ 243,524</u>	<u>\$ 314,472</u>
Ending Cash Balance				<u>\$ 277,600</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 748,380	\$ 815,926	\$ 815,926	\$ 564,775
Interfund Transfer from General Operating (Resource 1000)	0	320,000	320,000	240,000
Total Revenues	<u>\$ 748,380</u>	<u>\$ 1,135,926</u>	<u>\$ 1,135,926</u>	<u>\$ 804,775</u>
Expenditures				
Academic Salaries	\$ 488,769	\$ 684,600	\$ 670,600	\$ 465,109
Classified Salaries	61,202	124,710	138,710	101,569
Employee Benefits	110,306	180,797	180,797	110,639
Materials & Supplies	24,202	55,396	54,846	19,054
Services	28,756	55,704	55,704	20,509
Capital Outlay	0	0	550	0
Total Expenditures	<u>\$ 713,235</u>	<u>\$ 1,101,207</u>	<u>\$ 1,101,207</u>	<u>\$ 716,881</u>
Revenues Over (Under) Expenditures	\$ 35,145	\$ 34,719	\$ 34,719	\$ 87,895
Beginning Fund Balance	<u>(36,600)</u>	<u>(1,455)</u>	<u>(1,455)</u>	<u>(1,455)</u>
Ending Fund Balance	<u>\$ (1,455)</u>	<u>\$ 33,264</u>	<u>\$ 33,264</u>	<u>\$ 86,440</u>
Ending Cash Balance				<u>\$ 144,399</u>



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

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5,526,941	\$ 6,274,694	\$ 6,274,694	\$ 2,908,908
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	0	322,000	322,000	322,000
Total Revenues	<u>\$ 5,526,941</u>	<u>\$ 6,596,694</u>	<u>\$ 6,596,694</u>	<u>\$ 3,230,908</u>
Expenditures				
Materials & Supplies	\$ 0	\$ 70,000	\$ 75,000	\$ 57,893
Services	0	504,656	91,056	11,668
Capital Outlay	5,579,893	6,163,679	6,572,279	3,577,377
Total Expenditures	<u>\$ 5,579,893</u>	<u>\$ 6,738,335</u>	<u>\$ 6,738,335</u>	<u>\$ 3,646,938</u>
Revenues Over (Under) Expenditures	\$ (52,952)	\$ (141,641)	\$ (141,641)	\$ (416,030)
Beginning Fund Balance	193,388	140,436	140,436	140,436
Ending Fund Balance	<u>\$ 140,436</u>	<u>\$ (1,205)</u>	<u>\$ (1,205)</u>	<u>\$ (275,594)</u>
Ending Cash Balance				<u>\$ (306,194)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2005**

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 <u>7-1-03 to 6-30-04</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,435	\$ 2,500	\$ 2,500	\$ 5,506
Expenditures				
Capital Outlay	\$ 33,467	\$ 367,062	\$ 367,062	\$ 23,142
Total Expenditures	\$ 33,467	\$ 367,062	\$ 367,062	\$ 23,142
Revenues Over (Under) Expenditures	\$ (29,032)	\$ (364,562)	\$ (364,562)	\$ (17,636)
Beginning Fund Balance	393,594	364,562	364,562	364,562
Ending Fund Balance	<u>\$ 364,562</u>	<u>\$ 0</u>	<u>\$ (0)</u>	<u>\$ 346,925</u>
Ending Cash Balance				<u>\$ 346,925</u>

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

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 992,841	\$ 15,000	\$ 15,000	\$ 11,489
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	\$ 11,489
Beginning Fund Balance	22,525	317	317	317
Ending Fund Balance	<u>\$ 317</u>	<u>\$ 317</u>	<u>\$ 317</u>	<u>\$ 11,805</u>
Ending Cash Balance				<u>\$ 11,805</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
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The La Sierra Capital Resource is used to account for the revenues and expenses associated with the District's La Sierra Property.

**Fund 41, Resource 4130 - La Sierra Capital**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 79,616	\$ 85,000	\$ 85,000	\$ 72,452
Sale of Land	130,000	0	0	0
Interfund Transfer from General Obligation Bond Funded Projects (Resource 4160)	98,238	0	0	0
Total Revenues	\$ 307,854	\$ 85,000	\$ 85,000	\$ 72,452
Expenditures				
Services	\$ 4,731	\$ 73,719	\$ 73,719	\$ 107,384
Capital Outlay	143,833	2,191,737	3,187,687	1,175,888
Total Expenditures	\$ 148,564	\$ 2,265,456	\$ 3,261,406	\$ 1,283,272
Revenues Over (Under) Expenditures	\$ 159,290	\$ (2,180,456)	\$ (3,176,406)	\$ (1,210,821)
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	\$ 6,169,015
Ending Cash Balance				\$ 6,169,015

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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The Digital Library / Learning Resource Center Resource is used to account for state revenues and expenditures associated with constructing and equipping the Digital Library / Learning Resource Center.

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,039,116	\$ 926	\$ 926	\$ 866
Expenditures				
Materials & Supplies	\$ 6,697	\$ 0	\$ 0	0
Capital Outlay	2,032,419	926	926	\$ 866
Total Expenditures	\$ 2,039,116	\$ 926	\$ 926	\$ 866
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Ending Cash Balance				<u>\$ 0</u>

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

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 28,551	\$ 0	\$ 0	\$ 17,993
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	<u>494,483</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 523,034</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 17,993</u>
Expenditures				
Services	\$ (2,014)	\$ 0	\$ 0	\$ 0
Capital Outlay	1,262,144	0	0	0
Interfund Transfers to:				
General Operating (Resource 1000)	1,716,899	983,860	983,860	748,968
Grants & Categorical Programs (Resource 1190)	<u>174,579</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 3,151,608</u>	<u>\$ 983,860</u>	<u>\$ 983,860</u>	<u>\$ 748,968</u>
Revenues Over (Under) Expenditures	\$ (2,628,574)	\$ (983,860)	\$ (983,860)	\$ (730,975)
Beginning Fund Balance	<u>4,696,131</u>	<u>2,067,557</u>	<u>2,078,630</u>	<u>2,078,630</u>
Ending Fund Balance	<u>\$ 2,067,557</u>	<u>\$ 1,083,697</u>	<u>\$ 1,094,770</u>	<u>\$ 1,347,656</u>
Ending Cash Balance				<u>\$ 1,347,656</u>

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

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 0	\$ 276,025	\$ 276,025	\$ 507,587
Proceeds from General Obligation Bond Series A and B	<u>1,615,483</u>	<u>66,214,892</u>	<u>66,214,892</u>	<u>66,214,892</u>
Total Revenues	<u>\$ 1,615,483</u>	<u>\$ 66,490,917</u>	<u>\$ 66,490,917</u>	<u>\$ 66,722,479</u>
Expenditures				
Materials & Supplies	\$ 0	\$ 0	\$ 77,169	\$ 21,882
Services	0	1,042,500	1,081,068	951,522
Capital Outlay	0	1,172,716	34,903,958	6,322,494
Debt Service	0	11,582,875	11,582,875	11,582,875
Interfund Transfers to:				
General Operating (Resource 1000)	746,126	0	0	0
Parking (Resource 1050)	127,279	0	0	0
Bookstore Contract Operated (Resource 1110)	53,804	0	0	0
Redevelopment Pass-Through (Resource 1180)	95,553	0	0	0
Intrafund Transfers to:				
State Construction (Resource 4100)	0	322,000	322,000	322,000
La Sierra Capital (Resource 4130)	98,238	0	0	0
Self Funded Equip & Facility Projects (Resource 4150)	<u>494,483</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 1,615,483</u>	<u>\$ 14,120,091</u>	<u>\$ 47,967,070</u>	<u>\$ 19,200,772</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 52,370,826	\$ 18,523,847	\$ 47,521,706
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 52,370,826</u>	<u>\$ 18,523,847</u>	<u>\$ 47,521,706</u>
Ending Cash Balance				<u>\$ 47,521,706</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
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The Health and Liability Self-Insurance Resource is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

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

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,156,670	\$ 4,104,870	\$ 4,104,870	\$ 3,713,407
Interfund transfer from				
General Operating (Resource 1000)	0	500,000	500,000	500,000
Intrafund transfer from				
Workers' Compensation (Resource 6110)	0	102,097	102,097	102,097
Total Revenue	<u>\$ 3,156,670</u>	<u>\$ 4,706,967</u>	<u>\$ 4,706,967</u>	<u>\$ 4,315,504</u>
Expenditures				
Classified Salaries	\$ 108,614	\$ 113,432	\$ 113,432	\$ 104,443
Employee Benefits	56,043	45,866	45,866	32,474
Materials & Supplies	2,388	4,050	3,658	2,501
Services	3,751,662	4,275,808	4,273,308	1,974,656
Capital Outlay	0	0	2,892	2,347
Total Expenditures	<u>\$ 3,918,707</u>	<u>\$ 4,439,156</u>	<u>\$ 4,439,156</u>	<u>\$ 2,116,419</u>
Revenues Over (Under) Expenditures	\$ (762,037)	\$ 267,811	\$ 267,811	\$ 2,199,085
Beginning Fund Balance	<u>(252,517)</u>	<u>(1,014,554)</u>	<u>(1,019,434)</u>	<u>(1,019,434)</u>
Ending Fund Balance	<u>\$ (1,014,554)</u>	<u>\$ (746,743)</u>	<u>\$ (751,623)</u>	<u>\$ 1,179,651</u>
Ending Cash Balance				<u>\$ 2,122,551</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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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	\$ 709,019
Expenditures				
Classified Salaries	\$ 37,051	\$ 38,721	\$ 38,721	\$ 35,568
Employee Benefits	14,025	15,605	15,605	11,376
Materials & Supplies	(6)	500	500	206
Services	356,058	806,045	806,045	716,378
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)	0	102,097	102,097	102,097
Total Expenditures	\$ 407,128	\$ 962,968	\$ 962,968	\$ 865,624
Revenues Over (Under) Expenditures	\$ 401,280	\$ (91,128)	\$ (91,128)	\$ (156,605)
Beginning Fund Balance	621,609	1,022,889	945,280	945,280
Ending Fund Balance	\$ 1,022,889	\$ 931,761	\$ 854,152	\$ 788,675
Ending Cash Balance				\$ 1,607,359

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

	<u>Associated Students of RCC</u>			
	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 580,748</u>	<u>\$ 558,406</u>	<u>\$ 558,406</u>	<u>\$ 608,073</u>
Expenditures				
Materials & Supplies	\$ 526,084	\$ 558,406	\$ 558,406	\$ 389,594
Other Outgo	<u>7,015</u>	<u>0</u>	<u>0</u>	<u>(16,051)</u>
Total Expenditures	<u>\$ 533,099</u>	<u>\$ 558,406</u>	<u>\$ 558,406</u>	<u>\$ 373,543</u>
Revenues Over (Under) Expenditures	\$ 47,649	\$ 0	\$ 0	\$ 234,530
Beginning Fund Balance	<u>826,448</u>	<u>874,097</u>	<u>874,097</u>	<u>874,097</u>
Ending Fund Balance	<u>\$ 874,097</u>	<u>\$ 874,097</u>	<u>\$ 874,097</u>	<u>\$ 1,108,627</u>
Ending Cash Balance				<u>\$ 1,864,362</u>

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

**Student Financial Aid**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 10,993,056
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 10,681,357
Total Expenditures	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 10,681,357
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 311,699
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 311,699
Ending Cash Balance				\$ 312,949

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

**RCCD Development Corporation**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 13
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 16	\$ 0	\$ 0	\$ (7)
Beginning Fund Balance	16,224	16,240	16,240	16,240
Ending Fund Balance	<u>\$ 16,240</u>	<u>\$ 16,240</u>	<u>\$ 16,240</u>	<u>\$ 16,234</u>
Ending Cash Balance				<u>\$ 16,234</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-a

Date: May 17, 2005

Subject: Affiliation Agreements with Shan Pai, M.D., J.C. Hodge, M.D., Linda Valley Care Center, Braswell's Colonial Care, Reche Canyon Rehabilitation and Healthcare Center, and Heritage Healthcare, Inc. (dba Heritage Gardens Healthcare Center)

Background: Presented for the Board's consideration and review are Affiliation Agreements for Clinical Training sites between Riverside Community College District and various long-term care sites. These agreements provide a venue for training physician assistant students in long-term care settings. Training in these settings is required of physician assistant training programs by the Accreditation Review Commission on Education for the Physician Assistant, Inc., Establishing long-term care training sites will bring the program into compliance with the ARC-PA, Inc., Standards. Each agreement is for a one-year period beginning May 18, 2005. Funding Source: No cost to the District.

These agreements have all been reviewed by Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Director, Administrative Services, and Ron Vito, Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the Affiliation Agreements for Clinical Training with Shan Pai, M.D., J.C. Hodge, M.D., Linda Valley Care Center, Braswell's Colonial Care, Reche Canyon Rehabilitation and Healthcare Center, and Heritage Healthcare, Inc. (dba Heritage Gardens Healthcare Center) for a one-year period beginning May 18, 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Lisa Conyers, Dean of Instruction  
Moreno Valley Campus

## AFFILIATION AGREEMENTS FOR CLINICAL TRAINING

-NEW AGREEMENTS-  
RCRMC/RCC PHYSICIAN ASSISTANT PROGRAM

<b>FACILITY</b>	<b>TERMS OF AGREEMENT</b>	<b>COST</b>
Shan Pai, M.D.	May 18, 2005 – May 17, 2006	No Cost
J. C. Hodge, M.D.	May 18, 2005 – May 17, 2006	No Cost
Linda Valley Care Center	May 18, 2005 – May 17, 2006	No Cost
Braswell's Colonial Care	May 18, 2005 – May 17, 2006	No Cost
Reche Canyon Rehabilitation and Healthcare Center	May 18, 2005 – May 17, 2006	No Cost
Heritage Healthcare, dba Heritage Gardens Healthcare Center	May 18, 2005 – May 17, 2006	No Cost

**RIVERSIDE COMMUNITY COLLEGE**  
**AFFILIATION AGREEMENT FOR CLINICAL TRAINING**

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of May 18, 2005, entered into by and among the Riverside Community College District (RCCD) and Reche Canyon Rehabilitation and Healthcare Center (“Facility”), located at 1350 Reche Canyon Road, Colton, California.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**I. GENERAL INFORMATION**

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

**II. OBLIGATIONS OF RCCD**

**RCCD SHALL:**

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
  
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
  
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
  
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### **III. OBLIGATIONS OF FACILITY**

#### **FACILITY SHALL:**

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
  
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.



- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### **IV. INSURANCE**

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### **V. INDEMNIFICATION**

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers,

partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## **VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION**

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## **VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY**

### **The parties expressly understand and agree that:**

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

**VIII. PUBLICITY**

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIV. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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

**RCCD**

**Riverside Community College District**

By: \_\_\_\_\_

Printed: James Buysse

Vice Chancellor

Title: Administration and Finance

Date: \_\_\_\_\_

**FACILITY**

**Reche Canyon Rehabilitation and  
Healthcare Center**

By: \_\_\_\_\_

Printed: Fred Frank

Title: Administrator

Date: \_\_\_\_\_

**RIVERSIDE COMMUNITY COLLEGE**  
**AFFILIATION AGREEMENT FOR CLINICAL TRAINING**

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of May 18, 2005, entered into by and among the Riverside Community College District (RCCD) and Braswell’s Colonial Care (“Facility”), located at 1618 Laurel Avenue, Redlands, California.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**I. GENERAL INFORMATION**

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

**II. OBLIGATIONS OF RCCD**

**RCCD SHALL:**

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
  
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
  
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
  
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### **III. OBLIGATIONS OF FACILITY**

#### **FACILITY SHALL:**

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
  
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.



- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### **IV. INSURANCE**

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### **V. INDEMNIFICATION**

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers,

partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## **VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION**

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## **VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY**

### **The parties expressly understand and agree that:**

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

**VIII. PUBLICITY**

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIV. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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

**RCCD**

**FACILITY**

**Riverside Community College District**

**Braswell's Colonial Care**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: Ray E. Smith

Title: Administration and Finance

Title: Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RIVERSIDE COMMUNITY COLLEGE**  
**AFFILIATION AGREEMENT FOR CLINICAL TRAINING**

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of May 18, 2005, entered into by and among the Riverside Community College District (RCCD) and Linda Valley Care Center (“Facility”), located at 25383 Cole Street, Loma Linda, California.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**I. GENERAL INFORMATION**

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

**II. OBLIGATIONS OF RCCD**

**RCCD SHALL:**

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
  
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
  
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
  
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### **III. OBLIGATIONS OF FACILITY**

#### **FACILITY SHALL:**

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
  
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.



- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### **IV. INSURANCE**

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### **V. INDEMNIFICATION**

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers,

partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## **VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION**

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## **VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY**

### **The parties expressly understand and agree that:**

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

**VIII. PUBLICITY**

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIV. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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

**RCCD**

**FACILITY**

**Riverside Community College District**

**Linda Valley Care Center**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: Dave Green

Title: Administration and Finance

Title: Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RIVERSIDE COMMUNITY COLLEGE**  
**AFFILIATION AGREEMENT FOR CLINICAL TRAINING**

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of May 18, 2005, entered into by and among the Riverside Community College District (RCCD) and Heritage Healthcare, Inc., dba Heritage Gardens Healthcare Center (“Facility”), located at 25271 Barton Road, Loma Linda, California.

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**I. GENERAL INFORMATION**

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

**II. OBLIGATIONS OF RCCD**

**RCCD SHALL:**

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
  
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
  
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
  
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### **III. OBLIGATIONS OF FACILITY**

#### **FACILITY SHALL:**

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
  
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.



- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### **IV. INSURANCE**

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### **V. INDEMNIFICATION**

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers,

partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## **VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION**

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## **VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY**

### **The parties expressly understand and agree that:**

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

**VIII. PUBLICITY**

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIV. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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

**RCCD**

**Riverside Community College District**

By: \_\_\_\_\_

Printed: James Buysse

Vice Chancellor

Title: Administration and Finance

Date: \_\_\_\_\_

**FACILITY**

**Heritage Healthcare, Inc.,  
dba Heritage Gardens Healthcare Center**

By: \_\_\_\_\_

Printed: Steve Flood

Title: Administrator

Date: \_\_\_\_\_

**RIVERSIDE COMMUNITY COLLEGE**  
**AFFILIATION AGREEMENT FOR CLINICAL TRAINING**

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of May 18, 2005, entered into by and among the Riverside Community College District (RCCD) and J. C. Hodge, M.D., of Reche Canyon Rehabilitation and Healthcare Center, 1350 Reche Canyon Road in Colton, California (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**I. GENERAL INFORMATION**

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

**II. OBLIGATIONS OF RCCD**

**RCCD SHALL:**

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
  
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
  
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
  
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### **III. OBLIGATIONS OF FACILITY**

#### **FACILITY SHALL:**

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
  
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.



- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### **IV. INSURANCE**

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### **V. INDEMNIFICATION**

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers,

partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## **VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION**

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## **VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY**

### **The parties expressly understand and agree that:**

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

**VIII. PUBLICITY**

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIV. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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

**RCCD**

**FACILITY**

**Riverside Community College District**

**J. C. Hodge, M.D.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse

Printed: J.C. Hodge, M.D.

Vice Chancellor

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RIVERSIDE COMMUNITY COLLEGE**  
**AFFILIATION AGREEMENT FOR CLINICAL TRAINING**

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of May 18, 2005, entered into by and among the Riverside Community College District (RCCD) and Shan Pai, M.D., of Reche Canyon Rehabilitation and Healthcare Center, 1350 Canyon Road in Colton, California (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Physician Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Hospitals, Clinics and Medical Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**I. GENERAL INFORMATION**

- A. This Agreement governs the establishment and operation of physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

**II. OBLIGATIONS OF RCCD**

**RCCD SHALL:**

- A. Develop the curriculum for the Physician Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
  - Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.
  
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
  
- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
  - 1. Name, address and telephone number;
  - 2. Health care providers and/or health insurance; and
  - 3. All other reasonable information about the RCCD and students as requested by the Facility.
  
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
  
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
  
- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### **III. OBLIGATIONS OF FACILITY**

#### **FACILITY SHALL:**

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
  
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.



- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- E. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student, instructor or employee, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student, instructor or employee.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### **IV. INSURANCE**

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, (1) comprehensive general liability insurance to cover each party's employees and instructors while at the Facility at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- E. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### **V. INDEMNIFICATION**

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers,

partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## **VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION**

RCCD recognizes that the Facility as federal government contractors are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## **VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY**

### **The parties expressly understand and agree that:**

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

**VIII. PUBLICITY**

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCCD or the Facility. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party, or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIV. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**XVI. SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**XII. AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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

**RCCD**

**FACILITY**

**Riverside Community College District**

**Shan Pai, M.D.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse

Printed: Shan Pai, M.D.

Vice Chancellor

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-b

Date: May 17, 2005

Subject: Clinical Affiliation Agreement with Redlands Community Hospital

Background: Presented for the Board's consideration and review is a Clinical Affiliation Agreement between Riverside Community College District and Redlands Community Hospital. This agreement provides a venue for clinical training for physician assistant and nursing students. Training in clinical sites is an accreditation requirement of both programs. The term of the agreement is one year beginning May 18, 2005. Funding Source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President, Instruction, Ed Godwin, Director, Administrative Services, and Ron Vito, Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the Clinical Affiliation Agreement with Redlands Community Hospital for nursing and physician assistant students, for a one year period beginning May 18, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Lisa Conyers, Dean of Instruction  
Moreno Valley Campus



## **CLINICAL AFFILIATION AGREEMENT**

This Agreement is made and entered into this 18th day of May, 2005, between REDLANDS COMMUNITY HOSPITAL, hereinafter called "HOSPITAL", and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter called "COLLEGE/UNIVERSITY."

IT IS HEREBY AGREED AS FOLLOWS:

### **BASIS AND PURPOSE OF THE AGREEMENT**

WHEREAS, the COLLEGE/UNIVERSITY has established approved health care related programs and curriculum in the Nursing and Primary Care Physician Assistant disciplines, hereinafter called "Program(s)," and clinical experience is a required and integral component of the Program's curriculum and professional preparation for practice in such discipline; and

WHEREAS, the COLLEGE/UNIVERSITY desires the cooperation of the HOSPITAL and its staff in the development and implementation of the clinical experience phase of its Health Care program, program curriculum and the professional preparation of the student participating in that program; and

WHEREAS, the COLLEGE/UNIVERSITY and the HOSPITAL acknowledge a public obligation to contribute to education for the benefit of students and for the community needs, and it is the mutual benefit of both the COLLEGE/UNIVERSITY and the HOSPITAL that students have opportunities for clinical education as future practitioners.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and in consideration of the mutual benefits to be derived there from, the COLLEGE/UNIVERSITY and the HOSPITAL mutually agree as follows:

### **AGREEMENT**

1. Students registered in the COLLEGE/UNIVERSITY Program(s) shall, at the COLLEGE/UNIVERSITY's option, be assigned to the Department of HOSPITAL for clinical/educational experience subject to the provisions contained herein.
2. The COLLEGE/UNIVERSITY agree that during the term of this Agreement, it shall:
  - A. Assume full responsibility for offering an educational program eligible for accreditation by applicable accrediting organizations including national, state and local educational, occupational, and career disciplines.



- B. Plan, develop, and implement, in coordination and consultation with the HOSPITAL the Program's clinical experience criteria, clinical experience instruction and evaluation criteria for the students. This plan will be submitted to HOSPITAL for coordination, approval and revisions based on the HOSPITAL's rules, regulations, policies and patient care responsibilities prior to the beginning of the Program's clinical experience school term.
- C. Designate a Program Coordinator responsible for the Program's clinical experience and the faculty and students involved therein. The Program Coordinator will effect appropriate consultation and coordination with the HOSPITAL concerning the Program's clinical experience, student qualifications and preparation and other Program clinical experience related matters.
- D. Recommend only those students whose previous academic and clinical preparation has properly prepared them for placement in the Program's clinical experience. Ensure that all of its faculty, instructors and students involved in the Program's clinical experience meet all applicable health, academic aptitude and ability criteria.
- E. Ensure through orientation that the Program Coordinator, all involved faculty, instructors, other personnel and all involved students are informed of relevant HOSPITAL policies, practices, standards and regulations prior to their participation in the Program's clinical experience, of the necessity for each to comply with the same, and be responsible for student professional activities and student conduct at the HOSPITAL.
- F. Require its Program Coordinator to notify the HOSPITAL in writing at least thirty (30) days prior to the arrival of students at the HOSPITAL:
  - 1. The date for Program's clinical experience commencement
  - 2. The identity of the participating faculty members, instructors and students
  - 3. Clinical experience schedules for faculty members, instructors and students
  - 4. Clinical experience assignments for faculty members, instructors and students
  - 5. Changes in clinical experience assignments
- G. Provide and be responsible for the care and control of its education supplies, materials and equipment used for instruction in the course of the Program.
- H. Ensure that all COLLEGE/UNIVERSITY, faculty members, instructors and students participating in the Program's clinical experience are covered by Worker's Compensation insurance, comprehensive general liability (minimum amount \$1,000,000/\$3,000,000) and Professional Malpractice Liability (Minimum amounts \$2,000,000/\$3,000,000) insurance in such coverage and limits and in accordance with the conditions set forth herein and ensure that proof of such coverage is provided to the HOSPITAL prior to commencement of their participation in the Program. Insurances provided will not be canceled or changed within thirty (30) days prior written notice to HOSPITAL.

- I. The COLLEGE/UNIVERSITY agrees to assume full responsibility for the cost of equipment which has been documented to have been broken, damaged or lost due to negligence by a faculty member, instructor or student during his/her participation in the Program's clinical experience.
3. HOSPITAL agrees that during the term of this Agreement, it shall do the following:
    - A. Provide the facilities and personnel necessary to establish a clinical experience program for students participating in the Program and to otherwise carry out the purpose and objectives of the Program at HOSPITAL.
    - B. Designate a Clinical Program Coordinator at HOSPITAL to coordinate and participate in effecting implementation of the Program's clinical experience.
    - C. Provide information as to each student's performance in the Program's clinical experience to the COLLEGE/UNIVERSITY Program Coordinator in accordance with such time frames as may be agreed upon.
    - D. Provide such training aids and data relating to the various training phases of the Program's clinical experience, pursuant to agreement of the parties, as may reasonably be necessary and appropriate to the clinical experience.
    - E. Make every attempt to provide adequate conference room space for faculty, instructors and students participating in the Program's clinical experience.
    - F. Provide, on days when the Program's clinical experience is being implemented at the HOSPITAL's facilities, emergency medical care or first aid to faculty, instructors and students participating in the Program's clinical experience for accidents occurring on the HOSPITAL's facilities. HOSPITAL, however, shall not be financially responsible for such emergency medical care or first aid care.
    - G. Retain responsibility for overall patient care. HOSPITAL will maintain the customary number of staff on duty while students are participating in the Program's clinical experience. Students will not replace HOSPITAL staff. Students will have the status of "learners." Students will give service and care to patients as it relates to the Program's clinical instruction and experience. Students in the Program's clinical experience are subject to the same standards set for HOSPITAL employees in matters relating to the care and welfare of patients.
    - H. Permit and encourage members of the attending medical staff of the HOSPITAL to participate in the instructional phase of the clinical experience.
    - I. Retain the right, in its sole discretion, to suspend any faculty member, instructor, student or other involved person from the Program's implementation at the HOSPITAL, its facilities and clinical areas whose conduct or work has or threatens to have a detrimental effect on HOSPITAL's operation, professional staff, patients, patient care, patient care

capability, morale; and/or who fails to comply with the HOSPITAL's rules, regulations, policies and requirements; and/or who fails to comply with the instructions of the HOSPITAL; and/or its staff; and/or for other cause. Such person shall promptly and without protest leave the property whenever he/she is requested to do so by an authorized HOSPITAL representative. Such person suspended shall remain in effect unless and until the HOSPITAL AND COLLEGE/UNIVERSITY mutually agree to terminate the suspension. HOSPITAL shall notify the COLLEGE/UNIVERSITY of the suspension and the basis for the suspension as soon as reasonably possible. To the extent possible, suspensions shall be planned cooperatively by the parties to this Agreement.

- J. HOSPITAL shall maintain adequate professional and commercial general liability insurance or self-insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Certification of such coverage will be provided to COLLEGE/UNIVERSITY upon request.
4. The COLLEGE/UNIVERSITY's faculty members, instructors and students participating in the Program's clinical experience at HOSPITAL and its clinical experience facilities shall be required by the COLLEGE/UNIVERSITY to and shall:
- A. Respect the confidentiality of all patient and HOSPITAL proprietary information obtained as a result of participation in the Program including but not limited to confidential patient medical information and records, and confidential HOSPITAL business and development activity information, and agree in writing to protect the rights of the patients and HOSPITAL by keeping all such information confidential and not to publicly or privately disclose such information.
  - B. Comply with all HOSPITAL rules, regulations, policies, standards and requirements.
  - C. Comply with all of HOSPITAL's policies and requirements regarding the provision of professional services.
  - D. Take direction from HOSPITAL's authorized personnel in all matters relating to their participation in the Program's clinical experience at the HOSPITAL, its facilities and clinical experience areas including but not limited to those matters affecting patient care.
  - E. Be aware that HOSPITAL may refuse access to its clinical experience areas to any COLLEGE/UNIVERSITY's faculty, instructors or students who do not meet HOSPITAL employee standards of conduct, appearance, safety, or health.
  - F. Understand and agree that in situations where access to HOSPITAL's clinical experience is being denied to a faculty member, instructor or student by a HOSPITAL representative that such faculty member, instructor or student will, in response to such HOSPITAL representative's request to leave a clinical experience area, HOSPITAL facilities, or the HOSPITAL itself, comply with such request and to promptly leave such area(s) without protest.

- G. Wear, while participating in the Program's clinical experience, appropriate uniforms and identification badges designated by the COLLEGE/UNIVERSITY and/or the HOSPITAL at the HOSPITAL, its facilities and clinical experience areas.
5. The mutual responsibilities of the COLLEGE/UNIVERSITY and HOSPITAL shall be:
- A. To establish the educational objectives of the clinical experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the clinical experience.
  - B. The HOSPITAL and the COLLEGE/UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the facility in the performance of this Agreement against any individual on the basis of race, color, creed, sex, religion, marital status, Veteran status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, denial of Family and Medical care leave, or by other consideration made unlawful by Federal, State or local laws.
  - C. Agree upon the number of students assigned to the Program.
  - D. Agree upon the academic and other standards for the admission of students to the Program.
  - E. Confer at such times as may be mutually agreed upon to evaluate the Program, the Program's clinical experience and the students participating in the Program's clinical experience.
  - F. Cooperate to provide a sound educational environment for the students while providing effective and efficient patient care.
6. The parties agree that the COLLEGE/UNIVERSITY's students are fulfilling specific requirements for clinical experience as part of a degree requirement and therefore the COLLEGE/UNIVERSITY's students are not to be considered employees or agents of the HOSPITAL for any purpose, including but not limited to Workers' Compensation or employee benefit programs.
7. COLLEGE/UNIVERSITY agrees that HOSPITAL is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any students while said students are on the premises of HOSPITAL performing any duty under the terms of this Agreement and COLLEGE/UNIVERSITY agrees to indemnify, defend and hold HOSPITAL harmless with respect thereto as provided herein. If the HOSPITAL should be found to be the employer of either faculty members, instructors or students of the COLLEGE/UNIVERSITY and required to provide Workers' Compensation insurance benefits to such individuals, that COLLEGE/UNIVERSITY agrees to fully reimburse HOSPITAL for any and all statutory benefits and costs associated with providing

benefits to said individuals.

8. COLLEGE/UNIVERSITY agrees to hold harmless, indemnify and defend HOSPITAL from any and all claims for liability, loss, damage, injuries, or death of any and all persons including COLLEGE/UNIVERSITY trustees, officers, employees, agents, faculty, instructors or students participating in this Program, and for any loss or damage to property, arising out of the activities to be performed or performed under This Agreement, providing such claims resulted, or are alleged to have resulted, from the intentional, negligent acts or omissions on the part of the COLLEGE/UNIVERSITY its employees, agents, faculty instructors, students, or trainees. HOSPITAL agrees to give COLLEGE/UNIVERSITY notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.
9. HOSPITAL agrees to hold harmless, indemnify and defend COLLEGE/UNIVERSITY from any and all claims for liability, loss, damage, injuries, or death of any and all persons including HOSPITAL trustees, officers, employees, agents, faculty instructors or students participating in This Program, and for any loss or damage to property, arising out of the activities to be performed or performed under This Agreement, providing such claims resulted, or are alleged to have resulted, from the negligent acts or omissions on the part of the HOSPITAL its employees, agents, faculty instructors or students. COLLEGE/UNIVERSITY agrees to give HOSPITAL notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.
10. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in San Bernardino County, California, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, San Bernardino County, California (and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court). At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the laws of the State of California and then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such laws or this Agreement.
11. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically

renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program(s) until the student has completed the program for the current academic session. Any written notice given shall be sent by registered mail to the following persons/parties as signed on the final page of this agreement.

12. This document constitutes the entirety of the Agreement between the parties hereto. This Agreement may, at any time by the mutual agreement of the parties duly executed by authorized representatives of the parties in writing, be amended, modified, changed or altered.

In witness whereof, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

**HOSPITAL**

Redlands Community Hospital  
350 Terracina Boulevard  
Redlands, CA 92373  
(909) 335-5553

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Jim Holmes, CEO

**COLLEGE/UNIVERSITY**

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

James R. Buysse, Vice Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-c

Date: May 17, 2005

Subject: Amendment to Agreement with Valley Health Systems

Background: Presented for the Board's review and consideration is an amendment to an existing approved agreement between Riverside Community College District and Valley Health Systems. This amendment requires background checks for the EMS students prior to any clinical training or practice of emergency medicine in this facility. It also requires that the students attend an orientation prior to the commencement of their clinical phase of training. The term of this amendment begins April 1, 2005 and continues the length of the original contract unless amended or terminated. Funding Source: No cost to the District.

It has been reviewed by Ed Godwin, Director, Administrative Services; Sylvia Thomas, Associate Vice President, Instruction; and Ronald Vito, Dean, Occupation Education.

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the agreement with Valley Health Systems, beginning April 1, 2005 and continuing unless amended or terminated, at no cost to the District and authorize the Vice Chancellor, Administration and Finance or designee to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Chris Nollette  
Director, Emergency Medical Services Program

**Amendment to Agreement  
for Educational Clinical Affiliation**

Valley Health System, a California local health care district, owner and operator of Hemet Valley Medical Center, Menifee Valley Medical Center, and Moreno Valley Community Hospital, hereinafter referred to as "Clinical Facility" and the undersigned educational facility, hereinafter referred to as "College", agree as follows:

1. **Relationship of Parties.** The parties agree that the provisions of that certain Agreement between them, dated April 9, 2002, and Amended August 4, 2003, shall continue in effect except as amended as follows. A copy of this Amendment shall be attached to the original Agreement and incorporated therein by this reference.

2. **Amendment** The parties agree to amend the Agreement as follows:

A. Add the following paragraph as required by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) to be included in all Education Agreements:

"College warrants that all Personnel and Students who will be in any Hospital facility have received and been cleared by a criminal background check, and in doing so, College shall comply with the Fair Credit Reporting Act, 15 U.S.C. Sections 1681-1681u. Proof of the above shall be available to the Clinical Facility upon request."

B. Add the following paragraph:

"Clinical Facility will provide a one-day orientation before the on-site training begins. Students will participate in a regularly scheduled 'New Employee Orientation' at the Clinical Facility."

3. **Effective.** This Amendment is effective as of April 1, 2005.

4. **Construction.** In the event of any conflict or inconsistency between the provisions of this Amendment and the original Agreement, the provisions of this Amendment shall control.

Executed at Hemet, California.

**VALLEY HEALTH SYSTEM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Susan Ballard, R.N.  
Chief Executive Officer  
**Riverside Community College District**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. James Buysse



Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-d

Date: May 17, 2005

Subject: Amendment to Agreement with Loma Linda University Medical Center

Background: Presented for the Board's review and consideration is an amendment to the existing contract with Loma Linda University Medical Center. This amendment requires background checks for EMS students prior to beginning their clinical rotation and practice of emergency medicine in this facility. The term of the agreement begins with Fall 2005 and continues unless terminated. Funding Source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice President, Instruction, and Ronald Vito, Dean, Occupation Education.

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the agreement with Loma Linda University Medical Center for length of said agreement beginning Fall 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance or designee to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Chris Nollette  
Director, Emergency Medical Services Program



*Memorandum*

*LOMA LINDA UNIVERSITY MEDICAL CENTER*

To: Affiliated School

From: Gwen Wysocki, Manager of Academic Relations, LLUMC Staff Development

Date: April 18, 2005

Subject: Affiliation Agreement Addendum re:  
Background Checks for all incoming students,  
Commencing with the Fall, 2005 School Year

The following Affiliation Agreement Addendum has been approved by Loma Linda University Medical Center General Counsel for official inclusion into all Affiliation Agreements initiated after April 15, 2005, under Article II., Responsibilities of the School, New Section L. Background Checks.

For all current Affiliation Agreements, the following Addendum is to be filed with the Affiliation Agreement document and must be considered part of the executed document.

*"All Students who are assigned to LLUMC shall have had a background check performed under the direction, and at the sole cost, of the school in accordance with applicable State caregiver background check law and LLUMC policy. The results of the background check must contain clearance for the past 7 years, covering 3 counties, Office of Inspector General (OIG), Social Security number, two names, addresses, and sex offender database. The School will evaluate and determine if an individual is barred from performing clinical assignments and responsibilities at or in the clinical education site(s). The School will use the following list of prohibited, unacceptable offenses to make this determination: murder, sexual offenses, felonies involving weapons and/or violence, felony assault, felony possession and furnishing (without certificate of rehab – both drugs and alcohol), misdemeanors reflecting conduct that would make one unacceptable for employment by LLUMC including, but not limited to, crimes of theft or fraud, physical violence or sexual misconduct."*

Note:

The background check requirement for all incoming students will begin the Fall of 2005 school year. A one-time background check will be required for all potential students coming into the LLUMC institution prior to the start of their requested clinical rotation. This background check will be valid for the duration of their school program. If, however, the student discontinues or suspends participation in a program, a

background check will be required upon re-instatement to the program. If, during the course of the program, a student is arrested for any of the above noted unacceptable offenses, the school must immediately notify the Manager of Academic Relations and the student will be barred from performing further clinical assignments and responsibilities at or in the clinical education site(s). The Manager of Academic Relations retains the right to conduct random audits on student background checks with affiliated schools. Any questions may be directed to Gwen Wysocki at (909) 558-4000, ext. 45165, or email [gwysocki@ahs.llumc.edu](mailto:gwysocki@ahs.llumc.edu)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-a

Date: May 17, 2005

Subject: Service Agreement with Altek Advertising Agency

Background: Presented for the Board's review and consideration is an agreement with Altek Advertising Agency. For the past three fiscal years Altek Advertising Agency has provided the District with marketing and advertising services promoting the business programs of the Office of Economic Development. The services include website hosting and maintenance, public relation services in the form of press releases and placement, and sponsorship recruitment and partnership development. The Office of Economic Development is seeking to renew the services agreement with Altek, in the amount of \$15,000.00 for the 2005-06 fiscal year to ensure continuity in current marketing efforts. Funding Source: General Fund.

The vendor in this contract is a consultant that makes or participates in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor may be subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. However, the staff does not recommend that the Board deem the vendor as a "Designated Employee" for purposes of the Conflict of Interest Code. This agreement has been reviewed by Bob Bramucci, Dean, Open Campus and Economic Development, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Altek Advertising Agency for the period of July 1, 2005 to June 30, 2006 in an amount not to exceed \$15,000.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT FOR MARKETING  
AND BUSINESS ASSISTANCE SERVICES

THIS AGREEMENT is made this 1<sup>st</sup> day of July 2005, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called RCCD, and ALTEK ADVERTISING AGENCY, herein called Service Provider.

1. Recitals.
  - a) Service Provider represents that it has the background and experience to develop and implement a marketing program for the Office of Economic Development of RCCD and is familiar with the purpose and powers of RCCD.
  - b) RCCD desires that a marketing program be developed and to retain Service Provider in that connection and Service Provider is desirous of rendering such services.
2. Purpose. It shall be the purpose of this agreement for Service Provider to develop a marketing program as more specifically provided hereinafter, for which Service Provider shall receive compensation as provided in Paragraph 7 herein.
3. Scope of Service. Service Provider shall develop a marketing program, including, without limitation, labor or materials, equipment, transportation, supervision, and expertise, as may be necessary to fully and professionally perform the services set forth in Exhibit "A" (Scope of Services), attached hereto and by this reference made a part of this agreement.
4. Term. Service Provider shall commence the performance of the services contemplated beginning on July 1, 2005, and shall complete such services on or before June 30, 2006, unless terminated earlier as provided hereinafter.
5. Cooperation/Inspection. RCCD shall give timely cooperation to Service Provider to include reasonable access to RCCD'S training facilities as may be deemed necessary to perform the services contemplated hereunder. Service Provider shall cooperate, and otherwise work with, RCCD's personnel and make itself available to RCCD's personnel and other consultants, if applicable, during the term of this agreement. All of the services contemplated hereunder shall be subject to RCCD's review, monitoring, inspection, and/or approval; provided, however, that any such inspections shall be conducted at reasonable times.
6. Standard of Care/Licenses. Service Provider shall perform the services contemplated hereunder in a skillful and competent manner, and shall secure and maintain in force any and all licenses, permits or other documents that it may be required to have by any federal, state or local laws in order to perform such services.
7. Compensation/Billing/Payment.
  - a) As compensation for the services to be rendered hereunder, RCCD shall pay to Service Provider such sums and amounts in accordance with the Compensation Schedule set forth in Exhibit "B", attached hereto and by this reference made a part of this agreement. Notwithstanding the provisions of this Paragraph 7, the total amount of compensation to be paid to Service Provider should not exceed the sum of \$15,000 unless written approval has first been obtained from RCCD's Representative, as designated hereinafter.
  - b) Service Provider shall submit a separate billing and accounting on a per course basis to RCCD. Each billing and accounting shall include a description of the services performed, supplied provided and hours worked, and shall include a certification which reads, as follows:

"I hereby certify that all the data set forth in this billing and accounting is true and accurate."

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Statement Number: \_\_\_\_\_

- c) RCCD shall review each billing and accounting upon receipt thereof and, thereafter promptly pay Service Provider all approved amounts.
8. Reimbursement of Expenses. Service Provider shall not be reimbursed for any costs and expenses incurred on RCCD's behalf, including without limitation, travel, telephone toll charges, messenger service, and copies of documents, unless written approval has been obtained from RCCD's representative.
9. Additional Services. Upon request in writing to do so by RCCD during the term of this agreement, Service Provider shall perform services in addition to those services contemplated hereunder and such additional services shall be designated as "Extra Work." Extra Work shall be construed as services, which are determined by RCCD to be necessary and appropriate, but which were not reasonably anticipated by the parties hereto. Compensation for such Extra Work shall be on the same basis as set forth in Exhibit "B".
10. Records. Service Provider shall maintain complete and accurate accounting records, and supporting documentation in connection therewith, with respect to the services contemplated hereunder and any such costs and expenses incurred in connection therewith. All such records and documentation shall be clearly identified and readily accessible. RCCD, or its designated representative, shall have the right to examine, inspect, audit and make transcripts or copies of such records and documents during the term of this agreement and for a period of three (3) years after final payment has been made, subject to reasonable notice.
11. Termination. This agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice thereof to Service Provider. In the event of such termination, Service Provider shall deliver to RCCD forthwith all documents, data, graphs, summaries, and other related materials, finished or unfinished, which were prepared or accumulated by Service Provider in connection with the services contemplated hereunder and Extra Work performed prior to the date of such termination. Upon delivery thereof Service Provider shall be paid for all approved compensation and expenses not previously paid by RCCD prior to the date of such termination.
12. Representatives.
- a) RCCD's Vice Chancellor Administration & Finance and his designee shall serve as RCCD's representative and shall have the authority to act on behalf of RCCD for all purposes hereunder. RCCD's representative, or his or her designee, shall be available to Service Provider at all reasonable times.
  - b) Service Provider's representative shall be Dwight Cromie or designee, who shall be the person in charge of all services to be performed hereunder. Service Provider's representative shall be available to RCCD at all reasonable times. Any substitution or replacement of Service Provider's representative shall require prior approval, in writing by RCCD's representative.
13. Right to Engage or Employ Other Service Providers. Unless otherwise proscribed herein, RCCD reserves the right to engage or employ other service providers to provide similar to those contemplated herein.
14. Property of RCCD. All new data prepared by service provider in relation to the operation of Economic Development hereunder, such as plans, drawings, tracings, quantities specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the

property of RCCD upon the completion of the services contemplated hereunder, except that Service Provider shall have the right to retain copies of all such data for its records. RCCD shall not be limited in any way in its use of such data at any time.

15. Confidentiality. All client information submitted to Service Provider in connection with this agreement shall be held in a strictly confidential manner by Service Provider. Such materials shall not, without the written consent of RCCD, be used by Service Provider for any purpose other than the performance of the services hereunder, not shall such materials be disclosed to any person or entity not connected with the performance of the services hereunder. Nothing submitted to Service Provider, which is otherwise known to Service Provider or is generally known or becomes known to a related business or industry such as Service Provider's shall be deemed confidential. Service Provider shall not use RCCD's name logo, insignia, or photographs, or pictures that relate to the services hereunder, or any publicity pertaining thereto in any magazine, trade paper, newspaper, television, or radio production, or other similar medium without the prior written consent of RCCD.
16. Publication. Except as may be necessary for the performance of the services hereunder, no copies, sketches, or graphs of materials including graphic art work, which are prepared pursuant to this agreement, shall be released by Service Provider to any other person or agency without the prior written approval of RCCD. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed exclusively by RCCD, unless otherwise approved in writing, by RCCD.
17. Independent Contractor. Service Provider shall act in an independent capacity during the term of this agreement and not as an employee or agent of RCCD.
18. Assignability. Service Provider cannot assign any of its rights, duties or obligations under this agreement to any person or entity without the written consent of RCCD being first obtained. This includes the ability to subcontract all or a portion of its rights, duties and obligations hereunder.
19. Procurement of Similar Services. In the event this agreement is terminated in whole or in part, RCCD may procure and otherwise contract for services similar to those terminated upon such terms and in such manner, as RCCD may deem appropriate in its sole discretion.
20. Hold Harmless.
  - a) Service Provider shall indemnify and hold RCCD, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Service Provider, relating to or in anywise connected with or arising from the accomplishments of the services to be rendered hereunder, and Service Provider shall defend, at its expense, including attorneys' fees, RCCD, its officers, agent, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligation to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
  - b) With respect to any action or claim which is subject to indemnification by Service Provider as set forth in Paragraph 20(a) above, Service Provider shall, at its own cost, have the right to defend the same using counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCCD; provided, however, that any such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification or RCCD as set forth above.
21. Additional Insured. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with



respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

22. Force Majeure.

- a) In the event Service Provider is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, RCCD shall not be held liable to Service Provider for such failure to comply.
- b) In the event RCCD is unable to comply with any provision of this agreement due to causes beyond its control relating to act of God, acts of war, civil disorders, or other similar acts, RCCD shall not be held liable to Service Provider for such failure to comply.

23. Notices. Any notices and reports required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

RCCD:

James L. Buysse  
Vice Chancellor Administration & Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

Service Provider:

Dwight Cromie  
CEO and President  
Altek Advertising Agency  
1960 Chicago Ave #D-3  
Riverside, CA 92507

Or to such other addresses as from time-to-time shall be designated by the respective parties.

24. Waiver of Performance. No waiver by RCCD at any time of any of the provisions of this agreement shall be deemed or construed as a waiver at any time thereafter of the same or any other provision contained herein or of the strict and timely performance of such provisions.
25. Venue. Any action at law or inequity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
26. Attorneys' Fees. In the event of any litigation or arbitration between RCCD and Service Provider to enforce any of the provisions of this agreement or any rights of any party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful part of parties, all costs and expenses including reasonable attorneys' fees incurred therein by the successful party or parties, all of which shall be included in and part of the judgment rendered in such litigation or arbitration.
27. Nondiscrimination. Service Provider shall not discriminate in it recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this agreement, and to the extent they may be applicable hereto, Service Provider shall comply with the provisions of the California Fair Employment and Housing Act (commencing with Section 12900 of the Government Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all rules and regulations issued pursuant to said Acts.

28. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.
29. Time of Essence. Time is of the essence for each and every provision of this agreement.
30. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this agreement.
31. Binding on Successors. The Service Provider its assignees, and successors in interest, shall be bound by all the provisions contained in this agreement and all of the parties thereof shall be jointly and severally liable.
32. Authority to Execute. Service Provider represents and warrants that the individuals whose signatures appear hereinafter are authorized to execute this agreement on behalf of Service Provider.
33. Entire Agreement. This agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the provisions thereof and supersedes any and all prior and contemporaneous agreements and understanding, oral or written, in connection thereon.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SERVICE PROVIDER

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

Altek Advertising Agency will provide the following marketing services:

- Monthly strategic planning meetings (1 hour monthly)
- Press release development (2 hours monthly)
- Press release distribution to local media sources (2 hours monthly)
- Opt-e-mail development (2 hours monthly)
- Opt-e-mail distribution (1 hour monthly)
- Twenty-four to forty-eight hour turn around website maintenance (1 hour monthly)
- Website hosting with status reports (1 hour monthly)
- Event planning for 6 events (4 hours per event)

Fund Raising Services

- Sponsorship recruitment and partnership development (monthly estimate unknown)
- Program and event fund raising (monthly estimate unknown)

Additional Creative Services

- Creative design cost for radio, TV and print ads
- Creative design for brochures
- Printing cost for ads and brochures
- Postage cost
- Other indirect or direct cost

EXHIBIT B

COMPENSATION SCHEDULE

- \$1,250 per month for 12 months. Payable upon receipt of invoice.
- Fifteen percent commission fee of funds raised for sponsorships, partnerships, and program fund raising. Payable upon receipt of invoice.
- Additional creative services requested by RCCD to be billed at agency rates. Payable upon receipt of invoice.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-b

Date: May 17, 2005

Subject: Agreement with March Joint Powers Authority

Background: Presented for the Board's review and consideration is renewal of an agreement between Riverside Community College District and the March Joint Powers Authority, whereby the District will lease the property located at 14745 Riverside Drive, Riverside, CA 92518, otherwise known as the March Education Center. The March Education Center is used for education and training purposes. The term of the agreement shall be for three years commencing on June 1, 2005, and ending on May 31, 2008. The base rent is \$1,667.50 per month or \$20,012.04 annually for the first year; \$3,291.92 monthly or \$39,503.04 for the second year; and \$4,937.83 monthly or \$59,253.96 annually for the third year. The District shall be responsible for payment of property taxes and any and all expenses incurred in connection with the operation of the March Education Center. Funding source: General Fund.

The vendor in this contract is not a consultant. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The agreement has been reviewed by Bob Bramucci, Dean, Open Campus; Sylvia Thomas, Associate Vice President, Instruction; and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between with the March Joint Powers Authority for three years, June 1, 2005 to May 31, 2008, for \$20,012.04 for first year, \$39,503.04 and \$59,253.96 for second and third years, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

## LEASE

This lease ("**Lease**") is entered into as of June 1, 2005 ("**Effective Date**") between the March Joint Powers Authority, a California public agency ("**Landlord**") and Riverside Community College ("**Tenant**").

### Recitals

A. The March Joint Powers Authority ("**Authority**") and the Secretary of the Air Force ("**Government**") have entered into that certain Department of the Air Force Lease of Property on March Air Force Base, California (Lease No: BCA-MAR-13-00-0101) for the premises ("**Premises**") more specifically described in Exhibit "A."

B. Landlord has applied to the United States of America ("**United States**" or "**Government**") under the Base Closure and Realignment Act of 1990, as amended ("**Application**") for an economic development transfer for those portions of March Air Reserve Base ("**Base**") not heretofore transferred to the operational control of the Air Force Reserve Command ("**Application Property**").

C. The Government has accepted the Application and, after compliance with the provisions of applicable law and its legal and policy requirements, intends to transfer the Application Property to Landlord.

D. Pending the conveyance of the Application Property to the Landlord, the Government and Landlord entered into a written lease entitled "Lease In Furtherance of Conveyance, and hereafter referred to as the "**Master Lease**." Landlord is, under the terms and conditions of the Master Lease, the lessee of that certain real property located in the County of Riverside, State of California, more particularly described on the Site Plan which is attached hereto, marked Exhibit "A."

E. This Lease shall, prior to the date ("**Master Lease Termination Date**") upon which Landlord acquires fee title to the Premises, be treated as a sublease by Landlord under the provisions of Condition 20 of the Master Lease. Accordingly, prior to the Master Lease Termination Date, this Lease shall be subject and subordinate in all respects to: (i) the terms and conditions of the Master Lease including, without implied limitation, the provisions of Subparagraphs 20.2.1, 20.2.2 and 20.2.3 of the Master Lease; and (ii) the provisions of Section 47 of this Lease.

F. Upon the occurrence of the Master Lease Termination Date, the Sublease and the Master Lease shall be deemed terminated and this Lease shall become the sole written agreement between the parties hereto governing the possession, use, operation and maintenance by Tenant of the Premises. The parties hereby agree to incorporate any additional terms and conditions into this Lease, which may be imposed by the Government pursuant, or subsequent to, the conveyance of the Application Property to the Landlord.

1. **Recitals.** The terms and conditions of the above recitals are hereby incorporated into this Lease by this reference.

2. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises for the term, at the rental, and upon all other terms, covenants, and conditions in this Lease.

3. **Use of Premises.**

a. The Premises may be used only for Tenant's education and training purposes. Solely in connection therewith, the Premises may be used for events and other uses associated with adult education and training or otherwise approved by Landlord in writing and for no other purpose.

b. Tenant shall not do or permit any act that could:

- i. cause any structural damage to the Premises, or
- ii. cause damage to any part of the Premises, equipment, machinery, or the construction of alterations as permitted under this Lease or as approved in writing in advance by Landlord.

c. Tenant shall not operate or permit the operation of any equipment or machinery on the Premises that could:

- i. materially damage the Premises,
- ii. impair the efficient operation of the Premises' heating, ventilation, or air conditioning system,
- iii. overload or otherwise place an undue strain on the Premises' electrical and mechanical systems, or
- iv. damage, overload, or corrode the Premises' sanitary sewer system.

d. Tenant shall not install or attach anything in the Premises in excess of the load limits established for the Premises. Tenant shall contain and dispose of all dust, fumes, or waste products generated by Tenant's use of the Premises so as to avoid:

- i. unreasonable fire or health hazards,
- ii. damage to the Premises, or
- iii. any violation of any Law. "**Law**" shall mean any constitution, statute, ordinance, regulation, rule, judicial decision, administrative order, or other requirement of any governmental entity.

e. Except as may be approved by Landlord in advance and in writing, Tenant shall not change the exterior of the Premises or install any equipment, machinery, or antennas on or make any penetrations of the exterior or roof of the Premises. Tenant shall not commit any waste in or around the Premises and shall keep the Premises in a neat, clean, attractive and orderly condition, free of any nuisances. Tenant shall use and maintain Landlord's standard window covering to cover all

windows in the Premises. Tenant shall not conduct on any portion of the Premises, any sale of any kind, including, without implied limitation, any public or private auction, going out-of-business sale, distress sale, or other liquidation sale.

f. Upon obtaining Landlord's written consent, Tenant shall have the right to place on the Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances, the Entitlements, and Landlord restrictions. Landlord may refuse consent to any proposed signage that is in sole discretion of Landlord, too large, deceptive, unattractive or otherwise inconsistent or inappropriate to Premises or use of neighboring properties. Tenant shall repair all damage to the Premises resulting from the removal of signs installed by Tenant.

g. Tenant shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations, orders, recorded covenants and restrictions, and requirements of any fire insurance underwriters or rating bureaus, now or later in effect.

4. **Lease Term.**

a. The initial term ("**Initial Term**") of this Lease shall be for three (3) years commencing on June 1, 2005 ("**Commencement Date**"), and ending on May 31, 2008 unless sooner terminated according to this Lease.

b. Tenant shall have the option to extend the term of this Lease for one (1) successive period of three years following the expiration of the Initial Term on all of the terms and conditions in this Lease except the rental provision, which will be renegotiated at the time of renewal. To exercise the option, Tenant must give Landlord written notice of exercise of the option ("**Option Notice**") no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the remaining Lease term. However, if, as of Landlord's receipt of the Option Notice, Tenant is in default under this Lease, or has committed or failed to perform acts that with the giving of notice or the lapse of time would constitute a default under this Lease (Potential Default), the Option Notice shall be totally ineffective. If after giving the Option Notice, Tenant is in default under this Lease, or if a Potential Default has occurred, and that default or Potential Default remains uncured as of the expiration of the remaining Lease term, this Lease shall, at the election of Landlord, terminate as of the expiration of the Lease term.

5. **Base Rent.** Tenant shall pay base rent in the amount of \$1,667.67 per month or \$20,012.04 annually for the first year plus consideration of care and maintenance of the property. Lease payments shall commence June 1, 2005. Thereafter, lease payments shall be due and payable on the first day of each month until termination of the Lease. The Landlord may assess a reasonable late charge if the lease payment is not received by the fifth of the month. The lease shall be considered to be in default if any lease payment is more than thirty (30) days late. Rent shall be adjusted annually as follows:

June 1, 2006	\$3,291.92 monthly or \$39,503.04 annually
June 1, 2007	\$4,937.83 monthly or \$59,253.96 annually

6. **Operating Expenses/Taxes.**



a. Tenant shall be responsible during the term of this Lease for the payment of any and all expenses incurred in connection with the operation of the Premises or incurred in connection with the operation of the Premises and fairly allocable to the Premises.

b. Tenant will pay all Property Taxes, if any, assessed, levied, confirmed, or imposed during the term of this Lease.

c. As used in this Lease, the term Property Taxes shall mean any and all taxes, including, without implied limitation, possessory interest taxes, assessments, levies, and other charges of any kind, general and special, foreseen and unforeseen (including all installments of principal and interest required to pay any existing or future general or special assessments, and any increases resulting from reassessments made in connection with a change in ownership, new construction, or any other cause), now or later imposed by any governmental or quasi-governmental authority or special district having the power to tax or levy assessments, which are levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Premises (as now constructed or as may at any later time be constructed, altered, or otherwise changed) or Landlord's interest in the Premises, the fixtures, equipment, and other property of Landlord, real or personal, that are an integral part of and located on the Premises, the gross receipts, income, or rentals from the Premises, or the use of parking areas, public utilities, or energy within the Premises, or Landlord's business of leasing the Premises. If at any time during the term of this Lease, the method of taxation or assessment of the Premises prevailing as of the Commencement Date is altered so that in lieu of or in addition to any Property Tax described above there shall be levied, assessed, or imposed (whether because of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) an alternate or additional tax or charge (i) on the value, use, or occupancy of the Premises or Landlord's interest in the Premises, or (ii) on or measured by the gross receipts, income or rentals from the Premises, on Landlord's business of leasing the Premises, or computed in any manner with respect to the operation of the Premises, then any tax or charge, however designated, shall be included within the meaning of the term Property Taxes for purposes of this Lease. However, the term Property Taxes shall not include estate, inheritance, transfer, gift, or franchise taxes of Landlord or the federal or state net income tax imposed on Landlord's income from all sources.

Any Property Taxes resulting from Alterations made for or on behalf of Tenant under this Lease shall be paid entirely by Tenant. If the Premises is not separately assessed, tenant's share of any Property Taxes shall be an equitable proportion of the Property Taxes for all of the land and improvements included within the tax parcel that is assessed.

## **7. Reservation of Rights.**

a. Landlord reserves the right to grant and relocate rights on, over, under and through the Premises, including, without implied limitation, easements, licenses and dedications that Landlord deems necessary or desirable, and to record parcel maps and restrictions. Tenant agrees to sign any of these documents immediately upon request of Landlord, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto. If Tenant fails to deliver the requested instruments within 15 days of written request from Landlord, then Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest for the purpose of completing, executing and delivering such written instruments for and on behalf of

Tenant. Tenant acknowledges that this provision is a covenant running with the land. Tenant agrees to reimburse Landlord for reasonable attorneys' fees incurred by Landlord in connection with such preparation of documents or instruments in connection with this **Section 7**.

b. Landlord shall have the right, without it constituting an actual or constructive eviction of Tenant, without any abatement of rent under this Lease and without notice to or the consent of Tenant, to

- i. remove unauthorized persons from the Premises;
- ii. change the name or address of the Premises;
- iii. use or allow the use of the Premises while engaged in maintenance, repairs, construction, or other alterations to the Premises; and
- iv. perform any other acts and make other changes or alterations in the Premises as Landlord may deem reasonably appropriate.

#### 8. **Hazardous Substances.**

a. Tenant agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances, as defined herein, by Tenant in or about the Premises shall strictly comply with all applicable Environmental Laws.

b. "**Environmental Laws**" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"); the Resource Conservation and Recovery Act of 1976 ("**RCRA**"); the Clean Water Act, also known as the Federal Water Pollution Control Act ("**FWPCA**"); the Toxic Substances Control Act ("**TSCA**"); the Hazardous Materials Transportation Act ("**HMTA**"); the Insecticide, Fungicide, Rodenticide Act; the Superfund Amendments and Reauthorization Act; the Clean Air Act; the Safe Drinking Water Act; the Solid Waste Disposal Act; the Surface Mining Control and Reclamation Act; the Emergency Planning and Community Right to Know Act; the Occupational Safety and Health Act; the California Underground Storage of Hazardous Substances Act; the California Hazardous Substances Account Act; the California Hazardous Waste Control Act; the California Safe Drinking Water and Toxic Enforcement Act; the Porter-Cologne Water Quality Act together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances, on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

c. **Hazardous Substances** includes without limitation:

- i. Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
- ii. Those substances listed in the United States Department of Transportation (DOT) Table, or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances;
- iii. Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and
- iv. Any material, waste, or substance that is
  - (1) a petroleum or refined petroleum product,
  - (2) asbestos,
  - (3) polychlorinated biphenyl,
  - (4) designated as a hazardous substance pursuant to 33 USCS 1321 or listed pursuant to 33 USCS 1317,
  - (5) a flammable explosive, or
  - (6) a radioactive material.

d. Tenant agrees to indemnify and defend Landlord harmless from any liabilities, losses, claims, damages, penalties, fines, attorney fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about the Premises by Tenant or by Tenant's agents, employees, contractors, subtenants or assigns.

e. If the presence of Hazardous Substances on the Premises caused or permitted by Tenant results in the contamination or deterioration of the Premises or any water or soil beneath the Premises, Tenant shall promptly take all action necessary to investigate and remedy that contamination.

f. Landlord and Tenant each agree to promptly notify the other of any communication received from any governmental entity concerning Hazardous Substances or the violation of Environmental Laws that relate to the Premises.

g. Tenant shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the Premises, except that Tenant may use (i) small

quantities of common chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances used in connection with the Tenant's use of the Premises as set forth in **Section 3(a)**. At any time during the term of this Lease, Tenant shall, within ten (10) days after written request from Landlord, disclose in writing all Hazardous Substances that are being used by Tenant on the Premises, the nature of the use, and the manner of storage and disposal.

h. At any time and upon prior written notice to Tenant, Landlord may require testing wells to be drilled on the Premises and may require the ground water to be tested to detect the presence of Hazardous Substances by the use of any tests that are then customarily used for those purposes. Landlord shall supply Tenant with copies of the test results. The cost of these tests and of the installation, maintenance, repair, and replacement of the wells shall be paid by Tenant if the tests disclose the existence of facts that give rise to liability of Tenant pursuant to this **Section 8**.

## 9. **Repairs and Maintenance.**

a. Tenant shall repair, maintain, and operate the Premises and repair and maintain the roof and exterior and structural parts of the Premises so that they are kept in good working order and repair. Landlord shall not be responsible for repairs required by an accident, fire, or other peril or for damage caused to any part of the Premises by any act or omission of Tenant or Tenant's employees or agents, except as otherwise required by this Lease. Landlord may engage contractors of Landlord's choice to perform the obligations required by this Section, and the necessity of any expenditure to perform those obligations shall be at the sole discretion of Landlord. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from rent owing to Landlord.

b. Tenant shall clean and maintain in good order, condition, and repair and replace when necessary the following:

- i. all plumbing and sewage facilities in the Premises, including, without implied limitation, all plumbing fixtures, pipes, fittings, or other parts of the plumbing system in the Premises;
- ii. all fixtures, interior walls, floors, carpets, draperies, window coverings, and ceilings in the Premises;
- iii. all windows, doors, entrances, and plate glass in the Premises;
- iv. all electrical facilities and all equipment in the Premises, including all light fixtures, lamps, bulbs, tubes, fans, vents, exhaust equipment, and systems; and
- v. any fire detection or extinguisher equipment in the Premises.

c. With respect to utility facilities serving the Premises, Tenant shall be responsible for the maintenance and repair of any facilities that serve the Premises, including all facilities that are within the walls or floor or on the roof of the Premises.

- d. Tenant shall:
- i. maintain, repair, and replace when necessary all heating, air conditioning, and ventilation equipment that services the Premises, and shall keep them in good condition through regular inspection and servicing, and
  - ii. maintain continuously throughout the term of the Lease a service contract for the maintenance of all heating, air conditioning, and ventilation equipment with a licensed repair and maintenance contractor approved by Landlord; the contract should provide for periodic inspections and servicing of the heating, air conditioning, and ventilation equipment at least once every ninety (90) days during the term of the Lease.

However, Landlord may elect at any time during the term of the Lease to assume responsibility for the maintenance, repair, and replacement of the heating, air conditioning, and ventilation equipment that serves the Premises. Tenant shall maintain continuously throughout the term of the Lease a service contract for the washing of all windows, both interior and exterior surfaces, in the Premises; the contract should provide for the periodic washing of all windows at least once every forty-five (45) days during the term of the Lease.

e. If Tenant fails to perform Tenant's obligations under this Section or under any other Section of this Lease, after five (5) days prior written notice to Tenant, except in an emergency when no notice shall be required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the maximum rate then allowed by law.

#### 10. **Alterations.**

a. Tenant shall not construct any alterations, improvements, or additions or otherwise alter the Premises ("**Alterations**") without Landlord's prior written consent, provided, however, that Tenant shall be entitled, without Landlord's prior consent, to make Alterations (i) that do not affect the structural integrity, the exterior sections, or watertight nature of the Building, and (ii) the reasonably estimated cost of which does not exceed Ten Thousand Dollars (\$10,000). Notwithstanding the provisions of this agreement to the contrary, any Alteration, repair or addition to the utilities on the Premises require Landlord's prior written approval. If Landlord's approval for any Alterations is required, Tenant shall not undertake the Alterations until Landlord has given written consent to the plans and specifications, and the Alterations shall be constructed substantially in compliance with plans and specifications approved by a licensed contractor and by Landlord. All Alterations shall be constructed by a licensed contractor in accordance with all Laws using new materials of good quality.

- b. Tenant shall not commence construction of any Alterations until:
- i. all required governmental approvals and permits have been obtained,
  - ii. all requirements regarding insurance imposed by this Lease have been satisfied,

- iii. Tenant has given Landlord at least ten (10) days prior written notice of Tenant's intention to commence construction, and
- iv. Tenant has provided to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1.5) times the estimated cost of the Alterations, to insure Landlord against any liability for mechanics' and material suppliers' liens and to ensure completion of the Alterations.

c. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished in connection with the Alterations that are or may become mechanics' or material suppliers' liens against the Premises or the Premises or any interest in them. Tenant shall have the right to, in good faith, contest the validity of any lien, claim, or demand, provided that Tenant shall, at Tenant's sole expense, defend Landlord against the lien, claim, or demand, and, upon the request of Landlord, Tenant shall furnish to Landlord a surety bond in an amount equal to the contested lien, claim, or demand indemnifying Landlord against liability and holding the Premises free from the effect of the lien, claim, or demand. In addition, Landlord may require Tenant to pay Landlord's attorney fees and costs in connection with the defense of any lien, claim, or demand. Tenant shall pay and satisfy any adverse judgment that may be rendered to enforce the lien, claim, or demand against the Landlord, the Premises, or the Premises.

d. All Alterations shall be and remain the property of Tenant during the term of this Lease but shall not be altered or removed from the Premises. At the expiration or sooner termination of the term of this Lease, all Alterations shall become the property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any portion of the value or cost. However, Landlord shall have the right to require Tenant to remove any Alterations, in that case, Tenant shall remove the Alterations prior to the expiration or sooner termination of the term of this Lease.

e. Tenant shall make any alteration, addition, or change of any sort to the Premises that is required by any Law because of:

- i. Tenant's particular use or change of use of the Premises;
- ii. Tenant's application for any permit or governmental approval; or
- iii. Tenant's construction or installation of any Alterations.

Any other alteration, addition, or change required by law shall be the responsibility of Landlord, subject, if any, to Landlord's right of reimbursement in **Section 6 or 7**.

#### 11. **Personal Property.**

Any personal property of Tenant not affixed to the Premises shall remain the property of Tenant and may be removed at the expiration of the Term or any extension.

#### 12. **Trade Fixtures.**

a. Tenant shall have the right, at any time and from time to time during the Term and any renewal or extension, at Tenant's sole cost and expense, to install and affix in, to, or on the

Premises items for use in Tenant's trade or business that Tenant, in Tenant's sole discretion, deems advisable (collectively, "**Trade Fixtures**"). Trade Fixtures or any other equipment installed in the Premises by Tenant shall remain the property of Tenant and may be removed at the expiration of the Term or any extension, provided that any damage to the Premises caused by the removal of Trade Fixtures or equipment shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or equipment that Tenant otherwise elects to abandon.

b. As security for Tenant's performance of this Lease, Tenant grants to Landlord a security interest in all Trade Fixtures owned by Tenant and now or later placed on the Premises by Tenant. Any right given Tenant by the provisions of **Section 12(a)** to remove the Trade Fixtures shall be exercisable only if, at the time of the removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time Tenant is not in default in performance of this Lease, trade in or replace any Trade Fixture, free of the security interest created by this Section. This security interest will then attach to the item that replaced the previous Trade Fixture. Upon default under this Lease, Landlord shall immediately have, as to the Trade Fixtures, the remedies provided to a secured party under the UCC in California.

c. Any Trade Fixtures that are not removed from the Premises by Tenant within thirty (30) days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as the owner of the real property to which they are affixed and not due to the lien provided to Landlord in **Section 12(b)**.

### 13. **Insurance.**

a. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease:

- i. Commercial general liability insurance, including property damage, against liability for bodily injury, personal injury, death, and damage to property occurring on the Premises with combined single limit coverage of at least One Million Dollars (\$1,000,000) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least Two Million Dollars (\$2,000,000); that policy shall include contractual liability, insuring Tenant's performance of indemnification obligations contained in this Lease;
- ii. Fire and all risk property damage insurance, insuring any Alterations and all of Tenant's equipment and Trade Fixtures located on the Premises for full replacement cost; and

b. Where applicable, each policy of insurance required to be carried by Tenant pursuant to **Section 13(a)**:

- i. shall name Landlord and any other parties in interest that Landlord reasonably designates as additional insureds;

- ii. shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage of Landlord;
- iii. shall be in a form satisfactory to Landlord;
- iv. shall be carried with companies reasonably acceptable to Landlord;
- v. shall provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days prior written notice to Landlord;
- vi. shall not have a deductible in excess of any amount reasonably approved by Landlord;
- vii. shall contain a cross liability endorsement; and
- viii. shall contain a severability clause.

If Tenant has in full force a blanket policy of liability insurance with the same coverage for the Premises as described in **Section 13(a)**, that blanket insurance shall satisfy the requirements of **Section 13(a)**, provided that the blanket policy specifically states the address of the Premises as being covered. A copy of each policy evidencing the insurance required to be carried by Tenant pursuant to **Section 13(a)** or a certificate of the insurer, certifying that the policy has been issued, which provides the coverage required by **Section 13(a)** and which contains the specified provisions, shall be delivered to Landlord prior to the time Tenant takes possession of the Premises and upon renewal of those policies, not less than thirty (30) days prior to the expiration of the term of the coverage.

c. Landlord may maintain, subject to reimbursement pursuant to **Section 6**, the following policies of insurance:

- i. a policy of fire and all risk property damage insurance insuring Landlord against loss of rents for a period of not less than twelve (12) months and from physical damage to the Premises, with coverage of not less than the full replacement cost. Landlord may insure the Premises separately, or may insure the Premises with other property owned by Landlord that Landlord elects to insure together under the same policy. Any fire and property damage insurance:
  - (1) may be endorsed to cover loss caused by any additional perils against which Landlord may elect to insure, including earthquake or flood, and to provide any additional coverage Landlord reasonably requires, and
  - (2) shall contain reasonable deductibles, which in the case of earthquake and flood insurance, may be up to 10 percent (10%) of the replacement value of the property insured or any higher amount that



is then commercially reasonable. Landlord shall not be required to insure any Alterations constructed by Tenant;

- ii. a policy of commercial general liability insurance insuring Landlord against liability for personal injury, bodily injury, death, and damage to property occurring or resulting from an occurrence in, on, or about the Premises, with combined single limit coverage of at least One Million Dollars (\$1,000,000) and general aggregate combined single limit of bodily injury and property damage liability of Two Million Dollars (\$2,000,000).

d. Tenant shall pay any increase in Landlord's property insurance over the amount of the premium immediately prior to the commencement of the Term that is attributed by Landlord's insurance carrier to the nature of Tenant's occupancy or any act or omission of Tenant.

e. Tenant and Landlord each release the other and waive the entire right of recovery against the other for any damage or liability arising out of or incident to the perils insured against, whether due to the negligence of Landlord, Tenant, or their respective employees, agents, contractors, and invitees. Prior to obtaining the required policies of insurance, Tenant and Landlord shall notify their respective insurance carriers that the previous waiver of subrogation is in this Lease.

#### 14. **Damage and Destruction.**

a. If the Premises are destroyed or damaged to the extent of 10 percent (10%) or more of the then full replacement cost from a cause not insured against under either Landlord's or Tenant's casualty insurance policy, Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant within thirty (30) days after the date of the damage or destruction, in which case this Lease shall terminate as of the receipt by Tenant of Landlord's notice. If the Lease is not so terminated, then Landlord shall diligently proceed to repair and restore the Premises.

b. If the Premises are destroyed or damaged to the extent of 10 percent (10%) or more of the then full replacement cost from a cause covered by either Tenant's or Landlord's casualty insurance, and that damage or destruction may be repaired or restored within ninety (90) days after commencement of repair or restoration, then Landlord shall diligently proceed to repair and restore the Premises. If Landlord determines that the Premises cannot be repaired or restored within that period, then Landlord shall have the right to terminate this Lease by written notice to Tenant given within sixty (60) days after the date of damage or destruction; Tenant's obligation to pay rent and other charges under this Lease shall terminate as of the date of the damage or destruction or as of the date Tenant ceases to do business at the Premises, whichever date is later.

c. If the Building or the Premises is damaged to the extent of 50 percent (50%) or more of its replacement cost, Landlord may elect to terminate this Lease by written notice to Tenant given within sixty (60) days after the date of damage or destruction, whether the Premises are affected or not; in that case, this Lease shall terminate as of the receipt by Tenant of Landlord's notice.

d. If, in any case that is the subject of **Section 14**, the Premises or any portion of the Premises is rendered unfit for use and occupancy and this Lease is not terminated as provided above, a just proportion of the Base Rent, in light of the nature and extent of the damage, shall be abated

until the Premises are restored by Landlord as provided above, excluding any fixtures or items installed or paid for by Tenant that Tenant is entitled or required to remove under this Lease.

e. Except as expressly provided in this Lease, damage to or destruction of the Premises shall not terminate this Lease or result in any abatement of rentals. Tenant waives any right of offset against Tenant's rental obligations that may be provided by any statute or rule of law in connection with Landlord's duties of repair and restoration under the provisions of this Lease.

f. Landlord shall not be responsible for any loss, damage, or destruction to Tenant's leasehold improvements or to fixtures, inventory, or other Tenant-owned improvements or property.

15. **Condemnation.** If any part of the Premises is condemned or otherwise taken under the power of eminent domain or conveyed in lieu of condemnation, and the condemnation or taking materially and adversely affects Tenant's occupancy of the Premises, either party shall, at each party's option, have the right to terminate this Lease. If any part of the Premises is condemned or taken and that materially and adversely affects the normal operation of the Building, Landlord, at Landlord's option, may terminate this Lease. In either event, Landlord shall receive any award that may be paid in connection with any condemnation or taking, and Tenant shall have no claim or interest in any award, whether or not the award or any part of it is attributable to the value of the unexpired term of this Lease. If a part of the Premises is condemned or taken, and neither party elects to terminate this Lease, but the Premises have been damaged as a consequence, Landlord agrees to use the proceeds of any reward for relocation, modification, restoration or repair. If the Premises is temporarily condemned or taken, this Lease shall be unaffected, and Tenant shall continue to pay all rent payable under this Lease; provided, however, that in such case, Tenant shall be entitled to receive that portion of any award that represents compensation for the use or occupancy of the Premises.

16. **Utilities.** Tenant shall promptly pay, as they become due, all charges for water, gas, electricity, telephone, sewer service, waste pick-up, and any other utilities or services furnished directly to or used by Tenant on or about the Premises, including, without implied limitation, any connection or hook-up fees and any penalties for discontinued or interrupted service. Tenant shall reimburse the Owner for the installation and cost of any utility meters to be installed by the Owner. If any utility service is not separately metered to the Premises, Tenant shall pay Tenant's pro rata share of the cost of that utility service with all others served, provided, however, that if Landlord reasonably determines that Tenant is using a disproportionate amount of any utility service not separately metered, Landlord may

a. periodically charge Tenant, as additional rent, a sum equal to Landlord's reasonable estimate of the cost of Tenant's excess use of the utility service, or

b. install separate meters for each utility to measure the utility service supplied to the Premises. Tenant will be required to reimburse Landlord for one hundred percent (100%) of the costs for each meter. If any additional costs arise which are unrelated to the meters, the Tenant shall bear any costs above and beyond the cost of the basic installation of said meters.

17. **Assignment and Subletting.**

a. The terms and conditions in this Lease were offered solely to Tenant as an inducement to lease the Premises. Landlord would not necessarily lease the Premises to another tenant on such favorable terms and conditions, it being understood that Landlord is specifically relying on the identity of Tenant in agreeing to the terms and conditions in this Lease. Tenant acknowledges that the lease terms and conditions are for Tenant's benefit only so long as Tenant operates the business allowed by this Lease, and that Tenant is not entering into this Lease for any other purpose, such as the recognition of a leasehold value that it could later sell. It is understood and agreed that any value, upon the early termination of Tenant's occupancy of the Premises, shall revert to Landlord, either by termination of this Lease or as a condition of assignment or subletting, as provided in this Section. But for the previously stated reasons, Landlord would not enter into this Lease. Therefore, Tenant shall not voluntarily, involuntarily, or by operation of laws, without the prior written consent of Landlord, that Landlord may withhold in Landlord's sole, absolute and subjective discretion:

- i. sublet all or any part of the Premises or allow it to be sublet, occupied, or used by any person or entity other than Tenant;
- ii. assign Tenant's interest in this Lease;
- iii. mortgage or encumber the Lease, or otherwise use the Lease as a security device in any manner; or
- iv. amend or modify an assignment, sublease, or other transfer that has been previously approved by Landlord.

Any action taken or proposed to be taken pursuant to **Section 17(a)** shall be collectively referred to as an Assignment, and any third party succeeding to all or a portion of Tenant's interest under this Lease or proposed to succeed to all or a portion of Tenant's interest under this Lease shall be referred to as an Assignee. If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, any sale or transfer or cumulative sales or transfers of the capital stock of Tenant in excess of 25 percent (25%) or any sale or cumulative sales of 51 percent (51%) or more of the value of Tenant's assets shall be deemed an Assignment. However, the previous provisions shall not apply to corporations, the capital stock of which is publicly traded.

b. Tenant shall pay to Landlord, as an additional rent, all reasonable costs and attorney fees incurred by Landlord in connection with the evaluation, processing, or documentation of any requested Assignment, whether or not Landlord's consent is granted. Landlord's reasonable costs shall include the cost of any review or investigation performed by Landlord or consultant acting on behalf of Landlord of:

- i. any Hazardous Substances used, stored, released, or disposed of by the proposed Assignee, or
- ii. violations of any Environmental Law by the Tenant or the proposed Assignee.

c. Any Assignment approved by Landlord shall not be effective until Tenant has delivered to Landlord an executed counterpart of the document evidencing the Assignment that:

- (1) is in form and substance reasonably satisfactory to Landlord, and
- (2) contains the same terms and conditions as stated in Tenant's notice given to Landlord pursuant to **Section 17(c)**.

d. Any attempted Assignment without Landlord's consent shall constitute an Event of Default and shall be voidable at Landlord's option. Landlord's consent to any one Assignment shall not constitute a waiver of the provision of **Section 17** as to any subsequent Assignment or a consent to any subsequent Assignment. No Assignment, even with the consent of Landlord, shall relieve Tenant of the obligation to pay the rent and to perform all of the other obligations to be performed by Tenant. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease, nor to be a consent to any Assignment.

e. At least sixty (60) days before a proposed Assignment is to become effective, Tenant shall give Landlord written notice of the proposed terms of the Assignment and request Landlord's approval, which notice shall include the following:

- i. the name and legal composition of the Assignee;
- ii. a current financial statement of the Assignee, financial statements of the Assignee covering the preceding three (3) years, if they exist, and, if available, an audited financial statement of the Assignee for a period ending not more than one (1) year prior to the proposed effective date of the Assignment, all of which are to be prepared in accordance with generally accepted accounting principles;
- iii. the nature of the Assignee's business to be carried on in the Premises;
- iv. a statement of all consideration to be given on account of the Assignment; and
- v. any other information that Landlord requests.

f. Landlord's consent to a requested Assignment shall not be unreasonably withheld, but may be conditioned on amending the economic provisions of the Lease to the then current fair market levels or the other terms of the Lease, and be subject to the payment to Landlord of all consideration paid or to be paid by the Assignee to the Tenant.

g. Notwithstanding compliance of a proposed Assignment with the provisions of **Section 17**, if Landlord no longer desires Tenant to be bound, Landlord, in Landlord's sole and arbitrary discretion, in lieu of consenting to the proposed Assignment, by written notice to Tenant, may refuse to consent to the proposed Assignment, and Landlord may terminate this Lease effective thirty (30) days after receipt of notice, and Tenant and Landlord shall then be relieved of all subsequent liability under this Lease. ANY ASSIGNMENT, SUBLETTING, OCCUPANCY, OR USE WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, SHALL BE VOID AND SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THIS LEASE. TENANT SPECIFICALLY UNDERSTANDS AND AGREES THAT AT ANY TIME AN EVENT OF

DEFAULT OCCURS AND IS CONTINUING, TENANT SHALL HAVE NO RIGHT TO ASSIGN TENANT'S INTEREST IN THIS LEASE, AND LANDLORD SHALL HAVE NO OBLIGATION TO GIVE LANDLORD'S APPROVAL UNDER THIS SECTION IF TENANT ATTEMPTS AN ASSIGNMENT OR SUBLETTING WHILE IN DEFAULT.

h. If Tenant's obligations under this Lease have been guaranteed by third parties, any Assignment of Tenant's interest under this Lease and Landlord's consent shall not be effective unless those guarantors give written consent to the Assignment.

i. If an Event of Default occurs and is continuing, Landlord may proceed directly against Tenant, any Assignee, any guarantors, or any other party responsible for the performance of this Lease, without first exhausting Landlord's remedies against any other party responsible to Landlord, or resorting to any security held by Landlord.

j. If an Event of Default occurs and is continuing, Landlord may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of Tenant under any sublease, provided, however, that Landlord shall not be liable for any amounts paid by the subtenant to Tenant or for any defaults by Tenant under the sublease.

k. Every provision of **Section 17** shall be binding on any Assignee as if that Assignee were the tenant under this Lease.

l. No Assignee shall further assign or sublet the Premises without Landlord's prior written consent.

m. Landlord's consent to any Assignment shall not constitute an acknowledgment that no default exists under this Lease, nor shall consent be deemed a waiver of any existing default, except as otherwise stated by Landlord at the time.

## 18. **Indemnity.**

a. Tenant agrees to indemnify, defend, and hold Landlord, and Landlord's employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from:

- i. any cause occurring in or about or resulting from an occurrence in or about the Premises during the Lease Term,
- ii. the negligence or willful misconduct of Tenant or Tenant's agents, employees, and contractors, wherever it occurs, or
- iii. an Event of Tenant's Default.

The provisions of **Section 18(a)** shall survive the expiration or sooner termination of this Lease.

b. Landlord shall not be liable to Tenant, nor shall Tenant be entitled to terminate this Lease or to any abatement of rent for any damage to Tenant's property or any injury to Tenant or any

of Tenant's employees, agents, or invitees, or loss to Tenant's business arising out of any cause, including, without implied limitation:

- i. the failure, interruption, or installation of any heating, air conditioning, or ventilation equipment;
- ii. the loss or interruption of any utility service;
- iii. the failure to furnish or delay in furnishing any utilities or services when the failure or delay is caused by fire or other casualty, the elements, labor disputes, acts of God, or any other circumstance beyond the control of Landlord;
- iv. the limitation, curtailment, rationing, or restriction on the use of water or electricity, gas or any other form of utility;
- v. vandalism, malicious mischief, or forcible entry by unauthorized persons or the criminal act of any person; or
- vi. seepage, flooding, or other penetration of water into any portion of the Premises.

19. **Default.** Each of the following shall constitute an event of default under this Lease (each, Event of Default):

- a. Tenant's failure to make any payment required under this Lease when due;
- b. The failure of Tenant to perform any of the covenants, conditions, or provisions of this Lease to be performed by Tenant, other than those requiring any payment to Landlord, where this failure continues for a period of thirty (30) days after written notice from Landlord to Tenant. However, if the nature of Tenant's failure reasonably requires more than thirty (30) days for cure, Tenant shall not be deemed to be in default if Tenant commences to cure within the thirty (30) day period and thereafter diligently continues this cure to completion;
- c. Any of the following:
  - i. The making by Tenant of any general arrangements or assignments for the benefit of creditors;
  - ii. Tenant's becoming a debtor as defined in 11 USCS 101 or any successor statute, unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days after filing;
  - iii. The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days of this appointment; or

- iv. The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where this seizure is not discharged within thirty (30) days after the seizure.
- d. The vacation or abandonment of the Premises by Tenant;
- e. Tenant's Assignment in violation of **Section 17**.

20. **Remedies.** Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to:

a. terminate this Lease and all rights of Tenant by giving Tenant written notice that this Lease is terminated, in which case Landlord may recover from Tenant the sum of:

- i. the worth at the time of award of any unpaid rent that had been earned at the time of termination;
- ii. the worth at the time of award of the amount by which (A) the unpaid rent that should have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;
- iii. the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, as Tenant affirmatively proves could be reasonably avoided;
- iv. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations or that, in the ordinary course of things, would be likely to result; and
- v. all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in clauses (i) and (ii) of this Section, the worth at the time of award is computed by allowing interest at the rate of 10 percent (10%) per annum. As used in clause (iii) of this Section, the worth at the time of award is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent (1%). As used in this Section the term rent shall include Base Rent, Percentage Rent, and any other payments required by Tenant.

b. continue this Lease, and from time to time, without terminating this Lease, either (i) recover all rent and other amounts payable as they become due or (ii) relet the Premises or any part of the Premises on behalf of Tenant for any term, at any rent, and pursuant to any other provisions as Landlord deems advisable, all with the right, at Tenant's cost, to make alterations and repairs to the Premises.

c. Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may cause property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of Tenant.

d. None of the following remedial actions, singly or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by Landlord to maintain or preserve the Premises; any efforts by Landlord to relet the Premises; any re-entry, repossession, or reletting of the Premises; or any re-entry, repossession, or reletting of the Premises by Landlord pursuant to this Article. If Landlord takes any of the previous remedial actions without terminating this Lease, Landlord may nevertheless at any time after taking any remedial action terminate this Lease by written notice to Tenant.

e. If Landlord relets the Premises, Landlord shall apply the revenue as follows: first, to the payment of any indebtedness, other than rent due from Tenant to Landlord; second, to the payment of any cost of reletting, including without limitation finder's fees and leasing commissions; third, to the payment of the cost of any maintenance and repairs to the Premises; and fourth, to the payment of rent and other amounts due and unpaid. Landlord shall hold and apply the residue, if any, to payment of future amounts payable as they become due. Should revenue from reletting during any month, after application pursuant to the foregoing provisions, be less than the sum of (i) Landlord's expenditures for the Premises during that month and (ii) the amounts due from Tenant during that month, Tenant shall pay the deficiency to Landlord immediately upon demand.

f. After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant; provided that Landlord by prior notice shall first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all costs, including costs of settlements, defense, court costs, and attorney fees that Landlord may incur in the course of any cure.

g. No security or guaranty for the performance of Tenant's obligations, which Landlord may now or hereafter hold, shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

h. Except insofar as this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy given now or later or existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by that party of any violation or nonperformance by the other party of any obligations, agreements, or covenants shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of rights or remedies with respect to that violation or nonperformance.



21. **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, the name and address for that holder having been furnished to Tenant in writing, specifying in what respect Landlord has failed to perform the obligation. However, if Landlord's obligation requires more than thirty (30) days for performance, Landlord shall not be in default if Landlord commences to perform within the thirty (30) day period and afterwards diligently completes it.

22. **Exculpation of Landlord.** Notwithstanding any provisions to the contrary contained in this Lease, neither Landlord nor any of Landlord's board members, employees, affiliates, attorneys, advisors, or agents shall have any personal liability directly or indirectly with regard to this Lease or the transaction described in this Lease, or any agreements made or entered into under or in connection with this Lease or any amendment or amendments to any of the foregoing made at any time. If Tenant asserts any claim arising out of or in connection with this Lease or the transaction described in this Lease, Tenant's sole recourse shall be to the estate and interest of Landlord in and to the Premises. No other properties or assets of Landlord shall be subject to levy, attachment, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease or the transaction described in this Lease. Neither Landlord nor Landlord's employees agents contractors, advisors or affiliates shall have any personal liability or obligation whatsoever in connection with this Lease.

23. **Late Charges.** Tenant acknowledges that late payment of sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, if any sum due from Tenant is not received by Landlord when due, then without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to 10 percent (10%) of the overdue sum. The parties agree that the late charge represents a fair and reasonable estimate of the costs Landlord will incur because of late payment by Tenant. Acceptance of the late charge by Landlord shall not constitute a waiver of Tenant's default for the overdue sum, nor prevent Landlord from exercising any of the other rights and remedies in this Lease.

24. **Interest on Past Due Obligations.** Any amount that is due to Landlord and not paid when due shall bear interest from the date due at the maximum rate then allowable by law; provided, however, that interest shall not be payable on late charges incurred by Tenant. Payment of the interest shall not cure any default by Tenant under this Lease.

25. **Subordination.**

a. This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed upon the Premises and to any advances made on the security of it or Landlord's interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of it. However, if any mortgagee, trustee, or ground landlord elects to have this Lease prior to the lien of the mortgage or deed of trust or prior to the ground lease, and gives notice of that to Tenant, this Lease shall be deemed prior to the mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of the mortgage, deed of trust, or ground lease, or the date of recording. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary,

Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure. If any ground lease to which this Lease is subordinate is terminated, Tenant shall attorn to the ground lessor. Tenant agrees to execute any documents, in form and substance reasonably acceptable to Tenant, required to subordinate, to make this Lease prior to the lien of any mortgage or deed of trust or ground lease, or to evidence the attornment.

b. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, or if any ground lease to which this Lease is subordinate is terminated, this Lease shall not be barred, terminated, cut off, or foreclosed. Neither shall the rights and possession of Tenant under this Lease be disturbed, if Tenant is not then in default in the payment of rental and other sums due under this Lease or otherwise in default under the terms of this Lease, and if Tenant attorns to the purchaser, grantee, or ground lessor as provided in **Section 25(a)** or, if requested, enters into a new lease for the balance of the term of this Lease on the same terms and provisions in this Lease. Tenant's covenant under **Section 25(a)** to subordinate this Lease to any ground lease, mortgage, deed of trust, or other hypothecation later executed is conditioned on each senior instrument containing the commitments specified in this subsection.

## 26. Estoppel Certificates.

a. At all times during the term of this Lease, each party agrees, following any request by the other party, promptly to execute and deliver to the requesting party within ten (10) days following delivery of a request an estoppel certificate:

- i. certifying that this Lease is unmodified and in full force, or if modified stating the nature of the modification and certifying that this Lease, as so modified, is in full force,
- ii. stating the date to which the rent and other charges are paid in advance, if any,
- iii. acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of any party, or if there are uncured defaults, specifying the nature of the defaults, and
- iv. certifying any other information about the Lease as may be reasonably required by the requesting party.

b. A failure to deliver an estoppel certificate within ten (10) days after delivery of a request shall be a conclusive admission that, as of the date of the request for such statement:

- i. this Lease is unmodified except as may be represented by the requesting party in the request and is in full force,
- ii. there are no uncured defaults in the requesting party's performance, and
- iii. no rent has been paid more than thirty (30) days in advance.

c. At any time during the term of this Lease, Tenant shall, upon ten (10) days prior written notice from Landlord, provide Tenant's most recent financial statement and financial statements covering the three (3) year period prior to the date of the most recent financial statement to any existing or potential lender or buyer of the Premises. The statements shall be prepared in accordance with generally accepted accounting principles and, if it is the normal practice of Tenant, shall be audited by an independent certified public accountant.

**27. Right of Relocation.**

a. Landlord may elect by written notice to Tenant to relocate all or a portion of the Premises or all or a portion of the improvements on the Premise to another location controlled by the Landlord ("**Substitute Premises**") designated by Landlord, in Landlord's sole and absolute discretion. Landlord's notice shall be accompanied by a plan of the Substitute Premises. Tenant shall vacate and surrender the Premises and shall occupy the Substitute Premises promptly (and, in any event, not later than 30 days) after Landlord has substantially completed the work to be performed by Landlord in the Substitute Premises pursuant to **Section 27 (b)**, if any. This Lease shall remain in full force and effect, and the Substitute Premises shall thereafter be deemed to be the Premises.

b. Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's business, nor to any abatement or reduction of the Basic Monthly Rent, but Landlord shall, at Landlord's expense, do the following: (i) furnish and install in the Substitute Premises fixtures, equipment, improvements, appurtenances and leasehold improvements at least equal in kind and quality to those contained or to be contained in the Premises at the time such notice of substitution is given by Landlord; (ii) provide personnel to perform under Tenant's direction the moving of Tenant's property from the Premises to the Substitute Premises; (iii) promptly reimburse Tenant for Tenant's actual and reasonable out-of-pocket costs incurred in connection with the relocation of any telephone or other communications equipment from the Premises to the Substitute Premises; and (iv) promptly reimburse Tenant for any other actual and reasonable out-of-pocket costs incurred by Tenant in connection with Tenant's move from the Premises to the Substitute Premises provided such costs are approved by Landlord in advance, which approval shall not be unreasonably withheld. Tenant agrees to cooperate with Landlord so as to facilitate the prompt completion by Landlord of its obligations under this Section and the prompt surrender by Tenant of the Premises. Without limiting the generality of the preceding sentence, Tenant agrees (a) to provide to Landlord promptly any approvals or instructions and any plans and specifications or any other information reasonably requested by Landlord and (b) to perform promptly in the Substitute Premises any work to be performed therein by Tenant to prepare the same for Tenant's occupancy.

**28. Transfer by Landlord.** If Landlord transfers the Premises, Landlord shall be relieved of all liability for the performance of Landlord's obligations after the date of the transfer. However, any prepaid rent or security deposit held by Landlord at the time of the transfer shall be delivered to the transferee.

**29. Severability.** If any provision of this Lease is held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

30. **Time of Essence.** Time is of the essence under this Lease.

31. **Additional Rent.** All monetary obligations of Tenant to Landlord under the Lease, including, without implied limitation, the Base Rent, Operating Expenses, and the Percentage Rent, shall be deemed rent.

32. **Reserved.**

33. **Entire Agreement.**

a. This Lease constitutes the entire agreement between Landlord and Tenant, and there are no agreements or representations between the parties except as expressed in this Lease. Tenant acknowledges that neither Landlord nor Landlord's representatives have made any legally binding representation or warranty as to any matter except those expressly set forth, including any warranty as to:

- i. whether the Premises may be used for Tenant's intended use under existing law,
- ii. the suitability of the Premises or the Premises for the conduct of Tenant's business, or
- iii. the condition of any improvements.

b. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease. This instrument shall not be legally binding until it is executed by both Landlord and Tenant. No subsequent change or addition to this Lease shall be binding unless in writing and signed by Landlord and Tenant.

34. **Notices.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed given when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to Tenant at:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

or to Landlord at:  
March Joint Powers Authority  
P.O. Box 7480  
Moreno Valley, CA 92552

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

35. **Waivers.** No waiver by Landlord, nor any provisions in this Lease shall be deemed a waiver of any other provision of this Lease, of any subsequent breach of this Lease by Tenant, or of any other provision. Landlord's consent to or approval of any act by Tenant shall not waive the necessity for Landlord's consent to or approval of any subsequent act by Tenant. Landlord's acceptance of rent shall not be a waiver of any preceding breach of Tenant, other than Tenant's failure to pay the rent that Landlord accepted, regardless of Landlord's knowledge of the preceding breach at the time of acceptance of the rent.

36. **No Recording.** Neither party shall, without the express written consent of the other, execute, acknowledge, or record a memorandum of this Lease.

37. **Surrender of the Premises.**

a. Upon the expiration or sooner termination of this Lease, Tenant shall vacate and surrender the Premises to Landlord in the same condition as existed at the Commencement Date, except for:

- i. reasonable wear and tear, and
- ii. damage caused by any peril or condemnation.

b. If Landlord so requests, Tenant shall, prior to the expiration or sooner termination of this Lease:

- i. remove any Alterations that Tenant is required to remove pursuant to this Lease and repair all damage caused by such removal, and
- ii. return the Premises or any part of the Premises to its original configuration existing as of the time the Premises were delivered to Tenant.

c. If the Premises are not so surrendered at the termination of this Lease, Tenant shall be liable to Landlord for all costs incurred by Landlord in returning the Premises to the required condition. Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in surrendering the Premises, including without limitation any claims made by any succeeding tenant or losses to Landlord due to lost opportunities to lease to succeeding tenants.

38. **Holding Over.** At the end of the Term, or any extension, if Tenant holds over for any reason, it is hereby agreed that in the absence of a written agreement to the contrary that tenancy shall be from month-to-month only and not a renewal of this Lease, nor an extension for any further term. In that case, Tenant shall pay Base Rent in an amount equal to 200 percent (200 %) of the Base Rent payable prior to the end of the Term or any extension, and the month-to-month tenancy shall be subject to every other term, covenant, and condition contained in this Lease that is consistent with and not contrary to a month-to-month tenancy.

39. **Cumulative Remedies.** No remedy of election under this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

40. **Covenants and Conditions.** Each term of this Lease performable by Tenant shall be deemed both a covenant and a condition.

41. **Binding Effect.** Subject to **Section 17**, this Lease shall be binding on and inure to the benefit of the parties and their successors and assigns.

42. **Attorney Fees.** If either party brings an action to enforce the Lease, the prevailing party, shall be entitled to reasonable attorney fees as determined by the court. Prevailing party shall include without limitation:

- a. a party who dismisses an action in exchange for sums allegedly due;
- b. a party who receives performance from the other party for an alleged breach of covenant or who receives a desired remedy that is substantially equal to the relief sought in an action; or
- c. a party determined to be the prevailing party by a court of law.

43. **Entry.**

a. Landlord and its agents may enter the Premises at any reasonable time after giving at least twenty-four (24) hours prior written notice to Tenant, and immediately in the case of emergency, for the purpose of:

- i. inspecting the Premises;
- ii. posting notices of nonresponsibility;
- iii. supplying any service to be provided by Landlord to Tenant;
- iv. showing the Premises to prospective purchasers, mortgagees, or tenants;
- v. making necessary alterations, additions, or repairs;
- vi. performing Tenant's obligations when Tenant has failed to do so after written notice from Landlord;
- vii. placing on the Premises ordinary for lease signs or for sale signs; and
- viii. responding to an emergency.

b. Landlord shall have the right to use any means Landlord deems necessary and proper to enter the Premises in an emergency. Any entry into the Premises obtained by Landlord in accordance with this Section shall not be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises.

44. **Signs.** Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Premises, any sign, awning, canopy, marquee, or other advertising without the express written

consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior show window of the Premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall maintain it in good appearance and repair at all times during this Lease. If at the end of the term of this Lease, any of the items mentioned in this Section are not removed from the Premises by Tenant, that item may, without damage or liability, be destroyed by Landlord.

45. **Merger.** The voluntary or other surrender of this Lease by Tenant, a mutual cancellation of this Lease, or a termination by Landlord shall not cause a merger, and shall, at the option of Landlord, terminate all existing subtenancies or may, at the option of Landlord, cause an assignment to a Landlord of all of these subtenancies.

46. **Security Measures.** Tenant acknowledges that Landlord shall have no obligation to provide any guard service or other security measures to the Premises, and Tenant assumes all responsibility for the protection of Tenant, Tenant's agents, invitees, and customers, and the property of Tenant and of Tenant's agents, invitees, and customers from acts of third parties. Nothing in this Lease shall prevent Landlord, at Landlord's sole option, from providing security protection for the Premises, the cost of which shall be included within the definition of Operating Expenses, as set forth in Section 6(b).

47. **Authority.** Each individual executing this Lease on behalf of Tenant represents and warrants that individual is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with the bylaws of the corporation, or on behalf of the partnership in accordance with the partnership agreement of the partnership, and that this lease is binding upon the corporation or partnership, as applicable, in accordance with its terms. Each of the persons executing this Lease on behalf of a corporation covenants and warrants that the party for whom the person is executing this Lease is a duly authorized and existing corporation, that it is qualified to do business in California, and that the corporation has full right and authority to enter into this Lease.

48. **Governing Law.** This Lease shall be governed by California law, and any litigation concerning this Lease between the parties shall be initiated in the Superior Court of Riverside County.

49. **Master Lease.**

a. Landlord is the lessee under the Master Lease, a copy of which is attached hereto, marked Exhibit "B" incorporated herein by this reference.

b. As stated in Recital F to this Lease, this Lease is subject and subordinate in all respects to the terms of the Master Lease. Except as may be inconsistent with the terms hereof, all the terms, covenants and conditions in the Master Lease are incorporated herein as modified herein, and shall be applicable to this Lease with the same force and effect as if Landlord were the lessor under the Master Lease and Tenant were the lessee thereunder; and in case of any breach hereof by Tenant, Landlord shall have the rights against Tenant as would be available to the lessor against the lessee under the Master Lease if such breach were by the lessee thereunder.

c. The following provisions of the Master Lease shall not be incorporated into this Lease, it being the intent of the parties that, with respect to the rights, duties and obligations of the,

lessee under these sections, the same shall be retained and performed by Landlord: Subparagraph 6.3 and Subparagraph 15.2.4

d. Except as otherwise provided herein, Tenant hereby agrees to do all things under this Lease that would be required of Landlord under the Master Lease and to refrain from doing anything prohibited of landlord under the Master Lease. Tenant and Landlord hereby assume, as sublessee and sublessor under this Lease, the rights and obligations which the lessee and lessor respectively, would have under the Master Lease, as it pertains to the Premises, and each party will, except as otherwise provided herein, treat and deal with the other party in the same manner as if Landlord and Tenant herein were lessor and lessee, respectively, in the Master Lease, and each party shall have the same rights against the other party as the lessor and the lessee in the Master Lease have against each other. The only services or rights to which Tenant is entitled hereunder are those to which Landlord is entitled under the Master Lease, and for all such services and rights Tenant will look to the Master Lessor under the Master Lease, Landlord shall endeavor to have Master Lessor timely and completely fulfill Master Lessor's obligations but Landlord shall have no liability to Tenant if Master Lessor shall fail to do so. Certain rights of Tenant in this Lease are subject to the prior approval of Master Lessor. Landlord shall upon request of Tenant use reasonable efforts to secure such consent, but shall have no obligation to deliver such consent to Tenant. The foregoing provisions are not intended to change the obligations of the lessor and lessee under the Master Lease, but simply to incorporate the terms thereof for purposes of governing the rights and obligation of Tenant and Landlord under this Lease. Landlord further agrees not to amend or terminate, nor permit the termination of the Master Lease without Tenant's prior written consent, unless Landlord shall do so without impairing Tenant's rights hereunder and without increasing Tenant's obligations or liabilities.

50. **Nondiscrimination.** Tenant herein covenants by and for itself and assigns, and all persons claiming under or through Tenant and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises nor shall the Tenant, itself, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises.

51. **Americans with Disabilities Act.** Tenant shall comply with all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Any repairs, replacements, alterations, and improvements of Tenant shall comply with ADA requirements then in effect and be the sole responsibility and liability of Tenant.

52. **Offer.** Preparation of this Lease by Landlord or Landlord's agent and submission to Tenant shall not be deemed an offer to lease. This lease shall become binding on Landlord and Tenant only when fully executed by Landlord and Tenant.



The parties have executed this Lease as of the date first set forth above.

**LANDLORD:**

THE MARCH JOINT POWERS AUTHORITY,  
a California public agency

By: \_\_\_\_\_

ATTEST:

Secretary

**APPROVED AS TO LEGAL FORM:**

BEST BEST & KRIEGER LLP

Agency Counsel

**TENANT:**

Riverside Community College District

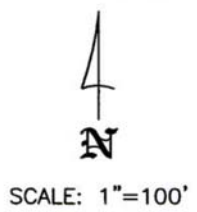
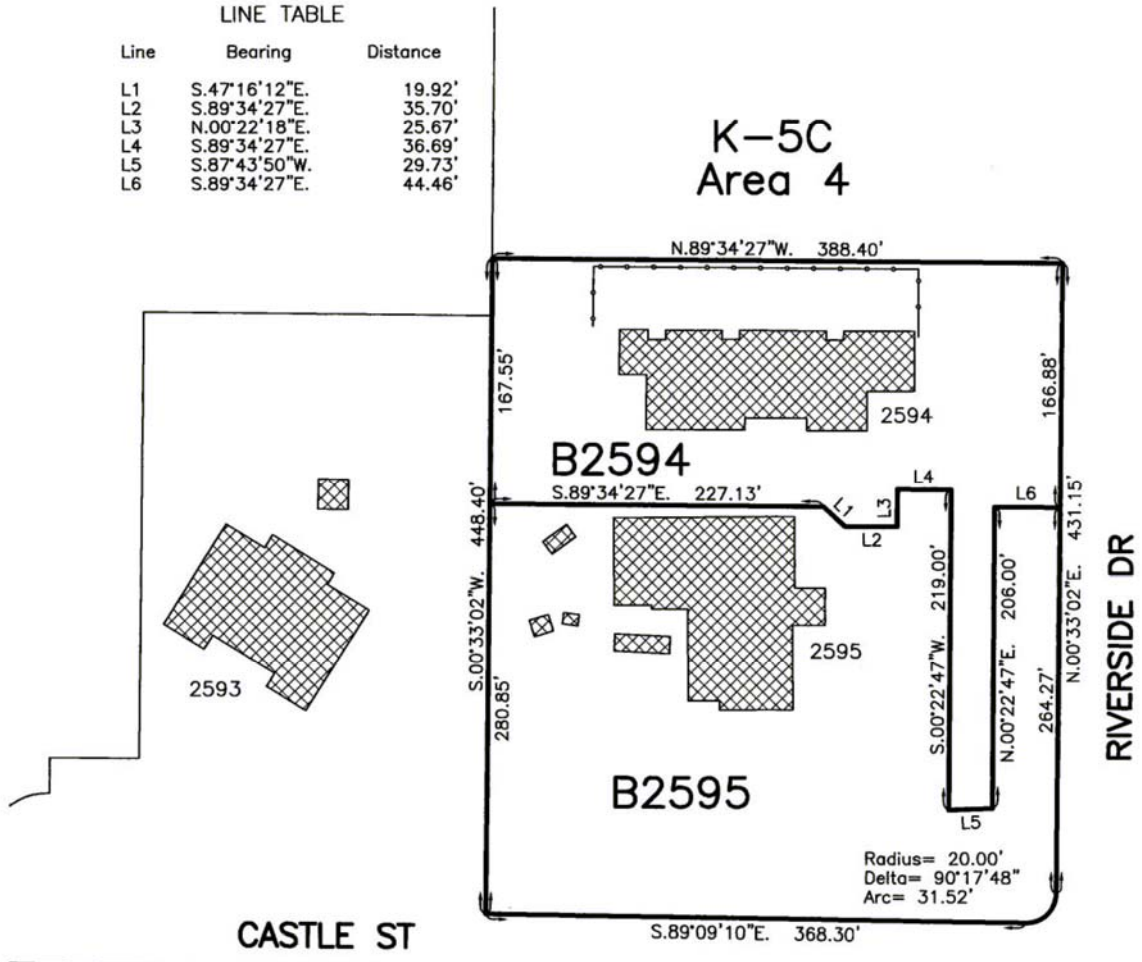
By: \_\_\_\_\_

Exhibit "A"

**EXHIBIT B**  
**Parcel B2594 & B2595**

**LINE TABLE**

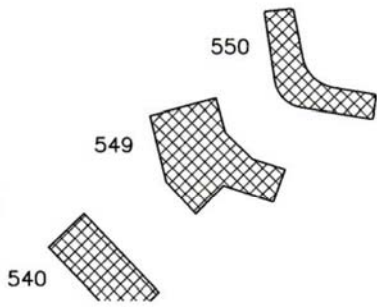
Line	Bearing	Distance
L1	S.47°16'12"E.	19.92'
L2	S.89°34'27"E.	35.70'
L3	N.00°22'18"E.	25.67'
L4	S.89°34'27"E.	36.69'
L5	S.87°43'50"W.	29.73'
L6	S.89°34'27"E.	44.46'



Par K-5B



10 Sept-04



**EXHIBIT "A"**  
**Building 2595**

That certain parcel of land located in the County of Riverside, State of California, and lying in Section 13, Township 3 South, Range 4 West, San Bernardino Meridian, described as follows:

**Commencing** at a brass disk set in the top of curb and stamped "224-5" as shown on a plan entitled "CMF/SERS SURVEY CONTROL POINT LOCATION PLAN" approved by C.L. Allen on 25 October 1991, prepared by the Department of the Army, Sacramento District Corps of Engineers, Sacramento, California; from which a brass disk set in the top of curb and stamped "224-13" as shown on said plan, bears North 00°30'13" West; thence North 09°30'48" West a distance of 2551.45 feet to a 1 inch iron pipe with plastic plug stamped LS 4296; thence South 00°33'02" West a distance of 899.80 feet to the **True Point of Beginning**;

Thence South 89°34'27" East a distance of 227.13 feet;  
Thence South 47°16'12" East a distance of 19.92 feet;  
Thence South 89°34'27" East a distance of 35.70 feet;  
Thence North 0°22'18" East a distance of 25.67 feet;  
Thence South 89°34'27" East a distance of 36.69 feet;  
Thence South 0°22'47" West a distance of 219.00 feet;  
Thence North 87°43'50" East a distance of 29.73 feet;  
Thence North 0°22'47" East a distance of 206.00 feet;  
Thence South 89°34'27" East a distance of 44.46 feet

Thence South 0°33'02" West a distance of 264.27 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 20.00 feet; thence along said curve an arc distance of 31.52 feet through a central angle of 90°17'48";  
Thence North 89°09'10" West a distance of 338.30 feet;  
Thence North 0°33'02" East a distance of 280.85 feet to the **True Point of Beginning**.

Said parcel contains 2.37 Net acres more or less.

Exhibit "B" attached hereto and by this reference made a part hereof.

Note: Distance shown hereon are grid distances. Ground distances may be obtained by multiplying grid distances by the combination factor of 1.00006433.



10 Sept-04

EXHIBIT "B"

Master Lease

LEASE NO: BCA-MAR-13-00-0101

**DEPARTMENT OF THE AIR FORCE  
LEASE OF PROPERTY  
ON FORMER MARCH AIR FORCE BASE, CALIFORNIA**

**THIS LEASE** ("Lease") is made between the Secretary of the Air Force, on behalf of the United States of America ("Government" or "Air Force") and the March Joint Powers Authority, a public entity formed pursuant to the laws of the State of California ("Lessee"). The Government and the Lessee may be referred to jointly as the "Parties," and each separately may be referred to as a "Party."

**Recitals**

A. The Lessee desires to acquire a portion of the lands comprising March Air Force Base ("AFB"), California, and has submitted to the Air Force an Economic Development Conveyance ("EDC") Application for those lands and improvements thereon, together with certain related personal property thereon, pursuant to which the Lessee has outlined a redevelopment plan for the reutilization and development of March AFB.

B. The Air Force, pursuant to its authority under the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, to dispose of the real property and related personal property comprising the former March AFB, has accepted the Lessee's Application for an EDC and has entered into an EDC Agreement with the Lessee of even date (the "EDC Agreement").

C. Upon its compliance with the requirements of Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620), and other legal and policy requirements, the Government intends to convey to the Lessee by one or more quitclaim deeds the property identified in the EDC Agreement, subject to certain reservations, restrictions, conditions and exceptions, and the Lessee has agreed to accept such conveyance or conveyances.

D. Pending such conveyance by deed of the property identified in the EDC Agreement, the Lessee desires to enter into immediate possession of such property and use, operate and maintain it, subject to and in accordance with all of the terms and conditions set out in the EDC Agreement and this Lease.

E. The Secretary of the Air Force is entering into this Lease under the authority contained in 10 U.S.C. § 2667.

F. The Secretary of the Air Force has determined, in accordance with the authority contained 10 U.S.C. § 2667(f), that the surplus property hereby leased would facilitate State and local economic readjustment efforts by providing new opportunities for commercial and industrial redevelopment that will spur job creation and accelerate economic redevelopment, and leasing such property pending its conveyance by deed will be advantageous to the United States and in the public interest.

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G. The Lessee is entering into this Lease under the authority granted to it by the March Joint Powers Agreement, which was originally executed in September, 1993.

**Leased Premises**

**NOW, THEREFORE**, the Secretary of the Air Force, by virtue of the authority conferred by law, for the consideration set out below, hereby leases to the Lessee the premises and property consisting of certain lands with improvements thereon, together with certain related personal property thereon, comprising a portion of the former March AFB and more particularly described in Exhibit A hereto and shown on Exhibit B hereto, (collectively, "Leased Premises"), for use pending its conveyance by deed pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510.

**THIS LEASE** is granted subject to the following conditions:

**Conditions**

**CONDITION 1**

**TERM**

1.1. This Lease shall be for a term of FIFTY (50) years, beginning upon the execution of the Lease by the Parties ("Term Beginning Date") and ending with respect to any part or all of the Leased Premises upon the conveyance and delivery of the deed for that part or all of the Leased Premises to the Authority, or at midnight on the day which is FIFTY (50) years from the Term Beginning Date, whichever first occurs, unless sooner terminated in accordance with the provisions of this Lease. The Lessee is granted an option to extend this Lease for a term of up to FORTY NINE (49) years as to any part of the Leased Premises for which a deed of conveyance has not been executed by the expiration date of the primary term of this Lease.

**CONDITION 2**

**EASEMENTS AND RIGHTS-OF-WAY**

2.1. This Lease is subject to all outstanding easements and rights-of-way for any purpose with respect to the Leased Premises. The holders of such easements and rights-of-way ("outgrants") shall have reasonable rights of ingress and egress over the Leased Premises, consistent with Lessee's right to quiet enjoyment of them under this Lease, in order to carry out the purpose of the outgrant. These rights may also be exercised by workers engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located on the outgrants and by any Federal, State, or local officials engaged in the official inspection thereof.

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2.2. The United States and any successor or successors in interest in or to any property owned or controlled by the Government and not included in the Leased Premises shall have the right of access to and from such property or any portion thereof to the nearest public road or public way along roadways open to public use and the use of the roadways described in Exhibit A, in common with other users of the Leased Premises, and all necessary and convenient rights of access to such roadways from contiguous parcels upon such reasonable terms and conditions as the Lessee may impose.

2.3. The United States and any successor or successors in interest in or to any property owned or controlled by the Government and not included in the Leased Premises shall have the right of access to and from such property or any portion thereof to the nearest public road or public way along roadways open to public use and the use of the roadways described in Exhibit A, in common with other users of the Leased Premises, and all necessary and convenient rights of access to such roadways from contiguous parcels upon such reasonable terms and conditions as the Lessee may impose.

### **CONDITION 3**

#### CONDITION OF LEASED PREMISES

3.1. The Lessee has inspected, knows and accepts the condition and state of repair of the Leased Premises. It is understood and agreed that they are leased in an "as is, where is" condition without any representation or warranty by the Government concerning their condition and without obligation on the part of the Government to make any alterations, repairs or additions. The Government shall not be liable for any latent or patent defects in the Leased Premises. The Lessee acknowledges that the Government has made no representation or warranty concerning the condition and state of repair of the Leased Premises nor any agreement or promise to alter, improve, adapt, or repair them which has not been fully set forth in this Lease.

3.2. Prior to the Term Beginning Date, the following reports will be prepared by the Government and attached as exhibits:

3.2.1. A physical condition report ("PCR") signed by representatives of the Government and the Lessee attached hereto as Exhibit C. The PCR sets forth the agreed physical appearance and condition of the Leased Premises on the Term Beginning Date as determined from a joint inspection of them by the Parties. A videotape of the Leased Premises shall be made by the Parties at the time that they inspect them for use in the preparation of the PCR. The videotape shall be preserved by the Government for the term of this Lease and for a period of one (1) year thereafter.

3.2.2. An environmental condition report ("ECR"), signed by representatives of the Government and the Lessee, attached hereto as Exhibit D. The ECR sets forth those environmental conditions and matters on and affecting the Leased Premises on the Term Beginning Date, as determined from the records and analyses reflected therein.



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3.3. At the expiration or earlier termination of the lease, the following reports will be prepared by the Government and attached as exhibits and made a part of the Lease within ten (10) business days after the expiration of the Lease for that part or all of the Leased Premises conveyed by delivery of a deed therefor to the Lessee, or the Lessee vacates the Leased Premises, as the case may be:

3.3.1. An update of the PCR, signed by representatives of the Government and the Lessee as Exhibit C-1. The update of the PCR will set forth the agreed physical appearance and condition of the Leased Premises on the ending date of the Lease as determined from a joint inspection of them by the Parties.

3.3.2. An update of the ECR, signed by representatives of the Government and the Lessee, as Exhibit D-1. The update of the ECR will set forth those environmental conditions and matters on and affecting the Leased Premises on the ending date of the Lease as determined from the records and analyses reflected therein.

3.4. In the event any information/data in any written report prepared pursuant to the provisions of Conditions 3.2 and 3.3 above ("Condition Report Information/Data") conflicts with any information/data developed and used in connection with the March Air Force Base Federal Facility Agreement identified in Condition 10.9 below ("FFA Information/Data"), the FFA Information/Data will take precedence over the Condition Report Information/Data.

#### **CONDITION 4**

##### RENT

4.1. The Lessee shall pay to the United States nominal cash rent in the amount of ONE DOLLAR (\$1.00) the receipt and sufficiency of which is hereby acknowledged, for the term of the Lease.

4.2. The Lessee shall pay to the Government on demand any sum which may have to be expended after the termination of this Lease in restoring the Leased Premises to the condition required by Condition 9. Compensation in such case shall be made payable to the Treasurer of the United States and forwarded by the Lessee direct to:

**AFBCA/FM  
Chief, Resource Management  
1700 N. Moore St., Suite 2300  
Arlington, VA 22209-2802**

A copy of any payment instrument or transmittal letter shall also be sent to the Air Force Base Conversion Agency ("AFBCA") Operating Location Site Manager, March AFB ("Site Manager").

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4.3. The Lessee also shall provide as consideration protection and maintenance and assume sole operating responsibility for the various portions of the Leased Premises in accordance with the provisions of the Lease.

4.4. Rent and any other payments due under this Lease shall be made promptly when due, without demand, notice, deduction, offset, or counterclaim. Interest at the rate prescribed by the Secretary of the Treasury of the United States shall be payable on any payment required to be made under this Lease that is not paid within ten (10) days after the date on which such payment is due. Interest shall accrue beginning on the day after the payment is due and end on the day payment is received by the Government.

#### **CONDITION 5**

##### OTHER AGREEMENTS

5.1. EDC Agreement. This Lease is entered into pursuant to certain provisions in the EDC Agreement identified above in the Recitals. The EDC Agreement and related documents are attached hereto as Exhibit E and incorporated in this Lease by reference.

5.1.1. In the event of any inconsistency between any provisions of the EDC Agreement and any provisions of the Lease, the provisions of the EDC Agreement will control.

5.1.2. The Parties understand and agree that any termination of the Lease pursuant to Condition 7 below shall not effect or be construed to effect a termination of the EDC Agreement. The EDC Agreement remains in full force and effect until it is terminated or expires pursuant to its terms.

#### **CONDITION 6**

##### USE OF LEASED PREMISES

6.1. The Leased Premises shall be used only for economic development purposes, subject to and in accordance with all of the terms and conditions set out in the EDC Agreement, Final Environmental Impact Statement, and Record of Decision, all identified in Condition 6.2 below. The term "economic development purposes" shall include all uses contemplated within the scope of the Final Environmental Impact Statement, Disposal and Reuse of March Air Force Base, California ("FEIS") and the Record of Decision dated January 28, 2000 (including attachments thereto) ("ROD").

6.2. The Lessee acknowledges that it has read the FEIS and the ROD and understands that the operations described in the FEIS and ROD are the only ones that have been assessed in compliance with the National Environmental Policy Act of 1969 ("NEPA") and, subject to the provisions of Condition 6.1, are the only ones that constitute permitted uses under this Lease. The Lessee agrees that during the term of this Lease, any operation, type and quantity of chemicals used or emissions caused by, employees, vehicle trips, or any other parameter

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contained in the FEIS and ROD (collectively, "FEIS/ROD Parameters") which might have environmental impact or are regulated by Federal or State environmental laws shall not be exceeded. The FEIS and ROD are on file at March AFB. The Site Manager will make copies available, on request.

6.3. Certain related personal property located on the Leased Premises will be conveyed to the Lessee by Bill of Sale executed concurrently with this Lease. The terms of the transfer and conditions imposed upon its use will be fully set forth in the Bill of Sale.

#### **CONDITION 7**

##### DEFAULT AND TERMINATION

7.1. The following shall constitute a default and breach of this Lease by the Lessee: The failure to comply with any provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice thereof by the Government to the Lessee. If, however, the time required to return to compliance exceeds the thirty (30) day period, the Lessee shall not be deemed to be in default if the Lessee within such period shall begin the actions necessary to bring it into compliance with the Lease in accordance with a compliance schedule acceptable to the Government.

7.2. No default or breach shall be deemed to have occurred for any period of time during which the Parties are attempting to resolve a dispute, pursuant to the procedures provided for in Condition 22 in relation to the actions or inaction's which are the subject of the alleged default or breach. If pursuant to dispute resolution, the default or breach is determined to have occurred, the Lessee's period for cure shall not begin until the day after the final decision on the dispute is issued.

7.3. This Lease may be terminated by the Government as provided below in this Condition 7.3. The Lessee hereby waives any claims or suits against the Government arising out of any such termination.

7.3.1. In the event of any default and breach of the Lease by the Lessee, the Director, AFBCA, may terminate this Lease at any time after expiration of the cure period provided for in Condition 7.1 upon written notice of the termination to the Lessee. The termination notice shall be effective as of a day to be specified therein, which shall be at least thirty (30) days after its receipt by the Lessee.

#### **CONDITION 8**

##### TAXES

8.1. The Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Lease may be imposed upon the Lessee with respect to the Leased Premises. The consent of

LEASE NO: BCA-MAR-13-00-0101

Congress to State and local taxation of the Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction, is contained in 10 U.S.C. § 2667(e). Should Congress consent to taxation of the Government's interest in the property, this Lease shall be renegotiated.

#### **CONDITION 9**

##### SURRENDER OF LEASED PREMISES

9.1. The Lessee shall vacate and surrender the Leased Premises to the Government upon any termination of the Lease pursuant to Condition 7. In the event the Lessee is obligated to vacate and surrender the Leased Premises in accordance with Condition 7, the Lessee shall, within ninety (90) days after the effective date of such termination, remove its property from the Leased Premises and restore the Leased Premises to a good order and condition, reasonable wear and tear excepted. If the Lessee shall fail or neglect to remove its property, then, at the option of the Air Force, the property shall either become the property of the United States without compensation therefor, or the Air Force may cause it to be removed and the Leased Premises to be so restored at the expense of the Lessee, and no claim for damages against the United States or its officers, employees or agents shall be created by or made on account of such removal and restoration work. Surrender of such property shall not be deemed to be considered a payment of rent or any other payment due under this Lease.

#### **CONDITION 10**

##### ENVIRONMENTAL PROTECTION

10.1. The Lessee and any sublessee shall comply with all Federal, State, and local laws, regulations, and standards that are or may become applicable to Lessee's activities on the Leased Premises.

10.2. The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits.

10.3. The Lessee and any sublessee shall, to the extent permitted under applicable law, indemnify, save, and hold harmless the Government from any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions by the Lessee (or sublessee), its officers, agents, employees, contractors, or sublessees, or licensees, or the invitees of any of them, giving rise to Government liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. This Condition shall survive the expiration or termination of the Lease, and the Lessee's obligations hereunder shall apply whenever the Government incurs costs or liabilities for the Lessee's actions of the types described in this Condition 10.

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10.4. The Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof.

10.5. Except as provided in Condition 10.6 below, the Government is not responsible for any removal or containment of asbestos. If the Lessee or any sublessee intend to make any Alterations that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated in the Alterations Plan and/or Utility Designs to be submitted to the Site Manager under Condition 17. The asbestos disposal plan will identify the proposed disposal site for the asbestos.

10.6. The Government shall be responsible for the removal or containment of asbestos or asbestos containing material (collectively, "ACM") existing in the Leased Premises on the Term Beginning Date as identified in the ECR attached hereto as Exhibit D, when such ACM is damaged or deteriorated to the extent that it creates a potential source of airborne fibers. Such ACM shall be referred to herein as "damaged or deteriorated." The Government agrees to abate all such existing damaged or deteriorated ACM as provided in this Condition 10.6. The Government may choose the most economical means of abating any such damaged or deteriorated ACM, which may include removal or containment, or a combination of removal and containment. The foregoing Government obligation does not apply to ACM which is not damaged or deteriorated to the extent that it creates a potential source of airborne fibers at the time Lessee takes possession of the Leased Premises and which may become damaged or deteriorated by the Lessee's or sublessee's activities. ACM which later during the period of this Lease becomes damaged or deteriorated through the passage of time, or as a consequence of the Lessee's or sublessee's activities under this Lease, including but not limited to any emergency, will be abated by the Lessee at its sole cost and expense. Notwithstanding Condition 10.5 above, in an emergency, the Lessee will notify the Government as soon as practicable of its emergency ACM responses. The Lessee shall be responsible for monitoring the condition of existing ACM on the Leased Premises for deterioration or damage and accomplishing repairs pursuant to the applicable conditions of this Lease.

10.7 Presence of Asbestos. The EDC Premises are improved with buildings and facilities and equipment that may contain asbestos-containing materials. The Environmental Baseline Survey, a copy of which the Lessee acknowledges having received, discloses the condition and known locations of any asbestos-containing materials.

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**WARNING!**

10.7.1. The EDC Premises contain asbestos-containing materials. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

10.7.2. The Lessee has been invited, urged, and cautioned to inspect the EDC Premises prior to submitting its application for an EDC. More particularly, the Lessee was invited, urged and cautioned to inspect the EDC Premises as to its asbestos content and condition of any environmental conditions relating thereto. The Air Force has assisted the Lessee in obtaining any authorizations which may have been required to carry out any such inspections. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall conditions of all or any portion of the EDC Premises, including, without limitation, any asbestos hazards or concerns. These provisions are subject to the provisions of Condition 10.6. above.

10.7.3. No warranties, either express or implied, are given with regard to the condition of the EDC Premises including, without limitation, whether the EDC Premises do or do not contain asbestos or are or are not safe for a particular purpose. The failure of the Lessee to inspect or to be fully informed as to the condition of all or any portion of the EDC Premises will not constitute grounds for any claim or demand for adjustment or withdrawal by the Lessee from this Agreement or rejection of the Air Force's tender of any deed pursuant hereto.

10.7.4. The Government assumes no liability for damages for personal injury, illness, disability, or death to the Lessee or to the Lessee's successors, assigns, employees, invitees, or any other person subject to the Lessee's control or direction or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the EDC Premises, whether the Lessee, its successors or assigns, has or have properly warned or failed properly to warn the individual(s) injured.

10.7.5. The Lessee further agrees that in its use and occupancy of the EDC Premises it will comply with all applicable Federal, State, interstate, and local laws relating to asbestos.

10.8. Notwithstanding any other provision of the Lease, the Lessee and its sublessees do not assume any liability or responsibility for environmental impacts and damage caused by the Government's use of toxic or hazardous wastes, substances, or materials on any portion of March AFB, including the Leased Premises. The Lessee and its sublessees have no obligation under this Lease to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use of or release of any toxic or hazardous wastes,

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substances, or materials on or from any part of March AFB, including the Leased Premises, prior to the earlier of the first day of Lessee's occupation or use of each such portion of or such building, facility or other improvement on the Leased Premises under any instrument entered into between the Parties or the Term Beginning Date. Further, the Lessee and its sublessees have no obligation under this Lease to undertake environmental response, remediation, or cleanup relating to such use or release.

10.8.1. For the purposes of this Condition, "defense" or "environmental response, remediation, or cleanup" include liability and responsibility for the costs of damage, penalties, legal, and investigative services relating to such use or release. "Occupation" or "use" shall mean any activity or presence (including preparation and construction) in or upon such portion of, or such building, facility, or other improvement on the Leased Premises.

10.8.2. This Condition does not relieve the Lessee and its sublessees of any obligation or liability they might have or acquire with regard to third parties or regulatory authorities by operation of law.

10.8.3. The Air Force recognizes and acknowledges its obligations under Section 330 of the National Defense Authorization Act, 1993, Pub. L. 102-484, as amended, which provides for indemnification of certain transferees of closing defense property.

10.8.4. This Condition 10.8. shall survive the expiration or termination of the Lease.

10.9. The Lessee expressly acknowledges that it fully understands that some or all of the response actions to be undertaken with respect to the FFA or the March AFB Installation Restoration Program ("IRP") may impact Lessee's quiet use and enjoyment of the Leased Premises. The Lessee agrees that notwithstanding any other provision of the Lease, the Government assumes no liability to the Lessee or its sublessees should implementation of the FFA, the March AFB IRP, or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Air Force or the Department of Defense, interfere with the Lessee's or any sublessee's use of the Leased Premises. The Lessee shall have no claim against the United States or any officer, agent, employee or contractor thereof on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the FFA or the March AFB IRP or under this Lease or otherwise.

10.10. The Lessee agrees to comply with the provisions of any health or safety plan in effect under the March AFB IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee and any sublessee or assignee. The Lessee and any sublessees, assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof.

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10.11. The Lessee and any sublessees must comply with all applicable Federal, State, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. The Lessee or its sublessees will not accomplish any treatment, storage, or disposal of hazardous waste unless the Lessee is in possession of a valid permit issued to it under the Resource Conservation and Recovery Act, as amended ("RCRA"). The Lessee shall not treat, store, or dispose of any hazardous waste under, pursuant to, or in reliance upon any permit issued to the United States Air Force. The Lessee shall be liable for any violations of these requirements by its sublessees. The Lessee shall be liable for the cost of proper disposal of any hazardous waste generated by its sublessees in the event of failure by the sublessees to dispose properly of such wastes.

10.12. The Lessee and any sublessees must maintain and make available to the Air Force all records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. The Air Force reserves the right to inspect the facility and Lessee and sublessee records for compliance with Federal, State, local laws, regulations, and other requirements relating to the generation, handling, storage, treatment, and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by the Air Force to appropriate regulatory agencies, as required by applicable law. The Lessee and its sublessees will be liable for the payment of any fines and penalties which may accrue as a result of the actions of Lessee or its sublessees.

10.13. The Lessee shall have a completed and approved plan prior to commencement of operations on the Leased Premises for responding to hazardous waste, fuel, and other chemical spills. Such plan shall comply with all applicable requirements and shall be updated from time to time as may be required to comply with changes in site conditions or applicable requirements and shall be approved by all agencies having regulatory jurisdiction over such plan. The plan shall be independent of Air Force spill prevention and response plans. The Lessee shall not rely on use of March AFB personnel or equipment in execution of its plan. The Lessee shall file a copy of the approved plan and approved amendments thereto with the Site Manager within fifteen (15) days of approval. Notwithstanding the foregoing, should the Government provide any personnel or equipment, whether for initial fire response and/or spill containment or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the Government, conducting timely cleanup actions, the Lessee agrees to reimburse the Government for its costs in accordance with all applicable laws and regulations.

10.14. The Lessee shall strictly comply with the hazardous waste permit requirements under the RCRA or its State equivalent and any other applicable laws, rules, and regulations. The Lessee must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for storage. Government hazardous waste storage facilities will not be available to the Lessee or any sublessee. Any violation of the requirements of this Condition shall be deemed a material breach of this Lease.



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10.15. Air Force accumulation points for hazardous and other wastes will not be used by the Lessee or any sublessee. Neither will the Lessee or sublessee permit its hazardous waste to be commingled with hazardous waste of the Air Force.

10.16. The Lessee shall not discharge or allow the discharge of any dredged or fill material into any waters or wetlands on the Leased Premises except in compliance with Condition 24 and with the express written consent of the Site Manager.

10.17. The Lessee acknowledges receipt under separate cover of the Environmental Baseline Survey ("EBS") for the Leased Premises, dated November 1994.

10.18. Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, the Lessee shall prepare a plan for storage, mixing, and application of pesticides ("Pesticide Management Plan"). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, State, and local pesticide requirements. The Lessee shall store, mix, and apply all pesticides within the Leased Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

10.19. The Lessee shall comply with all requirements of the Federal Water Pollution Control Act, the National Pollutant Discharge Elimination System ("NPDES"), and any applicable State or local requirements. If the Lessee discharges wastewater to a publicly-owned treatment works, the Lessee or its sublessees must submit an application for its discharge ("Pretreatment Permit Application") prior to the start of the Lease. The Lessee or sublessees will be responsible for meeting all applicable wastewater discharge permit standards. The Lessee will not discharge wastewater under the authority of any NPDES permit, pretreatment permit or any other permit issued to March AFB. The Lessee or its sublessees shall make no use of any septic tank installed on March AFB.

10.20. The Lessee must notify the Site Manager of Lessee's intent to possess, store, or use any licensed or licensable source or byproduct materials, as those terms are defined under the Atomic Energy Act and its implementing regulations; of Lessee's intent to possess, use, or store radium; and of Lessee's intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon March AFB. Upon notification, the Site Manager may impose such requirements, including prohibition of possession, use, or storage, as deemed necessary to adequately protect health and the human environment. Thereafter, the Lessee must notify the Site Manager of the presence of all licensed or licensable source or byproduct materials, of the presence of all radium, and of the presence of all equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulation; provided, however, that the Lessee need not make either of the above notifications to the Site Manager with respect to source and byproduct material which is exempt from regulation under the Atomic Energy Act. The Lessee shall not, under any circumstances, use, own, possess or allow the presence of special nuclear material on the Leased Premises.

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10.21. The Lessee further agrees that it shall provide, or shall require its sublessee or licensee to provide the Air Force with prior written notice accompanied by a detailed written description of all proposals for any Alterations (as defined in Condition 18.1) which may impede or impair any activities under the March AFB IRP (or the FFA if applicable) or are to be undertaken in certain areas of the Leased Premises identified as "Areas of Special Notice" on Exhibit F hereto. These Areas of Special Notice consist of either "operable units" (as defined in the National Contingency Plan) or other areas of concern because of the potential for environmental contamination and include buffer areas as shown on Exhibit F. The notice and accompanying written description of said proposals shall be provided to the Air Force sixty (60) days in advance of the commencement of any such Alterations. In addition, Alterations shall not commence until Lessee has complied with the Provisions of Condition 18.3. The detailed written description said proposals shall include a description of the effect such planned work may have with respect to site soil and groundwater conditions and the cleanup efforts contemplated under the March AFB IRP and the FFA. Notwithstanding the preceding three sentences, the Lessee or its sublessees shall be under no obligation to provide advance written notice of any Alterations that will be undertaken totally within any structure located on the Leased Premises, provided that such work will not impede or impair any activities under the March AFB IRP or the FFA. However, any work below the floor of any such structure within any Area of Special Notice that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater or will impede or impair any activities under the March AFB IRP or the FFA will be subject to the sixty (60) day notice requirement imposed by this Condition 10.21.

10.22. The Government acknowledges that March AFB has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA). The Lessee acknowledges that the Government has provided it with a copy of the March AFB Federal Facility Agreement (FFA) entered into by EPA Region , the state of California, and the Air Force and effective on September 1990, and will provide the Lessee with a copy of any amendments thereto. The Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended ("FFA," "Interagency Agreement" or "IAG") and the provisions of this Lease, the terms of the FFA will take precedence. The Lessee further agrees that notwithstanding any other provision of the Lease, the Government assumes no liability to the Lessee or its sublessees or licensees should implementation of the FFA interfere with the Lessee's or any sublessee's or licensee's use of the Leased Premises. The Lessee hereby waives any claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof other than for abatement of rent.

10.23. The Government, EPA and the State of California, and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee and any sublessee, to enter upon the Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provision of the FFA:

10.23.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the March AFB IRP or the FFA;

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10.23.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the March AFB IRP or the FFA;

10.23.3. To conduct any test or survey required by the EPA or relating to the implementation of the FFA or environmental conditions at the Leased Premises or to verify any data submitted to the EPA or by the Government relating to such conditions;

10.23.4. To conduct, operate, maintain or undertake any other response or remedial action as required or necessary under the March AFB IRP or the FFA, including, but not limited to, monitoring wells, pumping wells and treatment facilities.

10.24. Presence of Lead-based Paint.

10.24.1. The Lessee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978; the receipt of available records and reports; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35 Subpart H and 40 C.F.R. Part 745 Subpart F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement attached as Exhibit C to this Lease Agreement.

10.24.2. The Lessee will sign the appropriate Title X Lead-Based Paint Disclosure Statement attached as Exhibit C prior to the transfer of possession or lease of any affected realty under this Lease Agreement.

10.24.3. Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

10.24.4. The Lessee agrees, that in any improvements on the EDC Premises defined as target housing by Title X and constructed prior to 1960, lead-based paint hazards will be abated by a certified contractor in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X).

10.24.5. The Lessee further agrees that in its use and occupancy of the EDC Premises, it will comply with Title X and all applicable Federal, State, and local laws relating to lead-based paint; and that the Air Force assumes no liability for damages for personal injury, illness, disability, or death, to the Lessee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the property described herein, whether the Lessee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

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10.24.6. Destruction or Off-site Use of Military Family Housing Units. If the housing units on the EDC Premises are razed, the Lessee will certify to the Air Force the destruction of such units, and that the Lessee has or shall treat any such lead-based paint or asbestos containing materials therein, in accordance with all applicable laws and regulations governing the disposal of such lead-based paint and asbestos containing materials. If the housing units are used as residential dwellings off-site, the Lessee shall certify to the Air Force its compliance with respect to all laws and regulations, and any further requirements contained herein with respect to asbestos and lead-based paint prior to occupancy of these housing units. The certification required hereunder shall consist of an inspection by a qualified licensed inspector who shall validate that the housing unit can be inhabited without posing a threat to human health or the environment, and that any asbestos or lead-based paint which has been abated as required by law or the EDC Agreement with respect to Title X has been disposed of properly.

10.25. Protection of Wetlands, Floodplains, and Endangered Species.

10.25.1. Certain portions of the EDC Premises are jurisdictional "wetlands," as determined by the United States Army Corps of Engineers or the U.S. Environmental Protection Agency. All construction on those portions of the EDC Premises must comply with Department of the Army WETLAND CONSTRUCTION RESTRICTIONS contained in Title 33, Code of Federal Regulations, Sections 320 through 330, as amended, and any other applicable Federal, State, interstate or local wetlands regulations. A map of areas containing wetlands within the EDC Premises is included herein as Exhibit F.

10.25.2. The Lessee covenants and agrees, on behalf of itself, its successors and assigns, that in their use and occupancy of the Property they will comply with all Federal, State, and local laws pertaining to activities within floodplains with respect to the property herein described in Exhibit F, attached hereto. In addition, the Lessee covenants and agrees, on behalf of itself, its successors and assigns that it shall not construct any structures within the floodplain for either residential or commercial habitation.

**CONDITION 11**

MAINTENANCE OF LEASED PREMISES

11.1. The Lessee, at no expense to the Government, shall at all times protect, preserve, and maintain (or require its sublessees to maintain) the Leased Premises (or applicable subleased premises), including any improvements and Government-owned personal property located thereon, in good order and condition, and exercise due diligence in protecting the Leased Premises against damage or destruction by fire and other causes, subject to the applicable provisions of Conditions 4, 10, 15, 17, and 24. The Lessee shall comply (and require its sublessees to comply) with the provisions of Conditions 10, 17, and 24 in conducting any maintenance activities required to be performed hereunder.

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**CONDITION 12**

DAMAGE TO GOVERNMENT PROPERTY

12.1. Any real or personal property of the United States (other than property described in Exhibit A) damaged or destroyed by the Lessee incident to the Lessee's use and occupation of the Leased Premises shall be promptly repaired or replaced by the Lessee to the satisfaction of the Site Manager. In lieu of such repair or replacement, the Lessee shall, if so required by the Site Manager, pay to the United States money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property.

**CONDITION 13**

ACCESS AND INSPECTION

13.1. Any agency of the United States, its officers, agents, employees, and contractors, may enter upon the Leased Premises, at all times for any purposes not inconsistent with Lessee's quiet use and enjoyment of them under this Lease, including but not limited to the purpose of inspection. The Government normally will enter the Leased Premises during regular business hours and give the Lessee or sublessee at least twenty-four (24) hours prior notice of its intention to do so, unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof.

**CONDITION 14**

GENERAL INDEMNIFICATION BY LESSEE

14.1. The United States shall not be responsible for damages to property or injuries or death to persons which may arise from or be attributable or incident to the condition or state or repair of the Leased Premises, or the use and occupation of them, or for damages to the property of the Lessee, or for damages to the property or injuries or death to the person of the Lessee's officers, agents, servants, or employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them.

14.2. The Lessee agrees to assume all risks of loss or damage to property and injury, or death to persons by reason of or incident to the possession and/or use of the Leased Premises, or the activities conducted by the Lessee under this Lease. The Lessee expressly waives all claims against the Government for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Leased Premises or the conduct of activities or the performance of responsibilities under this Lease. The Lessee further agrees to the extent permitted by applicable law to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal

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injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of the Leased Premises or any activities conducted or services furnished in connection with or pursuant to this Lease. The agreements contained in the preceding sentence do not extend to claims for damages caused by the gross negligence or willful misconduct of officers, agents or employees of the United States, without contributory fault on the part of any person, firm or corporation. The Government will give the Lessee notice of any claim against it covered by this indemnity as soon after learning of it as practicable.

#### CONDITION 15

##### INSURANCE

15.1. The Lessee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Leased Premises, including any buildings, improvements, fixtures or other property thereon, arising from any causes whatsoever, with or without fault by the Government.

15.2. During the entire period this Lease shall be in effect, the Lessee, at no expense to the Government, will carry and maintain:

15.2.1. Property insurance coverage against loss or damage by fire and lightning and against loss or damage or other risks embraced by coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, and malicious mischief and earthquake) in an amount not less than One Hundred Percent (100%) of the full replacement value of the buildings, building improvements, improvements to the land, and personal property on the Leased Premises. The policies of insurance carried in accordance with this Condition shall contain a "Replacement Cost Endorsement." Such full replacement cost shall be determined from time to time, upon the written request of the Government or the Lessee, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Leased Premises undertaken by the Lessee or any sublessee as permitted under the provisions of the Lease).

15.2.2. Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death, or property damage, occurring upon, in or about the Leased Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at the time of the Term Beginning Date, and at all times during the term of this Lease, with limits of liability in amounts approved from time to time by the Government, but not less than TEN MILLION DOLLARS (\$10,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than THREE MILLION DOLLARS (\$3,000,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of any sublessee or any other person or organization, or involving any owned, non-owned, leased or hired automotive equipment in connection with the Lessee's activities.

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15.2.3. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

15.3. During the entire period this Lease shall be in effect, the Lessee or any sublessee shall either carry and maintain the insurance required below at its expense or require any contractor performing work on the Leased Premises to carry and maintain at no expense to the Government:

15.3.1. The broad form of extended coverage insurance provided for in subparagraph 15.2.1 above shall be maintained for the limits specified thereunder and shall provide coverage for the mutual benefit of the Government and the Lessee as additional insureds in connection with any construction or work permitted pursuant to this Lease;

15.3.2. Fire and any other applicable insurance provided for in this Condition 15 which, if not then covered under the provisions of existing policies, shall be covered by special endorsement thereto in respect to any Alterations (as defined below in Condition 17), including all materials and equipment therefor incorporated in, on or about the Leased Premises (including excavations, foundations, and footings) under a broad form all risks builder's risk completed value form or equivalent thereof; and

15.3.3. Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government, the Lessee or the Leased Premises in form and amounts required by law.

15.4. All policies of insurance which this Lease requires the Lessee (or any sublessee) to carry and maintain or cause to be carried or maintained pursuant to this Condition 15 shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Lease, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of the Government and the Lessee and, if applicable, any sublessees as additional insureds as well as any mortgagee to the extent allowed under this Lease. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the Government or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; provide that the insurer shall have no right of subrogation against the Government; and be reasonably satisfactory to the Government in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action which the Lessee may have against the Government. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective upon ten (10) days' written notice to the Government. The Lessee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Lessee or any sublessee or licensee under this Condition 15 will constitute a failure to comply with the terms of the Lease, and the Government shall have the right to terminate the Lease pursuant to Condition 7 upon

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receipt of any such cancellation notice, but only if the Lessee fails to cure such noncompliance to the extent allowed under Condition 7.

15.5. The Lessee shall deliver or cause to be delivered upon execution of this Lease (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Condition 15) to the Government a certificate of insurance evidencing the insurance required by this Lease.

15.6. In the event that any item or part of the Leased Premises (other than Alterations or other improvements made or authorized by the Lessee subsequent to the Term Beginning Date ("Lessee Improvements")) shall be damaged or destroyed, the risk of which is assumed by the Lessee under Condition 15.1 above ("Damaged or Destroyed Property"), the Lessee shall promptly give notice thereof to the Government. The Lessee shall have the election to either repair and restore the Damaged or Destroyed Property or continue to occupy the same without any obligation to repair or replace such damage other than repairs that may be required for safety reasons.

15.6.1 In the event the Lessee elects not to repair and restore the Damaged or Destroyed Property, all applicable insurance proceeds relative to the Damaged or Destroyed Property shall be applied first to removing any debris from and restoring the damaged area to a reasonably clean condition. Any remaining balance of the proceeds may be retained by the Lessee, subject to Condition 28.

15.6.2. In the event the Lessee shall elect to repair and restore the Damaged or Destroyed Property, it shall provide written notice of such election to the Government within ninety-five (95) days after the occurrence of such damage or destruction and thereafter shall promptly repair and restore the Damaged or Destroyed Property as nearly as possible to the condition which existed immediately prior to such less or damage, subject to Condition 9 above.

15.6.3. All repair and restoration work under this Condition 15.6 (including any performed for Lessee Improvements) shall comply with the provisions of Conditions 10, 17, and 24 applicable to Alterations and any other work subject to the notice and approval requirements imposed by Conditions 10.16 and 17.3.

15.7. Notwithstanding any other provision of this Lease, the Lessee may self-insure any risk for which insurance is required under this Lease; provided, however, that if Lessee's statutory limits of liability or other impediments to the assumption of liability are less than limits of insurance required in this Condition 15, the Lessee or any sublessee shall obtain commercial coverage which is sufficient in amount and nature to satisfy the insurance requirements of this Condition 15, when added to any such self-insurance. If the Lessee elects to self-insure, the Lessee shall so notify the Government and shall provide a certificate of self-insurance setting forth the limitations and impediments, if any, to which the Lessee's self-insurance is subject. If commercial insurance is required for any purpose, the provisions of Condition 15.2.2., above, shall apply; however, the total amount of commercial insurance and self-insurance shall meet the dollar limitations provided therein.



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#### **CONDITION 16**

##### COMPLIANCE WITH APPLICABLE LAWS

16.1. The Lessee shall at all times during the existence of this Lease promptly observe and comply, at its sole cost and expense, with the provisions of all applicable Federal, State, and local laws, regulations, and standards, and in particular those provisions concerning the protection of the environment and pollution control and abatement and occupational safety and health.

16.2. The Lessee shall comply with all applicable State and local laws, ordinances, and regulations with regard to construction, sanitation, licenses, or permits to do business, and all other matters. The Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

16.3. Nothing in this Lease shall be construed to constitute a waiver of Federal Supremacy or Federal or State sovereign immunity.

16.4. Responsibility for compliance as specified in this Condition 16 rests exclusively with the Lessee, or with respect to any subleased premises with the appropriate sublessee. The Department of the Air Force assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority. The Lessee or appropriate sublessee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to Lessee's or any sublessee's or licensee's use of the Leased Premises.

16.5. The Lessee or its sublessees or licensees shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in this Condition. The Air Force shall not be required to join in or assist the Lessee or its sublessees or licensees in any such proceedings.

#### **CONDITION 17**

##### CONSTRUCTION AND ALTERATIONS

17.1. The Lessee shall have the right to develop (or allow the development of) undeveloped or underdeveloped areas of the Leased Premises; to otherwise alter (or allow the alteration of) all or any portion of the Leased Premises; and to place, construct or demolish (or cause or allow to be placed, constructed or demolished) any improvements, structures, alterations or additions or other changes in, to or upon the Leased Premises, subject to Conditions 10, 17, and 24. (All of the activities in the preceding sentence shall be referred to cumulatively as "Alterations.")

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17.2. The Lessee shall make (or shall require its sublessees to make) all Alterations in compliance with all applicable governmental laws, regulations, codes, standards or other requirements and the provisions of Conditions 10, 17, and 24 of the Lease. This obligation shall include compliance with all applicable provisions of the FFA.

17.3. The Lessee shall not construct or make, or permit its sublessees to construct or make, any Alterations which may impede or impair any activities under the March AFB IRP or the FFA or are to be undertaken in Areas of Special Notice (as defined in Condition 10) without the prior written consent of the Air Force. Requests for such consent require review by the Director, AFBCA, and will be forwarded promptly by the Site Manager through channels with the pertinent supporting documentation and his or her comments. Such consent may provide that such approved Alterations shall become Government property when annexed to the Leased Premises. Plans and specifications shall be submitted in accordance with the provisions of Condition 10. Any additional information needed by the Air Force to complete its review will be provided promptly by the Lessee upon receipt of any such Air Force request. The Air Force review process for any proposed Alterations shall be completed within sixty (60) days of the receipt of plans and specifications. In the event that problems are detected during review, immediate notice shall be provided by telephone to the Lessee or its representative designated in writing for the purpose. Approval will not be unreasonably withheld.

17.4. Title to Alterations or such additions or improvements or alterations shall vest in the Lessee (or sublessee as applicable), except as otherwise provided for in Condition 17.3 above, and shall be subject to the provisions of Condition 9 and all other terms and conditions of this Lease. The Lessee agrees to the extent permitted by State law to hold the United States harmless from mechanics' and material men's liens arising from any additions, improvements, or alterations effected by the Lessee.

17.5. All Alterations, other construction and construction-related work, excavating, demolition, and restoration performed by the Lessee (or permitted to be performed by a sublessee) shall be without cost to the Air Force.

17.6. All Alterations, other construction and construction-related work, excavating, demolition and restoration performed by the Lessee (or permitted to be performed by a sublessee) shall be consistent with the applicable requirements of Conditions 10, 16, 17, and 24 and the March AFB IRP and the FFA. For purposes of this Condition 17.6, the term "construction and construction-related work" shall include without limitation repairs, maintenance, alterations and additions.

17.7. The Lessee shall maintain MYLAR as-built drawings (or their equivalent) when any Alteration authorized hereunder is completed.

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**CONDITION 18**

UTILITIES AND SERVICES

18.1. The Lessee will be responsible for, and will require its sublessees to be responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Leased Premises (or subleased premises) without cost to the Government. Utility services will be provided through meters, if possible. The Lessee will (or will cause its sublessees to) purchase, install, and maintain all such meters at its (or their) own cost and without cost and expense to the Government. The Lessee will pay the charges for any utilities and services furnished by the Government which the Lessee may require in connection with its use of the Leased Premises. The charges and the method of payment for each utility or service will be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish. It is expressly understood and agreed that the Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to the Lessee.

18.2. Any purchase from the Government of utility services are subject to Conditions 18.2.1 and 18.2.2 below.

18.2.1. The sale of any utility service by the Government will be in accordance with 10 U.S.C. § 2481 and Air Force Instruction 32-1061, as it may be amended from time to time or any successor regulation or instruction.

18.2.2. The Lessee agrees to enter into a separate contract for each utility service procured under this Condition 18 at rates to be specified in each contract.

**CONDITION 19**

NOTICES

19.1. Whenever the Government or the Lessee shall desire to give or serve upon the other any notice, demand, order, direction, determination, requirement, consent or approval, request or other communication with respect to this Lease or with respect to the Leased Premises, each such notice, demand, order, direction, determination, requirement, consent or approval, request or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the Party or Parties to whom such notice, demand, order, direction, determination, requirement, consent or approval, request or other communication is directed or by mailing the same, in duplicate, to such Party or Parties by certified mail, postage prepaid, return receipt requested, addressed as follows:

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If to the Lessee:

March Joint Powers Authority  
Attn: Mr. Steve Albright, Executive Director  
P. O. Box 7480  
Moreno Valley, CA 92552

If to the Government:

AFBCA/DD March  
Attn: Mr. William Collins, Regional Site Manager  
3430 Bundy Avenue, Building 3408  
March AFB, CA 92518-1504

or at such other address or addresses as the Government or the Lessee may from time to time designate by notice given by certified mail.

19.2. Every notice, demand, order, direction, determination, requirement, consent or approval, request or communication hereunder sent by mail shall be deemed to have been given or served as of the second business day following the date of such mailing.

## **CONDITION 20**

### ASSIGNMENTS, SUBLEASES AND LICENSES

20.1. The Lessee shall neither transfer nor assign this Lease.

20.2. The Lessee may enter into any sublease or license or otherwise authorize the use of any portion of the Leased Premises (collectively, "Use Authorization"), subject to the provisions of subparagraphs 20.2.1, 20.2.2, and 20.2.3 below.

20.2.1. The use of the premises associated with any "Use Authorization" must be allowable under Condition 6.

20.2.2. Any Use Authorization granted by the Lessee shall comply (or in the case of a transaction by a sublessee, licensee or other authorized user (collectively, "Authorized User"), shall be required to comply with the provisions of Conditions 10, 17, and 24; be consistent with all other terms and conditions of the Lease and the EDC Agreement; and terminate immediately upon the expiration or any earlier termination of the Lease with respect to the subleased, licensed or other authorized use area (collectively "Authorized Use Area").

20.2.3. In the event of any conflict between any provisions of the Use Authorization and any provisions of the Lease, the provisions of the Lease will control. In the event of any conflict between any provisions of the Use Authorization and any provisions of the

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EDC Agreement, the provisions of the EDC Agreement will control. Copies of the Lease and the EDC Agreement must be attached to the Use Authorization instrument.

20.3. Unless otherwise expressly agreed to by the Government in writing, no Use Authorization shall relieve the Lessee of any of its obligations under the Lease.

20.4. The Lessee further agrees that, in the event of any permitted assignment of this Lease or sublease of the Leased Premises, it shall provide to the U.S. Environmental Protection Agency (EPA) and by certified mail a copy of the agreement or sublease of the Leased Premises (as the case may be), within fourteen (14) days after the effective date of such transaction. The Lessee may delete the financial terms and any other proprietary information from the copy of any assignment or sublease furnished pursuant to this Condition.

#### CONDITION 21

##### HISTORIC PROPERTY

21.1. The Lessee hereby covenants on behalf of itself, its successors and assigns, to preserve and maintain the portion of March AFB located within the Leased Premises, in Riverside County, State of California, more particularly described in Exhibit A and shown on Exhibit B, ("Historic Area"), in a manner that preserves the overall character of the Historic Area, in accordance with the recommended approaches in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, in order to preserve and enhance those qualities that make the Historic Area eligible for inclusion in the National Register of Historic Places. This covenant shall be a binding servitude upon Historic Area and shall remain in effect for the duration of the Lease. This covenant is binding on the Lessee, its successors and assigns during the existence of the Lease. The restrictions, stipulations and covenants contained herein shall be inserted by Lessee, its successors and assigns, verbatim or by express reference in any sublease or license or any other legal instrument by which it divests itself of any interest in the Historic Area, or any part thereof.

21.2. No Alterations, other construction and construction-related work, demolition, excavating, or other disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the Historic Area that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the California State Historic Preservation Officer ("California SHPO"). Should the California SHPO object to the proposed treatment within thirty (30) days of receiving the request and cannot resolve the differences, Lessee shall request the Advisory Council on Historic Preservation ("Council") to resolve the dispute. The Council will provide comments within fifteen (15) days of receiving the request from the Lessee. The Lessee shall consider the Council's comments in reaching its decision on the treatment. The Lessee will report its decision to the Council, and if practicable, it will do so prior to initiating the treatment.

21.3. Upon acquisition of any standing historic structure, the Lessee will take prompt action to secure all of them from the elements, vandalism, or arson and will make any emergency

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stabilization. The Lessee will, to the extent practicable, make every effort to retain or reuse the historic structures.

21.4. Should any archeological site be discovered during any project activities, Lessee will stop work promptly and obtain the comments of the California SHPO regarding appropriate treatment of the site. The final mitigation plan shall be approved by the California SHPO.

21.5. The Lessee will allow the California SHPO or his or her designee, at all reasonable times and upon reasonable advance notice to the Lessee, to inspect the Historic Area in order to ascertain whether the Lessees complying with the conditions of this preservation covenant.

21.6. The Lessee will provide the California SHPO and the Council with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the term beginning date. Similar reports will be submitted to the California SHPO and the Council each January thereafter until the reuse plan has been completed.

21.7. Failure of the California SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the California SHPO of any other right or remedy or the invocation of such right or remedy at any other time.

21.8. The Lessee may, with the prior written approval of the California SHPO, modify for good cause any or all of the foregoing restrictions. Prior to such action, the Lessee will notify the Council of the proposed modification and allow them thirty (30) days to comment.

## **CONDITION 22**

### DISPUTES

22.1. Except as otherwise provided in this Lease, any dispute concerning a question of fact arising under this Lease which is not disposed of by agreement shall be decided by the Site Manager. The Site Manager shall reduce the decision to writing and mail or otherwise furnish a copy to the Lessee. The decision of the Site Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the Site Manager a written appeal addressed to the Secretary of the Air Force. The decision of the Secretary or his or her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Condition, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the Lease in accordance with the decision of the Site Manager.

22.2. In the alternative, before proceeding under Condition 22.1 above, either Party may choose to submit the dispute to arbitration pursuant to the Administrative Disputes Resolution Act, 5 U.S.C. §§ 571-583, as amended (the "Act"), by giving written notice to the other Party.

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22.2.1. Within fifteen (15) days following receipt of notice, the receiving Party shall submit to the other Party the names of three arbitrators, experienced in the field of the matter of dispute, selected from a roster maintained by the Federal Mediation and Conciliation Service or any comparable organization. The initiating Party will then have fifteen (15) days to select one of the three arbitrators and provide notice to the receiving Party of the selected arbitrator. The initiating Party will promptly notify the arbitrator of the selection and arrange for his or her employment jointly by the Parties.

22.2.2. The arbitrator will arbitrate the dispute according to the Act and any rules of the American Arbitration Association not in conflict with the Act or any other Federal statute. To the extent that any award of the arbitrator shall be exclusively monetary, and shall exceed \$500,000, the Parties may either use the award as a basis for settlement negotiations, or either Party may litigate the excess amount above \$500,000 through the appropriate civil process. To the extent that a decision of the arbitrator is non-monetary in nature, the arbitrator shall not be limited in the range of possible outcomes. The arbitrator will convene the arbitration hearing within fifteen (15) days after being hired and render a decision within thirty (30) days after the hearing unless both Parties agree to an extension of time. The Government and the Lessee agree to share the costs of the arbitrator equally, subject to the availability to the Government of appropriated funds.

22.2.3. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the Lease in accordance with the decision of the Site Manager.

22.2.4. Pursuant to Pub. L. No. 104-320 of October 19, 1996, the previous authority of a Federal agency to use dispute resolution proceedings has been repealed, and such authority has been reenacted, in modified form, to continue to authorize alternative dispute resolution by Federal agencies. If the Act, as continued and amended, shall be further extended or reenacted in modified form, then the provisions of this Lease shall be deemed to be modified to be consistent with any such amended procedures.

22.3. This Condition does not preclude consideration of questions of law in connection with decisions provided for in Condition 22.1 and 22.2 above. Nothing in this Condition, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

### **CONDITION 23**

#### GENERAL PROVISIONS

23.1. Covenant against Contingent Fees. The Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon and agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall

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have the right to annul this Lease without liability or in its discretion to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

23.2. Officials Not to Benefit. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

23.3. Nondiscrimination. The Lessee shall use the Leased Premises in a nondiscriminatory manner to the end that no person shall, on the ground of race, color, religion, sex, age, handicap or national origin, be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

23.3.1. As used in this Condition, the term "facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Lease.

23.3.2. The Lessee agrees not to discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or refusing to furnish, to such person the use of any facility, including all services, privileges, accommodations, and activities provided on the Leased Premises. This does not require the furnishing to the general public the use of any facility customarily furnished by the Lessee solely to tenants or to Air Force military and civilian personnel, and the guests and invitees of any of them.

23.4. Gratuities. The Government may, by written notice to the Lessee, terminate this Lease if it is found after notice and hearing, by the Secretary of the Air Force, or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Lessee, or any agent or representative of the Lessee, to any officer or employee of the Government with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; provided that the existence of the facts upon which the Secretary of the Air Force or his/her duly authorized representative makes such finding, shall be an issue and may be reviewed in any competent court. In the event this Lease is so terminated, the Government shall be entitled to pursue the same remedies against the Lessee as it could pursue in the event of a breach of the Lease by the Lessee, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount as determined by the Secretary of the Air Force or his/her duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessee in providing any such gratuities to any such officer to employee. The rights and remedies of the Government provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.



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23.5. No Joint Venture. Nothing contained in this Lease will make, or will be construed to make, the Parties hereto partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Lessee is that of landlord and tenant. Neither will anything in this Lease render, or be construed to render, either of the Parties hereto liable to any third Party for debts or obligations of the other Party hereto.

23.6. Records and Books of Account. The Lessee agrees that the Comptroller General of the United States or the Auditor General of the United States or the Auditor General of the United States Air Force or any of their duly authorized representatives shall, until the expiration of three (3) years after the expiration or earlier termination of this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessee involving transactions related to this Lease. The Lessee further agrees that any sublease of the Leased Premises (or any part thereof) will contain a provision to the effect that the Comptroller General of the United States or the Auditor General of the United States Air Force or any of their duly authorized representatives shall, until three (3) years after the expiration or earlier termination of this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the sublessee involving transactions related to the sublease.

23.7. Failure of Government to Insist on Compliance. The failure of the United States to insist in any one or more instances, upon strict performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or a relinquishment of the Government's rights to the future performance of any such terms, covenants or conditions, but the obligations of the Lessee with respect to such future performance shall continue in full force and effect.

23.8. Headings or Titles. The brief headings or titles preceding each condition are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Lease.

23.9. Counterparts. This Lease is executed in two (2) counterparts each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

23.10. Personal Pronouns. All personal pronouns used in the Lease, whether used in the masculine, feminine or neuter gender, will include all other genders.

23.11. Entire Agreement. It is expressly agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Leased Premises by the Lessee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed each of the Parties hereto.

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**CONDITION 24**

RESTRICTIONS ON USE OF LEASED PREMISES

24.1. The Lessee shall not install (or permit its sublessees to install) any new drinking water or other wells in any location on the Leased Premises without the prior written approval of the Air Force.

24.2. The Lessee shall not conduct (or permit its sublessees to conduct) any subsurface excavating, digging, drilling, or other disturbance of the surface in Areas of Special Notice as shown on Exhibit F hereto without the provision of notice to and prior written approval of the Air Force in accordance with Condition 17. Requests for such approval will be made in accordance with Condition 17. Exhibit F may be updated from time to time as appropriate. The Lessee will be provided a copy of the updated Exhibit F promptly after completion of each update.

24.3. Prior to beginning any Alterations, other construction or construction-related work, excavating, demolition, or restoration, the Lessee shall determine (or require any sublessee to determine) whether asbestos is present.

24.4. The Lessee shall not occupy or conduct (or permit its sublessees to occupy or conduct) any activities in any facility or portion thereof as described in Condition 6 if such facility or facilities which, at the inception of this Lease, contain damaged or deteriorated ACM, as that term is defined in Condition 10.6 of this Lease, until such time as any damaged or deteriorated ACM existing in them has been remediated in accordance with Conditions 10.5 and 10.6.

**CONDITION 25**

GOVERNMENT REPRESENTATIVES AND THEIR SUCCESSORS

25.1. The Site Manager has been duly authorized to enter into and amend the Operating Agreement identified in Condition 5 above and to administer this Lease.

25.2. Except as otherwise specifically provided, any reference herein to the Site Manager shall include the Site Manager's duly appointed successors and authorized representatives.

**CONDITION 26**

AMENDMENTS

26.1. This Lease may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties hereto.

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Amendments to the Lease executed on behalf of the Air Force must be signed at the level of Director, AFBCA or higher.

**CONDITION 27**

TRANSACTION SPECIFIC PROVISIONS

**CONDITION 28**

LIENS AND MORTGAGES

28.1. Except as provided in this Condition 28, the Lessee shall not engage in any financing or other transaction creating any mortgage upon the Leased Premises; place or suffer to be placed upon the Leased Premises any lien or other encumbrance; or suffer any levy or attachment to be made on the Lessee's interest in the Leased Premises, other than such levy or attachment as may result from a foreclosure of a mortgage on any portion of the Leased Premises subject to a sublease. Any such mortgage, encumbrance, or lien shall be deemed to be a violation of this Condition constitute a failure to comply with the terms of the Lease on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

28.2. During the term of this Lease, the Lessee may authorize a sublessee to encumber its interest in the subleased premises by way of one or more loans secured by a mortgage to provide financing for the cost of capital improvements or other development of the subleased premises, subject to Condition 28.3 below. The proposed holder of any mortgage must be approved by the Lessee prior to the execution of such loan. Any loan with respect to subleased premises may be further secured by a conditional assignment of the applicable sublease by the sublessee to the mortgagee. The Government agrees to execute an Estoppel Certificate and any other similar documentation as may reasonably be required by the mortgagee so as to give its consent to the conditional assignment of the sublease and to certify as to the status of this Lease and to the performance of the Lessee hereunder as of the date of such certification.

28.3. No mortgage shall extend to or affect the fee, the reversionary interest or the estate of the Government in the Leased Premises. No mortgage shall be binding upon the Government in the enforcement of its rights and remedies under the Lease and by law provided, unless, and until a copy thereof shall have been delivered to the Government and such mortgage is authorized in accordance with the provisions of this Condition 28.

28.4. Promptly after authorizing a sublessee to assign or encumber any subleased premises, the Lessee shall require its sublessee to furnish the Government a written notice setting forth the name and address of such mortgagee. Further, the Lessee shall require its sublessee to notify the Government promptly of any lien or encumbrance which has been created or attached to the sublessee's interest in the subleased premises whether by act of the sublessee or otherwise, of which the Lessee or sublessee has notice.

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28.5. If a mortgagee or purchaser at foreclosure of the mortgage shall acquire the sublessee's interest in the subleased premises, by virtue of the default by the sublessee under the mortgage or otherwise, the applicable sublease shall continue in full force and effect so long as the mortgagee or purchaser at foreclosure is not in default thereunder. The mortgagee or purchaser at foreclosure may not appoint an agent or nominee to operate and manage any portion of the subleased premises on its behalf without first obtaining the written approval of the Lessee. Such approval shall require a determination by the Lessee that the proposed agent or nominee has demonstrated experience or expertise in the development, management, and operation of facilities similar to the subleased premises. For the period of time during which the mortgagee or any purchaser at foreclosure of a mortgage holds the sublessee's interest in the subleased premises, the mortgagee or such purchaser shall become liable and fully bound by the provisions of the applicable sublease.

28.6. With respect to the mortgagees of the subleased premises, the Government agrees that the following shall apply:

28.6.1. If requested by a mortgagee which shall have duly registered in writing with the Government its name and address, any notice from the Government to the Lessee affecting the subleased premises shall be simultaneously delivered to the applicable sublessee and such mortgagee at its registered address, and in the event of any such registration, no notice of default or termination of this Lease affecting the subleased premises given by the Government to the Lessee shall be deemed legally effective until and unless like notice shall have been given by the Government to such sublessee and mortgagee.

28.6.2. Such mortgagee entitled to such notice shall have any and all rights of the sublessee with respect to the curing of any default hereunder by the Lessee.

28.6.3. The Government will not enter into any material modification of this Lease affecting the subleased premises without the prior written consent thereto of each mortgagee who shall become entitled to notice as provided in Condition 28.4 above. The foregoing shall not apply or be construed to apply to any right the Government may have to terminate this Lease pursuant to its terms. It is also agreed that the Lessee shall require the sublessee to provide any such mortgagee with notice of any proposed modification.

28.6.4. If the Government shall elect to terminate this Lease by reason of any default by the Lessee with respect to the subleased premises, the mortgagee that shall have become entitled to notice as provided in this Condition 28.6 shall not only have any and all rights of the sublessee with respect to curing of any default with respect to the subleased premises, but also shall have the right to postpone and extend the specified date for the termination of this Lease ("Mortgagee's Right to Postpone") in any notice of termination by the Government to the Lessee ("Termination Notice"), subject to the following conditions:

28.6.4.1. Such mortgagee shall give the Government written notice of the exercise of the Mortgagee's Right to Postpone prior to the date of termination specified by

LEASE NO: BCA-MAR-13-00-0101

the Government in the Termination Notice and simultaneously pay to the Government all amounts required to cure all defaults then existing (as of date of the exercise of Mortgagee's Right to Postpone) which may be cured by the payment of a sum of money.

28.6.4.2. Such mortgagee shall pay any sums and charges which may be due and owing by the Lessee and promptly undertake to cure, diligently prosecute and, as soon as reasonably possible, complete the curing all defaults of the Lessee and sublessee with respect to the subleased premises which is susceptible of being cured by such mortgagee.

28.6.4.3. The Mortgagee's Right to Postpone shall extend the date for the termination of this Lease specified in the Termination Notice for a period of not more than six (6) months.

28.6.4.4. If, before the date specified for the termination of this Lease as extended by such mortgagee's exercise of Mortgagee's Right to Postpone, the assumption of performance and observance of the covenants and conditions herein contained on the Lessee's part to be performed under the Lease with respect to the subleased premises shall be delivered to the Government by the mortgagee, or its nominee and the mortgagee shall have complied with all obligations on the Lessee's and sublessee's part to be performed with respect to the subleased premises under the Lease and no further defaults with respect to the subleased premises shall have occurred which shall not have been cured within the periods of time after notice above provided for; then and in such event, all defaults under this Lease with respect to the subleased premises shall be deemed to have been cured, and the Government's Termination Notice shall be deemed to have been withdrawn.

28.6.4.5. Nothing herein contained shall be deemed to impose any obligation on the part of the Government to deliver physical possession of the Leased Premises to such holder of a mortgage.

28.6.4.6. If more than one mortgagee shall seek to exercise any of the rights provided for in this Condition 28.6, the holder of the mortgage having priority of lien over the other mortgagees shall be entitled, as against the others, to exercise such rights. Should a dispute arise among mortgagees regarding the priority of lien, the mortgagees must prove to the satisfaction of the Government that they have settled that dispute.

28.6.4.7. The mortgagee may not appoint an agent or nominee to operate and manage the subleased premises on its behalf without first obtaining the written approval of the Lessee. Such approval shall require a determination by the Lessee that the proposed agent or nominee has demonstrated experience or expertise in the development, management, and operation of facilities similar to the subleased premises.

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**CONDITION 29**

NOTICE OF HAZARDOUS SUBSTANCES

29.1. Exhibit G hereto provides information concerning hazardous substances that have been stored for one year or more or are known to have been released or disposed of on certain portions of the Leased Premises and the date(s) that such storage, release or disposal took place.

**CONDITION 30**

REPORTING TO CONGRESS

30.1. Pursuant to Section 2905(d) of the Defense Base Closure and Realignment Act (DBCRA), Pub. L. No. 101-510, this Lease is not subject to 10 USC § 2662.

**CONDITION 31**

EXHIBITS

- 31.1. Seven (7) exhibits are attached to and made a part of this Lease, as follows:
- Exhibit A - Description of Leased Premises
  - Exhibit B - Map of the Leased Premises
  - Exhibit C - Physical Condition Report
  - Exhibit D - Environmental Condition Report
  - Exhibit E - EDC Agreement
  - Exhibit F - Areas of Special Notice
  - Exhibit G - Notice of Hazardous Substances
  - Exhibit H - Utility Sales Contract

LEASE NO: BCA-MAR-13-00-0101

IN WITNESS WHEREOF, the United States, acting by and through the Secretary of the Air Force, has caused these presents to be duly executed for and in its name and behalf by Ruby B. DeMesme, who has this 28<sup>th</sup> day of JANUARY, 2000, set her hand and seal.

BY: *Ruby B. DeMesme*  
RUBY B. DEMESME  
Assistant Secretary  
(Manpower, Reserve Affairs,  
Installations and Environment)

Signed and sealed in  
The Presence of

(1) *[Signature]*  
(2) *[Signature]*

State of Maryland :  
County of Prince Georges : SS

On JANUARY 28<sup>th</sup>, 2000, before me, Debra L. Dickson, a Notary Public, personally appeared RUBY B. DEMESME, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity as ASSISTANT SECRETARY OF THE AIR FORCE (Manpower, Reserve Affairs, Installations, and Environment), and that by her signature on the instrument, the Department of the Air Force on behalf of which she acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

*[Signature]*  
(Notary Public)

My commission expires on MAY 27, 2003

LEASE NO: BCA-MAR-13-00-0101

THIS LEASE is also executed by the Lessee this 24<sup>th</sup> day of Feb. 2000

By: Jay DeFambrogh [SEAL]

Title: Chair

Signed and sealed in  
the presence of

(1) Kenneth S. Calvert

(2) Rebecca Lanning

Charles R. White

M. J. White

John J. White

Daryl A. Busch



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-c

Date: May 17, 2005

Subject: Consultant agreement between Riverside Community College District and Michael Tooke.

Background: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Michael Tooke, to deliver two 36-hour blocks of instruction and facilitate student participation using an online software system to prepare students for the California State Electrician Certification Examination. The consultant will also provide a workbook for each student. The RCCD Center for Applied Competitive Technologies (CACT) will house and oversee the workshops. Total expenses will not exceed \$4,710.00. In addition, the students will be charged a fee of \$499.00 each to enroll in the workshop. The CACT will earn an undetermined amount of revenue from this agreement depending on the number of students enrolled. The term of the agreement is April 9, 2005 through July 23, 2005. Funding Source: CACT revenue.

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

This agreement has been reviewed by 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 Consultant Agreement between RCCD and Michael Tooke for the delivery of Electrician Certification workshops and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Henry Rogers, Director, CACT  
Linda Wright, Secretary III, CACT

**CONSULTANT AGREEMENT  
BETWEEN**

**Michael Tooke  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this 10<sup>th</sup> day of March 2005, between Michael Tooke, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

**ARTICLE I. TERM OF CONTRACT**

- 1.01 This Agreement is effective to cover activities beginning April 9, 2005, and will continue in effect through July 23, 2005.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT**

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

**ARTICLE III. COMPENSATION**

- 3.01 In consideration for the services to be performed by the Consultant, The District will reimburse the Consultant's actual expenses for the hours of conducting the workshop and the cost of the workbook. Total consultant's fees and expenses will not exceed \$4,710.

**ARTICLE IV. OBLIGATIONS OF CONSULTANT**

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

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

**ARTICLE V. OBLIGATIONS OF THE DISTRICT**

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

**ARTICLE VI. TERMINATION OF AGREEMENT**

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

**ARTICLE VII. GENERAL PROVISIONS**

7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Vendor Status. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

7.03 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College  
District

Consultant

\_\_\_\_\_  
James L. Buysse  
Vice President, Administration and  
Finance

\_\_\_\_\_  
Michael Tooke

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**Consultant Agreement with  
Riverside Community College**

**SCOPE OF WORK**

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

**Prepare and Conduct two 36-hour Workshops**

Consultant hereby agrees to provide two 36-hour Test Prep Workshops for the California Electrician Certification Exam.

**Deliverables**

The following will be delivered to Electrician Certification Test Prep workshop participants as a result of the provision of services described within this scope of work.

- Deliver two 36-hour blocks of instruction and facilitate the student's participation using an on-line software system to help students become familiar with the California State Electrician Certification Examination.
- Provide a workbook for each student.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-d

Date: May 17, 2005

Subject: Agreement with Riverside Unified School District

Background: Presented for the Board's review and consideration is an agreement with Riverside Unified School District for the use of their Gage Middle School Woodshop Room for conducting Community Education woodworking classes. The fee for the facility use is \$3,000.00 per year. The term of the agreement is July 1, 2005 through June 30, 2009. Funding Source: Community Education.

The contract was reviewed by Robert Bramucci, Dean of Open Campus, Sylvia Thomas, Associate Vice-President, Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Riverside Unified School District from July 1, 2005 through June 30, 2009, for an amount not to exceed \$3,000.00 per year and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT FOR THE  
USE OF FACILITIES  
BETWEEN THE  
RIVERSIDE UNIFIED SCHOOL DISTRICT  
AND THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FOR  
COMMUNITY EDUCATION CLASSES  
AT  
GAGE MIDDLE SCHOOL

This Use of Facilities Agreement (“Agreement”) is dated as of June 1, 2005, by and between the Riverside Unified School District (“District”), a public school District duly organized and existing under the laws of the State of California and the Riverside Community College District (“Tenant”), a governmental body, (collectively the “Parties”).

RECITALS

WHEREAS, District is the owner of real property and improvements thereon known as Mathew Gage Middle School located at 6400 Lincoln Avenue, Riverside (Gage), which is available to be used by Tenant for Community Education purposes; and

WHEREAS, Tenant operates Community Education classes, specifically, woodworking classes; and

WHEREAS, the Tenant and District desire to use and improve Facilities for Community Educational purposes; and

WHEREAS, the Tenant and District desire to establish this Agreement as a collaborative effort.

AGREEMENT

NOW, THEREFORE, for and in consideration of the collaborative agreements herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term and Termination. The term of this Agreement shall be for a period beginning on July 1, 2005 and ending June 30, 2009.

A. Days of the week and hours of use will vary from semester to semester. Tenant shall submit a District Use of Facility form requesting the specific dates, days and times

of use. Such requests shall be made by August 1<sup>st</sup> for fall classes and December 1<sup>st</sup> for spring classes, of each year. Under no circumstances, shall Tenant's use of Facilities be during the regular school day or thirty (30) minutes prior to, or following, the regular school day. At all times, District shall have priority use of Facilities. Tenant agrees to modify previously approved days and times of use as necessary to support the regular education program offered by District at Gage.

B. District or Tenant may terminate this Agreement by giving written notice of termination in the manner set forth in paragraph 14 of this Agreement no later than ninety (90) days prior to desired termination date, or if the District takes formal action to determine that the Facilities must be used for District operations, the District may terminate this Agreement by giving thirty (30) days written notice in advance of the desired termination date.

2. Facilities Covered. The term "Facilities" will be used for the purposes of this Agreement to mean a non-exclusive portion of Gage more specifically described as follows:

- A. Woodshop Room
- B. Restroom facilities designated by the Gage Principal.

In addition to the specific areas designated above, the Facilities shall be inclusive of non-exclusive use of the parking facilities and the appropriate ingress and egress path of travel. Use of Woodshop Room includes use of equipment and tools normally used in the course of woodshop classes and currently available in the Woodshop Room, subject to any limitations or special arrangements mutually agreed to by the Parties.

3. Compensation. Tenant agrees to pay District the sum of three thousand dollars (\$3,000.00) annually as compensation for the use of Facilities.

Payments are due in advance of the semester use. One half of the annual compensation is due August 1 of each year, and one half of the annual compensation is due December 1 of each year. All payments due under this Agreement shall be payable to District, Attention Accounts Receivable, Post Office Box 2800, Riverside, California 92516-2800.

4. Obligation of Tenant. During the term of this Agreement, Tenant hereby covenants and agrees to the following:

- A. Upon the completion of each use, leave Facilities in the same condition as the Facilities were found when Tenant commenced the specific use, including replacement of any equipment blades, bits or consumable tools that during Tenant's use.

- B. Upon the expiration of the term of this Agreement, or upon the sooner termination thereof, and when surrendered, leave Facilities in as good order and condition as Facilities were at the beginning of their term of this Agreement.
  - C. Safeguard the District-issued key to the Facility at all times. Such key shall not be duplicated for any purpose. Tenant shall secure the Facility, including turning off all lights and equipment, and locking the doors, when Tenant leaves the Facility after each use.
  - D. Allow no vehicles to enter upon Facilities except as may be necessary and authorized for the limited purposes of delivery of goods and services or in designated public parking lots.
  - E. Enforce all District rules, regulations, and policies provided by the District while directing community recreational and educational activities at Facilities.
  - F. Provide adequate personnel for the direction or supervision of activities sponsored by the Tenant at Facilities.
  - G. The District shall turn the School Site emergency alarm system on and off consistent with hours of operation pursuant to paragraph 1.A. of this Agreement. Should any members of Tenant, or their invitees, cause the School Site emergency alarm system to be activated, Tenant shall be liable for all costs associated with the appropriate alarm response.
5. Obligation of District. During the term of this Agreement, District hereby covenants and agrees to the following:
- A. Provide, at its sole expense, utilities, excluding any dedicated telecommunications services. For purposes of this Agreement, utilities shall include electricity, water, sewer and trash.
  - B. Provide Tenant with a key to the Facility (Woodshop Room).
  - C. Provide a lockable storage space within the Facility (Woodshop Room) for the exclusive storage of Tenant's woodworking materials and equipment.
  - D. Perform normal maintenance on Facilities as required under normal working conditions and fair wear and tear. District will have the right, but not the obligation, to make repairs to improvements.



6. Improvements

- A. Tenant will obtain prior written consent of District to make any alterations, additions, or improvements to Facilities. Tenant understands that any such alterations, additions, or improvements must comply with all state and local standards.
- B. Any such alterations, additions, or improvements will be at the expense of Tenant, unless otherwise agreed upon.

7. Limitations on Use. Tenant agrees that no business shall be carried on or conducted on the Facilities in violation of any regulations, order of law, statute, bylaw, ordinance or policy of any governmental agency having jurisdiction. Tenant shall not commit or suffer to be committed on said Facilities any nuisance or other act which may disturb the quiet of District's operations or of adjoining property owners or occupants.

Tenant agrees that the Facilities will be used for educational and recreational purposes and related services.

Tenant agrees that the Facilities will not be used for warehousing of materials or maintenance and repair of vehicles.

Tenant agrees that Tenant and its guests will not interact with, interfere with, or otherwise have any contact with District's students who may be present during Tenant's use of Facilities.

8. Insurance.

- A. Tenant, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
  - 1. General Liability Self-Insurance Program with limits of not less than \$1,000,000 per occurrence.
  - 2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
  - 3. Workers' Compensation as required under California State law.
  - 4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Tenant and District

against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under Section 8 (A) shall not in any way limit the liability of Tenant.

Tenant shall furnish District with a Certificate of Self-Insurance endorsed to District evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to District of any material modifications, change or cancellation of the above insurance coverages.

- B. District, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence.
  2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
  3. Workers' Compensation as required under California State law.
  4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Tenant and District against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under Section 8 (B) shall not in any way limit the liability of District.

District shall furnish Tenant with a Certificate of Self-Insurance endorsed to Tenant evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Tenant of any material modifications, change or cancellation of the above insurance coverages.

9. Indemnification.
- A. Tenant is financially responsible for damages, other than normal wear and tear, caused by Tenant's use of Facilities.
  - B. Tenant shall defend, indemnify and hold District, its officers, employees, agents and volunteers harmless from and against any and all liability, loss,

expense (including reasonable attorneys' fees) or claims for injury or damages but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent, intentional acts, omissions or misconduct of the Tenant, its officers, agents, employees, students or volunteers.

C. District agrees to defend, indemnify and hold Tenant, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions or misconduct of District its officers, agents, employees, students or volunteers.

D. Tenant's obligations to indemnify, defend and hold harmless as hereinabove provided shall continue notwithstanding the expiration or termination of this Agreement.

10. Hazardous Materials. District warrants that to the best of its knowledge, the Facilities are free of hazardous materials, as defined hereinafter.

Tenant shall keep the Facilities completely free of hazardous materials, as defined hereinafter. In the event that it is discovered that the Facilities have become contaminated with hazardous materials, due to the action of Tenant, Tenant, at its sole cost and expense, shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all hazardous materials on, from, or affecting any portion of the Facilities. Tenant agrees to defend, indemnify, and hold harmless District, its employees, agents, and volunteers from and against all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney's fees, of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to the presence, disposal release, or threatened release of any hazardous materials on or about the Facilities resulting from Tenant's actions or omissions.

For purposes of this section, "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, petrochemicals or derivatives, asbestos or related materials and pesticides.

11. Emergency Compliance. Tenant shall at all times follow the instructions and directions of District staff during a School emergency or during a Facility emergency practice drill, as to evacuation, assembly, emergency care, protection of persons and property, and ingress and egress to the School.

12. Inspection. Tenant has inspected the Facilities which are the subject of this Agreement and agrees that, as of the date of execution of this Agreement, said Facilities are acceptable.

13. Tobacco Free Facilities. Smoking of cigarettes or other tobacco products is prohibited in all buildings and all grounds owned or leased by the District at any time, including the Facilities subject to this Agreement. The consumption of alcoholic beverages is strictly prohibited anywhere on the School.

14. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

If to District:

Riverside Unified School District  
Post Office Box 2800  
Riverside, CA 92516  
Attn: Deputy Superintendent, Business Services

If to Tenant:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attn: Vice Chancellor, Administration and Finance  
With a copy to: Community Education Department

15. Assignment. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet said Facilities or any part thereof or any right or privilege appurtenant thereto, or suffer any other person to occupy or use said Facilities or a portion thereof, without the prior written consent of District. Any such assignment without the District's consent shall be void and shall, at the option of the District, terminate this Agreement.

16. Non-Waiver. The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

17. Authority. The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement. District further warrants and represents to Tenant that District has complied with all applicable federal, state, and local statutes, ordinances and regulations with respect to the offering of Facility to Tenant under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California.

19. Entire Agreement. Except as provided for herein with regard to the contemplated Operations Agreement, this Agreement sets forth the entire agreement between Tenant and District, and any modifications or extensions must be in the form of a written amendment duly noticed and approved at a public meeting.

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

RIVERSIDE UNIFIED SCHOOL DISTRICT

---

James L. Buysse  
Vice Chancellor, Administration and  
Finance

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Michael H. Fine  
Deputy Superintendent  
Business Services and Governmental Relations

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Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-e

Date: May 17, 2005

Subject: Agreement with Ed Tackett

Background: Attached for the Board's review and consideration is an Agreement between Riverside Community College District and Ed Tackett, for consultation and workshop presentations in conjunction with the previously awarded Industry Driven Regional Collaborative/California Alliance for Digital Manufacturing grant. Total fee for these services will not exceed \$11,000.00. In addition, the workshop participants will be charged a fee for attendance in the workshops. The Center for Applied Competitive Technologies will earn an undetermined amount of revenue from these workshops depending on the number of attendees. The term of the agreement is May 18, 2005 through June 30, 2005. Funding Source: Industry Driven Regional Collaborative/California Alliance for Digital Manufacturing Grant.

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by 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 approve the Agreement with Ed Tackett for the period May 18, 2005 through June 30, 2005, for an amount not to exceed \$11,000.00 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Henry Rogers, Director, CACT  
Linda Wright, Secretary III, CACT

**CONSULTANT AGREEMENT  
BETWEEN**

**Ed Tackett  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this 20<sup>th</sup> day of April 2005, between Ed Tackett, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

**ARTICLE I. TERM OF CONTRACT**

- 1.01 This Agreement is effective to cover activities beginning May 18, 2005, and will continue in effect through June 30, 2005.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT**

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

**ARTICLE III. COMPENSATION**

- 3.01 In consideration for the services to be performed by the Consultant, The District will reimburse the Consultant's actual expenses for the hours of consultation and conducting workshops. Total consultant's fees and expenses will not exceed \$11,000.00.

**ARTICLE IV. OBLIGATIONS OF CONSULTANT**

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

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

**ARTICLE V. OBLIGATIONS OF THE DISTRICT**

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

**ARTICLE VI. TERMINATION OF AGREEMENT**

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

**ARTICLE VII. GENERAL PROVISIONS**

7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Vendor Status. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the district. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

7.03 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College  
District

Consultant

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and  
Finance

\_\_\_\_\_  
Ed Tackett

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**

**Consultant Agreement with  
Riverside Community College**

**SCOPE OF WORK**

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

**General Consultation and delivery of workshops**

Consultant hereby agrees to provide consultation services and deliver workshops in the area of Rapid Prototyping.

**Deliverables**

The following will be delivered to the District and Rapid Prototyping workshop participants as a result of the provision of services described within this scope of work.

- Deliver consultation services to the Center for Applied Competitive Technologies (CACT)
- Prepare and deliver Rapid Prototyping workshops

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3

Date: May 17, 2005

Subject: Agreement with Myron Dembo

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Myron Dembo to provide a Staff Development Seminar to help nursing educators introduce strategies to encourage students to become more self-directed learners. The term of the agreement is for May 20, 2005 and includes a fee of \$2,600.00. Funding source: VTEA

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

Recommended Action: It is recommended that the Board of Trustees approve the Agreement between Riverside Community College District and Myron Dembo for May 20, 2005, for an amount not to exceed \$2,600.00 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Sandra Baker  
Dean/Director, Nursing Education

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
Myron H. Dembo**

This Agreement, entered into this 18<sup>th</sup> day of May 2005 between Myron H. Dembo, Ph.D, whose address is 18120 Bromley Street Tarzana, CA 91356, hereinafter referred to as the "Contractor", and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506-1299, hereinafter referred to as the "Client".

**ARTICLE I. TERM OF CONTRACT**

1.01 This Agreement is effective to cover activities held on May 20, 2005.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR**

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

**ARTICLE III. COMPENSATION**

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

**ARTICLE IV. OBLIGATIONS OF CONTRACTOR**

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

- 4.02 Time for Performance of Services. Client shall meet with the Contractor and complete deliverables as outlined in "Exhibit A."
- 4.03 Workers' Compensation Insurance. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 Indemnification. Contractor and Client mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement.
- 4.05 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.

#### **ARTICLE V. TERMINATION OF AGREEMENT**

- 5.01 Termination Upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

#### **ARTICLE VI. GENERAL PROVISIONS**

- 6.01 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.

6.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

Riverside Community College District  
Client

Myron H. Dembo  
Independent Contractor

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Riverside Community College District Independent Contractor Agreement with Myron H. Dembo Ph.D**

#### **SCOPE OF SERVICES**

With this Agreement, Myron H. Dembo will perform services and produce deliverables as detailed within this scope of service.

#### **A Learner-Centered Approach to Improving Nursing Education**

Myron H. Dembo, agrees to provide a Staff Development Seminar on May 20, 2005.

#### **Deliverables**

Staff Development Seminar to include, but not limited to the “Goals” & “Activities” listed below:

#### **GOALS**

The major goal is to help nursing educators introduce strategies to encourage students to become more self-directed learners.

At the end of the workshop the participants would be able to:

- a) design a learning and study strategies program within the regular nursing curriculum
- b) assess their classroom policies and practices so they are more successful in motivating students to focus on a mastery orientation of the curriculum.

#### **ACTIVITIES**

The morning session focuses on six major components of academic self-management. That is, the self-management skills that students need to learn to exert greater control over their learning and promote their own academic achievement: motivation, methods of learning, use of time, control over their physical and social environment, and evaluation of their performance.

Instructors are taught how to incorporate the instruction of learning strategies in the regular curriculum to improve students' academic achievement.

The afternoon session focuses on a motivational model for the college classroom which will be used to show instructors how they can change classroom culture to support students' motivation to learn. Participants are asked to assess current policies and practices that influence student motivation and consider changes that could be made to better impact mastery learning.

The workshop comprises three activities: two one-hour presentations (morning and afternoon) each followed by small group discussions giving participants an opportunity to evaluate present practices with the learning and motivational principles discussed in the presentation. The final activity is the development of individual goals and procedures for implementing instructional strategies to improve the motivation and achievement of students in the nursing program.

**EXHIBIT B**

**Riverside Community College District  
Independent Contractor Agreement with  
Myron H. Dembo, Ph.D**

**COMPENSATION**

1. Contractor will invoice Client \$2,600 as a result of performing the activities outlined in "Exhibit A, Scope of Work". This agreed upon total includes all Contractor outlays (time, travel, materials, etc.).



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4

Date: May 17, 2005

Subject: Independent Living Skills/Emancipation Services Agreement with  
Riverside County Department of Public Social Services (DPSS)

Background: Attached for the Board's review and consideration is an agreement for Independent Living Skills/Emancipation Services between Riverside Community College District and Riverside County Department of Public Social Services (DPSS), for youth who are or were wards or dependents of the Juvenile Court and in out-of-home care in Riverside County. The District will provide seven core competencies to youth based on the identified individual needs and goals documented in each youth's Transitional Independent Living Plan (TILP) and will be paid \$1,100,000.00 for providing this service. The time frame for this agreement is July 1, 2005 through June 30, 2006. Funding Source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve this agreement with Riverside County DPSS for the period July 1, 2005 through June 30, 2006, for an amount of \$1,100,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Michael Wright, Grants and Contracts Manager

**Riverside County Department of Public Social Services**  
 Contracts Administration Unit  
 10281 Kidd Street  
 Riverside, CA 92503

PROFESSIONAL SERVICES CONTRACT:           **CP 1922 00**

CONTRACTOR:                                       RIVERSIDE COMMUNITY COLLEGE DISTRICT

CONTRACT TERM:                                 JULY 1, 2005 THROUGH JUNE 30, 2006

MAXIMUM REIMBURSABLE AMOUNT:         \$1,100,000

**WHEREAS**, Department of Public Social Services, hereinafter referred to as DPSS, requires Independent Living Skills/Emancipation services for youth who are or were wards or dependents of the Juvenile Court and in out-of-home care in Riverside County;

**WHEREAS**, RIVERSIDE COMMUNITY COLLEGE DISTRICT is qualified to provide Independent Living Skills/Emancipation services to Riverside County youth; and

**WHEREAS**, DPSS desires RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the Contractor, to perform these services in accordance with the CONTRACT TERMS and CONDITIONS (CT&C), attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DPSS and the Contractor.

**NOW THEREFORE**, DPSS and the Contractor do hereby covenant and agree that the Contractor will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained in this Agreement.

<b>Authorized Signature for Purchasing:</b>	<b>Authorized Signature for Contractor:</b>
Printed Name of Person Signing:	Printed Name of Person Signing:
Marion Ashley	
Title: Chairman, Board of Supervisors	Title:
Address: 4080 Lemon Street Riverside, CA 92501	Address: 4800 Magnolia Avenue Riverside, CA 92506
Date:	Date:

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**FOR**

**INDEPENDENT LIVING SKILLS/EMANCIPATION**

**SERVICES**

**TERMS AND CONDITIONS**

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**LIST OF EXHIBITS**

- Exhibit A – Seminar/Workshop/Event Sign-In Sheet
- Exhibit B – DPSS Form 2076A
- Exhibit C – DPSS Form 2076B
- Exhibit D – Line Item Budget
- Exhibit E – Vendor Assurance of Compliance Form

## **CONTRACT TERMS AND CONDITIONS**

### **I. ABBREVIATIONS/DEFINITIONS**

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, Children Services Division.
- B. "DOP" refers to the Riverside County Department of Probation, Juvenile Division.
- C. "EC" refers to the Emancipation Coach.
- D. "Seminars" are defined as informal discussion groups to present and discuss information on specific topics (i.e. FAFSA, Parenting, independence difficulties) which support youth self-sufficiency and prepare them for emancipation.
- E. "Workshops" are defined as brief, intensive educational programs for youth, which emphasize participation in problem solving.

### **II. DPSS RESPONSIBILITIES**

DPSS will:

- A. Assign DPSS Children Services Program staff to collaborate with the Contractor.
- B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
- C. Refer youth to be served, and will provide case management functions as required by California Department of Social Services (CDSS) regulations.
- D. Complete a Transitional Independent Living Plan (TILP) for each pre-emancipated youth, identifying needed skills and knowledge, and provide ongoing case management. Ongoing close coordination with DPSS social workers is necessary for successful operation of the program.
- E. Administer the program and provide technical assistance and consultation in monitoring and evaluating the services provided under this Agreement.
- F. Meet with the Contractor and DOP quarterly, or more frequently as needed, to monitor the implementation and performance of this agreement and to provide assistance as needed.

### **III. DOP RESPONSIBILITIES**

DOP will:

- A. Assign a staff member as liaison between DPSS and the Contractor.
- B. Refer youth to be served, and will provide case management functions.
- C. Complete a Transitional Independent Living Plan (TILP) for each pre-emancipated youth, identifying needed skills and knowledge, and provide ongoing case management. Ongoing close coordination with DPSS social workers is necessary for successful operation of the program.

### **IV. JOINT RESPONSIBILITIES**

DPSS, DOP, and the Contractor shall:

- A. Meet quarterly, or more frequently as needed, to monitor the implementation and performance of this agreement and to provide assistance as needed.
- B. Provide services that are youth-focused, strength-based, and affirming, which result in a healthy, self-sufficient young adult.
- C. Identify, refer, and accept all youth for services. Services shall address contemporary needs, be relevant and consistent with each youth's Transitional Independent Living Plan (TILP).
- D. Facilitate a streamlined referral process and enhance communication between county staff and all collaborative partners.
- E. Maximize opportunities to provide integrated, coordinated, and easily accessible services and resources for youth.
- F. During Joint Operational Meetings review the annual and quarterly program reports required under this agreement and ensure that services provided are timely and consistent with established Transitional Independent Living Plans.

### **V. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- A. Assign a liaison between the Contractor and DPSS.
- B. Provide the following Services:
  - 1. Independent Living Skills: Seven Core Competencies

The Contractor will provide seven core competencies to youth based on the identified individual needs and goals documented in each youth's Transitional Independent Living Plan (TILP). These competencies include but are not limited to:

- **Education:** skill development, assistance and referrals to obtain literacy skills, high school diploma/GED, post-secondary, education experiential learning and computer skills;
  - **Career development:** assistance and referral to obtain career exploration, work readiness and responsibility skills, employment development, employment experience, vocational training, apprenticeship opportunities, job placement and retention;
  - **Assistance and referral to promote health (including mental health) and safety skills:** substance abuse prevention, smoking cessation, pregnancy prevention, and nutrition education;
  - **Daily living skills:** information on and experiences and training in personal financial management and budgeting; personal responsibility skills; self-advocacy; household management; consumer and resource use; survival skills; and obtaining vital records;
  - **Financial resources:** information and referrals regarding financial assistance if applicable, including, but not limited to, ILP incentives, stipends, savings and trust fund accounts, educational/vocational grants, CAL-Grants, Employment Development Departments, registered in One-Stop Career Centers, Workforce Investment Act funding and programs, other employment programs and other forms of public assistance including, but not limited to, CalWORKs, Food Stamps, and Medi-Cal;
  - **Housing information:** training and referrals about transitional housing programs; federal, state and local housing programs; and landlord/tenant issues; and
  - **Mentoring:** long-term supportive mentoring relationships and referral to available mentoring programs
2. Demonstrate effective methods to engage youths' interest and participation in ILP services.
  3. Provide EC services in English and in Spanish, as needed.
  4. Recruit, supervise, and coordinate all services provided under this agreement.
  5. Provide services, which include creative interventions and opportunities for experiential learning specific to each youth's individual needs, individual learning style, and abilities.



6. Develop a case file or case record for each youth served.
7. Collaborate with the California Youth Connection (CYC), Independent Living Program (ILP) Round Table, Emancipated Services Program/Independent Living Program (ESP/ILP) staff, Integrated Continuing Services social workers, group home social workers, group home staff, foster parents, and independent living and emancipation related resources such as, Workforce Development, California Work Opportunity and Responsibility to Kids (CalWORKs), Regional Occupational Program, Family Resource Centers, Housing and Urban Development (HUD), local school districts, California Youth Connection and IEHP/Medi-Cal in the provision of these services.
8. Work closely with the County's contracted group home management and staff in order to ensure group home cooperation in encouraging youth to attend the services to be provided. THE CONTRACTOR will provide instruction to the group home staff about their services and how to work together to obtain participation of the youth.
9. Confirm that all employees or individuals providing service under this agreement pass a criminal background clearance. Individuals with criminal convictions may only be exempted by joint consultation with DPSS.
10. Employ ECs who meet the following educational requirements: Bachelors degree in either sociology, social work, or a related field, and one (1) to two (2) years experience desirable in the human services field. Must possess a basic understanding of adolescent and child abuse issues, and be a minimum age of twenty-one (21).
11. Ensure that Emancipation Coaches are physically accessible to youth living in the Desert, Mid-County, and Western regions of Riverside County and capable of providing routine face-to-face contact.
12. Emancipation Coaches must receive a minimum of one (1) hour of supervision per week and keep abreast of current best practices in child abuse and adolescent issues and other topics related to youth emancipation through conferences and seminars.
13. Develop a procedure for scheduling all activities and maintaining accurate records of all services provided.
14. Establish a consistent, fair, and equitable process for issuing cash incentives to youth.
15. Establish a consistent, fair, and equitable process for issuing youth payments for specific direct service or commodity purchases.
16. Provide monetary and non-monetary incentives to youth attending all seminars, workshops, major and special events. Monetary incentives shall be directly deposited into each youth's ILP savings account.
17. Create an annual master training calendar for each site and provide this calendar to DPSS, DOP, group homes, and foster parents who have ILP youth. This calendar

shall be distributed annually and shall be distributed to youth when they enter the program.

18. Create a quarterly newsletter, which contains information and resources useful to ILP youth working towards emancipation and independent living. The newsletter shall be used to inform and promote the ILP program and events and provide links to valuable community resources. This newsletter shall be distributed to all youth, caregivers, to DPSS and DOP, and selected community partners.
19. Assist with and/or coordinate the transportation of youth to EC coaching sessions, seminars, workshops, major and special events as necessary; this requirement may be met in part by issuing bus passes or bus tickets.
20. Create a resource manual or emancipation binder. The Contractor shall produce and maintain an ILP resource directory and emancipation binder, which contains community resources, and links that are valuable to youth. The resource manual will be updated at least once per year and distributed to DPSS and DOP ILP workers, case carrying social workers, and ILP youth.
21. Establish written procedures for reporting all special incidents that occur during The Contractor's performance of duties involving The Contractor (or their designate) staff, ILP youth, and occur on The Contractor property or during a Contractor sponsored event. Special incidents include but are not limited to matters involving personal safety, emotional distress, inappropriate staff or participant behavior, child maltreatment, spousal or partner abuse, alcohol or substance abuse, etc. Incident reports will be submitted within 72 hours after the incident occurred directly to the DPSS Regional Manager assigned oversight of the ILP Program.
22. Establish written procedures and instruct staff how to recognize and report child abuse and neglect consistent with Section 11165 of the California Penal Code.
23. Implement a system designed to allow youth the opportunity to express and have considered their views, grievances, and complaints regarding the Contractor's service delivery.
24. Inform DPSS on the status of each complaint forwarded within two working days of receipt.
25. Actively work to secure employment opportunities for and train youth to obtain and maintain jobs, and whenever possible employ emancipated youth, and develop and implement apprenticeship programs with other suitable employers.
26. Seminars, Workshops, and Event Planning

The goal of all seminars, workshops, and major events are to provide instruction and support which focuses on the personal growth, educational, and experiential learning needs of youth so that they may function as healthy, responsible, and self-sufficient adults.

- a. The Contractor shall provide on a weekly basis three (3) workshops accessible to youth living in the Desert, Mid-County, and Western regions of Riverside County. Workshops should be provided in the evenings and/or on Saturdays to facilitate youth access. Workshops shall:
  - (1) Be scheduled for maximum effect. For example, high school seniors who are plan on attending vocational school or college need assistance in applying for educational financial aid; a workshop which includes the completion of financial aid applications should be held a minimum of sixty (60) days prior to the date for submitting these forms.
  - (2) Accommodate youth who have been identified as having learning disabilities or who are developmentally delayed. Such youth shall be accommodated to maximize their learning and participation.
  - (3) Address specific administrative requirements for Youth Employment
- b. As approved by DPSS, the Contractor will provide a series of workshops in Blythe to facilitate youth access in the community. (Currently, there are 84 youth in pre-emancipation status and 82 youth in post-emancipation status living in this area).
- c. Develop and submit a written subject content, learning objectives and a participant evaluation process for each major event to DPSS for review and approval prior to the actual event.
- d. Seminars and workshops are to be no more than three (3) hours in length. There must be one adult staff person for every 10 youth in attendance.
- e. The Contractor shall have each youth attending each seminar, workshop, and event sign-in on the Seminar/Workshop/Event Sign-In Sheet, attached hereto as **Exhibit A**, and incorporated herein this reference.
- f. Seminars and workshops may include presentations of introductory topics to more than thirty (30) participants if the experiential, learning, and discussion breakout phases are limited to thirty (30) youth.
- g. Topics for seminars, workshops, or special events shall include, but are not limited to:
  - Computer/Internet Skills;
  - Interpersonal/Social Skills;
  - Consumer Education;
  - Educational Enhancement;
  - Employment;
  - Money Management, Including Credit Management;
  - Pregnancy Prevention;
  - College/Scholarship Information;

Cultural Awareness;  
Nutrition;  
Self-Esteem/Personal Growth;  
Income Tax Responsibilities; and  
Auto/Health Insurance.

- h. Be responsible for the planning, logistics, notification, invitations, flyers, and acquiring venues needed for seminars, workshops, major and special events.
- i. Secure speakers and trainers for all seminars, workshops, major and special events who are motivated and well versed in the contemporary challenges faced by youth.
- j. Encourage the collaboration of the California Youth Connection (CYC), Riverside Chapter, in the planning of events, seminars, workshops, major and special events.
- k. Provide an evening meal for youth attending workshops, seminars and special events occurring during the evening hours; breakfast and/or lunch for youth attending half-day or all-day events.
- l. RCC will conduct three (3) major events during each contract year:

Emancipation Event

The Contractor shall coordinate an Emancipation Event once a year during the month of May to recognize all Riverside County ILP youth who will emancipate that year. The purpose of the event is to acknowledge their emancipation and to encourage them in achieving their personal goals. The event shall involve a reception and ceremony. DPSS will provide a list of youth eligible to attend. Youth, caretakers, mentors, and county personnel shall be invited.

Education Event

The Contractor shall coordinate an Education Event once a year. The purpose of this event is to help youth understand the value and how to access vocational or college education. The one-day event shall involve a series of brief classes on financial aid, college options, preparation for college, and other issues relating to continuing education. ILP will provide a list of youth eligible to attend

Employment Event

The Contractor shall coordinate an Employment Event once a year. The purpose of this event is to help youth understand job preparation and job searching skills. This one-day event shall involve a series of brief classes on resume writing, applications, and other job skills. ILP will provide a list of youth eligible to attend.

28. Emancipation Coaches

- a. The goal of the Emancipation Coaches (EC) is to provide a consistent, safe adult mentoring relationship easily accessible to each youth. In the context of this mentoring relationship, ECs will motivate youth; guide, direct, and teach youth; support and advocate for youth; coordinate, arrange or purchase needed services or commodities for that youth; participate in each youth's Emancipation Conference; and continually evaluate the effectiveness of each youth's emancipation plan. This is a long-term supportive relationship which begins prior to the youth's emancipation and continues until they reach their 21<sup>st</sup> birthday.
- b. ECs are expected to develop a mentoring relationship with each youth assigned to them and shall recognize and be responsive to the differing needs of each individual youth.

The EC will mentor youth on the following topics:

- Daily Living Skills;
  - Survival Skills;
  - Working Through and Redefining Family of Origin Relationships;
  - Values Clarification;
  - Choices and Consequences;
  - Pregnancy Prevention;
  - Housing Decisions and Problem Solving;
  - Transportation and Entertainment;
  - Leisure Time and Recreation;
  - Community Resources;
  - Housekeeping;
  - Food Management; and
  - Food Bank, Shelter Resources, and Housing Information.
- c. ECs shall be accessible to youth from their office or while in the field and will inform youth of their hours of availability.
  - d. The EC shall provide direct assistance and advocacy relating to education, financial aid, medical services, housing, and transportation needs.
  - e. The EC will establish an ILP bank account for each youth; financial incentives are to be deposited into this account, which will be turned over to the youth at the time of their emancipation.
  - f. The EC shall provide assistance, resources, and/or refer youth, as needed, to the following individual services:
    - Parenting classes;
    - Specialized services to pregnant and/or parenting youth;
    - Specialized services to those who are developmentally challenged;

- Practical needs such as clothing, food, housing, and transportation after emancipation;
  - Employment; includes job search preparation, job search, job acquisition;
  - Education; includes development and implementation of a post-emancipation educational or vocational plan; completion and submission of admission materials;
  - Financial aid; includes the completion and submission of financial aid applications;
  - Health and mental health services;
  - Legal services;
  - ECs will collaborate with and/or make referrals to other agencies, which provide services, as identified in the approved case plan.
- g. Provide youth with wallet-size reference cards with key resources and telephone numbers, including the contact information and telephone number of their EC.

29. Youth in Pre-Emancipation Status

- a. For youth in pre-emancipation status, each EC shall provide a monthly average of four (4) hours of direct service to each individual youth assigned to them. Direct service hours are coaching interactions in which there is one (1) EC to one (1) youth. One hour of this time is to be face-to-face contact. These hours may be delivered through workshops or other group interaction.
- b. ECs shall make all reasonable effort to contact each youth within ten working days of the DPSS referral date to set an appointment for an intake interview.
- c. Consistent with AB 408, EC's shall work with youth in identifying and linking a significant adult relationship for each youth prior to emancipation.
- d. ECs shall assist youth in obtaining Medi-Cal benefits, social security card, CA ID, and original birth certificates, prior to their emancipation from the foster care system.
- e. If appropriate, prior to their eighteenth (18th) birthday, the EC shall provide each youth with information necessary to obtain Adult Mental Health Services.
- f. The EC shall discuss the housing needs of each youth four months prior to their exit from out-of-home care.
- g. ECs shall contact the assigned DPSS ILP social worker or DOP ILP coordinator by telephone or email at least once per month to review the emancipation progress and concerns of each youth. Contact may be more frequent depending on the needs and circumstances of that youth.

30. Youth Emancipation Conferences

- a. EC's shall contact the assigned DPSS ILP worker or DOP ILP Coordinator and schedule a Youth Emancipation Conference (YEC) for each youth who will emancipate during the current fiscal year. The YEC should occur approximately one year prior to the youth's emancipation. The objective of the YEC is to evaluate each youth's readiness for emancipation. The YEC is a youth-centered, strength-based process, which brings together and includes significant people identified by the youth as belonging to their support system.
- b. The YEC must include the youth, the EC, and the DPSS social worker or DOP probation officer and, if available, the youth's court appointed special advocate (CASA).
- c. Each YEC has four major components:
  - (1) Review, evaluate, and/or update the current Transitional Independent Living Plan (TILP); review and discuss individual goals, strengths, and areas of needed assistance;
  - (2) Develop and implement strategies, which support each youth in achieving their TILP goals;
  - (3) Confirm or assist in establishing a significant, life-long adult relationship for that youth which will continue with them after emancipation; and
  - (4) Achieve and express commitment from each Youth Emancipation Conference participant to support that youth in the achievement of his or her personal emancipation.
- d. Youth Emancipation Conferences may occur at RCC, DPSS, DOP, or other locations, which facilitates that youth's and adult supporter's access and participation. A second, or follow-up Youth Emancipation Conference may be scheduled 6 months prior to the youth's emancipation to assess the youth's final needs and status for emancipation.

31. Youth in Post-Emancipation Status

- a. For youth in post-emancipation status each EC shall provide a monthly average of four (4) hours of direct service to each individual youth assigned to them. Direct service hours are coaching interactions in which there is one (1) EC to one (1) youth. One hour of this time is to be face-to-face contact. Three hours may be through workshops, etc.
- b. ECs shall make every effort to have direct contact with each youth within ten (10) working days after the youth's actual emancipation date.

- c. Contractor shall conduct an assessment of independent living skills using an assessment tool approved by the California Department of Public Social Services as reflected in policy section 31-236 (56)(A). Examples of approved assessment tools include: Daniel Memorial Institute Independent Living Assessment for Life Skills, Ansel-Casey Skills Assessment, Philip Roy Life Skills Curriculum, or the Community College Foundation Life Skills Assessment Pre and Post Questionnaires. This assessment shall be used to determine the nature and level of services to be provided to each youth and shall include:
- Documentation Status
  - Educational Status
  - Vocational Status
  - Financial Status
  - Employment Status
  - Assessment of independent living skills by using the Daniel Memorial (modified version) to each youth.

On an as-needed basis the EC shall administer the following assessments:

- Vocational Assessments
  - Educational Assessments
  - Psychological Assessments
  - Gang Assessments
- d. The EC will create, develop, or revise the TILP to address the post-emancipation needs of that youth. Each TILP must have time-limited goals to equip the young adult with the skills and resources necessary for self-sufficiency prior to their 21st birthday. The EC shall review, reassess, and revise the TILP every six months so that the needs of the young adult are best served.
- e. Provide emergency shelter, food, and clothing to youth that are experiencing a personal crisis. The EC will provide these resources within 24 hours of request. RCC shall establish a plan for addressing the emergency needs of a minimum of ten youth at any given time.
- f. ECs shall provide linkage to and develop resources for mental health and health resources for emancipated youth. EC's shall refer youth with special health and mental health care needs, including mental illness, chronic health needs, and assistance with medications to the appropriate provider for services.
- g. For those youth who did not plan to attend a vocational school, community college, university or receive military training, ECs shall re-assess interest in pursuing post-secondary education within 90 days of emancipation. The EC shall provide in-depth information to the youth on at least 25 vocational training options within 120 days of emancipation.
- h. Assist youth in applying for educational and/or vocational financial aid, entrance to post-secondary educational and training institutions, and employment.



32. Incentive Management

a. Youth participating in this program are eligible to receive cash incentives for participation in major events and payment for certain expenses. Incentives and payments are to be submitted, approved, and paid through a process established by the Contractor. Youth may be reimbursed for:

- Bus passes.
- Housing rental deposits and fees.
- Housing utility deposits and fees.
- Work-related equipment and supplies.
- Training-related equipment and supplies.
- Education-related equipment and supplies.

Examples include:

Emergency food, clothing, shelter.  
Emergency transportation costs  
Uniforms, work tools, first year union dues  
Limited tuition and educational expenses  
Tutorial expenses  
Crisis counseling  
College or vocational textbooks  
School and/or application fees  
Driver's training  
Reimbursement for California ID or Driver's License

b. The Contractor will use the allocation received under this agreement to pay the following expenses:

- Annual California Youth Connection conference fees (9 youth & 3 adult supporters)
- Motel and transportation associated with California Youth Connection conferences
- Monthly California Youth Connection state meetings
- Food for local California Youth Connection meetings (twice per month).

c. ***Incentives provided to Emancipated Youths under the Emancipated Youth Stipend (EYS) budget category must clearly be tied to a specific Emancipated Youth and claimed under the Emancipated Youth Stipend budget category.***

33. Data Collection Requirements

a. The Contractor shall ensure that all data collection practices preserve client confidentiality.

- b. Within 90 days of the start of this agreement, RCC shall implement a data collection process, which will support the Annual ILP Statistical Report and the Annual ILP Narrative Text Reports.

34. Outcome Measures

DPSS and the Contractor will work in collaboration to develop outcome measures, which will best meet the needs of youth.

35. Quality Assurance

DPSS shall meet periodically with the Contractor to review and evaluate a random selection of ILP case records. The review shall include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases to be reviewed shall be randomly selected by DPSS.

DPSS shall meet periodically to select youth at random to conduct a telephone customer satisfaction survey. The format of the survey will be cooperatively developed with RCC, DPSS, and DOP. Results of the survey, when available, will be discussed at the Joint Operational Meetings.

## VI. FISCAL PROVISIONS

### A. MAXIMUM AMOUNT

Total payment under this Agreement shall not exceed \$1,100,000.

### B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The initial claiming period shall include the period beginning July 1, 2005, through July 31, 2006. All other claims shall be submitted no later than thirty (30) days after the claiming period (calendar month) in which the services were provided. DPSS may reject late claims. These claims shall be processed within twenty (20) calendar days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment. The Contractor shall utilize DPSS Forms 2076A and 2076B, "Contractor Payment Request," attached hereto and incorporated herein in **Exhibit B** and **Exhibit C** respectively.
2. The Contractor shall submit all claims for payment and supporting documents that correspond to the Line Item Budget, **Exhibit D**, for the claiming period. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the report or receipts are received by DPSS. Instructions for and copies of the required billings are contained in Exhibit B and Exhibit C, respectively.

3. The Contractor will submit an estimated claim for the month of June to be received by DPSS no later than June 7, 2006, in order to capture that month's payment in that fiscal year. Actual billing for June shall be submitted no later than July 30, reimbursing DPSS for any overpayment for that month, or requesting payment of the under-billed amount. All claims related to the contract will be submitted within thirty (30) calendar days of the end of this Agreement. Any claim submitted after this will not be paid by DPSS.
4. **Emancipated Youth Stipends (EYS) claimed must be for services provided to Emancipated Youth. Incentives claimed under the EYS Incentives budget line item for emancipated youth must be for a specific youth.**
5. No payment will be made to the Contractor during periods in which the Contractor has ceased operations or has discontinued services agreed upon in the contract.

#### **C. LINE ITEM BUDGET**

DPSS will pay the Contractor for services performed under this Agreement according to the Line Item Budget in **Exhibit D**, attached hereto and incorporated herein by this reference.

#### **D. FINANCIAL RESOURCES**

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, parent, or subsidiary business entities, resulting in a negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

#### **E. RECORDS, INSPECTIONS, AND AUDITS**

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, state, and federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending DPSS, state, and federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.

#### **F. SUPPLANTATION**

The Contractor shall not claim reimbursement or apply sums received for this Agreement with any other source of revenue.

#### **G. DISALLOWANCE**

In the event the Contractor receives a payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

#### **H. AVAILABILITY OF FUNDS**

DPSS's obligation for payment under this Agreement is contingent upon availability of funds from which payment can be made.

#### **I. EQUIPMENT**

1. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or that is furnished to Contractor and has a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for, activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State

Department of Social Services [DSS]). The Contractor further agrees to the following:

- a. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
  - b. To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and
  - c. To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.
2. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which the Contractor incurs if prior approval has not been obtained from DPSS.

## **VII. GENERAL PROVISIONS**

### **A. EFFECTIVE PERIOD**

This Agreement is effective for the period of July 1, 2005 through June 30, 2006. This Agreement may be renewed for 2 one-year option periods.

### **B. INDEPENDENT CAPACITY**

Each party shall act in an independent capacity and not as an agent or employee of the other.

### **C. CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

The Contractor agrees to inform DPSS of all of the Contractor's interests, which are, or the Contractor believes to be, incompatible with any interests of DPSS.

#### D. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this state and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

#### E. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records pertaining to Welfare and Institutions Code, Section 10850, and DSS Manual of Policies and Procedures, Division 19 regulations and comply with all other statutory laws and regulations relating to privacy and confidentiality.

#### F. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

#### G. ELDER AND DEPENDENT ADULT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

#### H. REPORTING

The Contractor will provide the following reports to:

1. The Contractor shall prepare and submit to DPSS the Annual ILP Statistical Report and the Annual ILP Narrative Text Report four weeks prior to the required submission dates to the State of California.
2. Within 90 days of the start of this agreement, RCC and DPSS will cooperatively develop and implement a quarterly YOUTH SERVICES REPORT format. Report elements include but may not be limited to:

- Youth's name
  - Youth's social security number
  - Youth's date of birth
  - Youth's county of jurisdiction
  - Agency (DPSS or DOP)
  - Name of Youth's EC
  - Number of EC face-to-face contacts with that youth
  - Date of last TILP
  - Date of last Youth Emancipation Conference
  - Anticipated Date of Emancipation
  - Emancipation Date
  - Date of next court hearing
  - Itemized listing of services (reimbursements, incentives, etc.) provided to that youth during the reporting period
3. Within 90 days of the start of this agreement, RCC and DPSS will cooperatively develop and implement a format and process for the Quarterly Training and Special Events Report, to report the frequency, nature, and quality of each youth's participation in seminars, workshops, major and special events. Report elements include but not are limited to youth's:
- Name
  - Social Security Number
  - Date of birth
  - Listing of each youth's participation in all seminars, workshops, major and special events that identify the event by name and date of participation for that reporting period
  - Evaluation of participation in the program
  - Incentives received
4. Develop and submit a written subject content, learning objectives and a participant evaluation process for each major, or special event to DPSS for review and approval prior to the actual event.

The Contractor shall have the capability to produce statistical and/or ad hoc reports on request.

All reports will be submitted electronically and be compatible with MS Excel, MS Access, or MS Word applications. The Contractor shall have the ability to provide program data upon request in a form, which will import into MS Excel or MS Access.

Data submitted to DPSS may be published or reported in public forums, at seminars, or other public events; included in written reports; posted for public review; or submitted for publication. All data will be reported in aggregate and clients will not be individually identified.

I. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

**DPSS:** Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, California 92503

**CONTRACTOR:** Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion will not be acceptable, ***except invoices and other financial documents, which must be addressed to:***

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

J. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, Contractor shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed



officials, employees, agents, or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If Contractor's vehicles or mobile equipment is used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements

- and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect.
4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
  5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
  6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

K. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY fully allowed by law.

L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services  
HR/Administrative Compliance Services Unit  
10281 Kidd Street  
Riverside, CA 92503  
(909) 358-3030

M. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS.

N. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

#### O. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by this Agreement, shall be disposed of by DPSS who shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the agreement pending DPSS' decision.

#### P. TERMINATION

Either party may terminate this Agreement without cause by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payment for all services performed up to the date that written notice was given in a prorated amount.

DPSS may terminate this Agreement with cause by giving five (5) days written notification to the Contractor should the Contractor fail to perform the covenants of this Agreement in the time and manner specified. In the event of such termination, DPSS may proceed with the work in any manner deemed proper by DPSS. Notice shall be deemed served on the date of mailing.

#### Q. NON-DISCRIMINATION ASSURANCE

The Contractor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, age or sex in the performance of this agreement, and, to the extent they shall apply with the provisions of the California Fair Employment Practices Act commencing with Section 1410 of the Labor Code, and the Federal Civil Rights Act of 1064 (P.L. 88-352).

#### R. CIVIL RIGHTS NON-DISCRIMINATION

The Contractor shall complete the Vendor Assurance of Compliance with the Riverside Welfare Department Nondiscrimination in State and Federally Assisted Programs form, attached hereto as **Exhibit E** and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are nondiscriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

#### S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and

funding sources which impose duties and regulations upon DPSS which are equally applicable and made binding upon the Contractor as though made with the Contractor directly. The Contractor shall comply with Section 11320 of the Welfare and Institutions Code as added by AB 2580 (Chapter 1025, Statutes of 1985).

#### T. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements or conditions of this Agreement including, but not limited to reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take any other remedies available at law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, the reimbursement of which shall not be entitled to later recovery; and/or
3. Withhold funds pending curing of the breach; and/or
4. Offset against any monies billed by the Contractor but unpaid by DPSS. DPSS and/or the CDSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### U. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

#### V. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

W. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

**SEMINAR/WORKSHOP/EVENT  
 EXHIBIT A  
 SIGN-IN SHEET**

**EXHIBIT E**

**TITLE:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **20** \_\_\_\_\_

	Client Name/Nombre del Cliente (please print/letra de molde por favor)	Emancipation Status (Check One)	
		Pre	Post
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

**Start Time:** \_\_\_\_\_

**End Time:** \_\_\_\_\_

**Total:** \_\_\_\_\_ **(Hrs.)**

\_\_\_\_\_  
**Facilitator/Instructor Printed Name**

\_\_\_\_\_  
**Facilitator/Instructor Signature**

\_\_\_\_\_  
**Date**

**CONTRACTOR PAYMENT REQUEST**

**EXHIBIT B**

DPSS 2076A (Rev: APRIL, 2003)

TO: **Riverside County**  
**Department of Public Social Services**  
**Attn: Management Reporting Unit**  
**4060 County Circle Drive**  
**Riverside, CA 92503**

FROM: \_\_\_\_\_  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip Code  
\_\_\_\_\_  
Contractor Name  
\_\_\_\_\_  
Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_ .

Select Payment Type(s) Below

**Advance Payment** \$ \_\_\_\_\_  
(If allowed by Contract/MOU)

**Actual Payment** \$ \_\_\_\_\_  
(Same amount as 2076B if required)

**Unit of Service Payment** \$ \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x (\$) \_\_\_\_\_

\_\_\_\_\_ (# of Units) x (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x (\$) \_\_\_\_\_

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone #

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

\_\_\_\_\_  
Authorized Signature Title Date

**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

\_\_\_\_\_  
**Business Unit (5)**

\_\_\_\_\_  
**Purchase Order # (10)**

\_\_\_\_\_  
**Invoice #**

\_\_\_\_\_  
**Account (6)**

\_\_\_\_\_  
**Amount Authorized**

*Comments if amount authorized is different from amount requested*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Fund (10)**

\_\_\_\_\_  
**Dept ID (10)**

\_\_\_\_\_  
**Program (5)**

\_\_\_\_\_  
**Program (If applicable)** Date

\_\_\_\_\_  
**Class (10)**

\_\_\_\_\_  
**Management Reporting Unit** Date

\_\_\_\_\_  
**Project/Grant (15)**

\_\_\_\_\_  
**Contracts Administration Unit** Date

\_\_\_\_\_  
**Vendor Code (10)**

\_\_\_\_\_  
**General Accounting Section** Date



## DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS Instructions for Form 2076A

**Mailing Instructions:** When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

**Mail Claims Packet to address shown on upper left corner of Form 2076A.**  
*[see method, time, and schedule/condition of payments].*  
*(Please type or print information on all DPSS Forms.)*

### **FORM DPSS 2076A** **CONTRACTOR PAYMENT REQUEST**

**"Remit to Name"**

The legal name of your agency.

**"Address"**

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

**"Contractor Name"**

Business name, if different than legal name *(if not leave blank).*

**"Contract Number"**

Can be found on the first page of your contract.

**"Amount Requested"**

Fill in the total amount and billing period you are requesting payment for.

**"Payment Type"**

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

**"Any questions regarding..."**

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

**"Authorized Signature, Title, and Date (Contractor's)"**

Self-explanatory (required). **Original Signature needed for payment.**

**EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.**



**DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS**  
**Instructions for Form 2076B**

**Mailing Instructions:** When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

**Mail Claims Packet to address shown on upper left corner of Form 2076A.**

*[see method, time, and schedule/condition of payments].  
(Please type or print information on all DPSS Forms.)  
information on all DPSS Forms.)*

**FORM DPSS 2076B**

**CONTRACTOR EXPENDITURE REPORT**

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A. *Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.*

**"Contractor Name"**

Business name, if different than legal name *(if not leave blank)*.

**"Actual Expenditures For"**

The billing period you are requesting payment for.

**"Contract Number"**

Can be found on the first page of your contract.

**"Approved Budget Amount"**

Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed Contract/MOU agreement.

**"Current Expenditures"**

Itemized expenditures incurred during the billing period.

**"Cumulative Expenditures"**

Cumulative expenditures from previous billings plus current expenditures.

**"Unexpended Budgeted Amount"**

Approved budget amount less cumulative expenditures.

**"In-kind/Cash Contribution"**

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank. *The same documentation is required for match as for actual reimbursable costs.*

**"Client Fees Collected"**

If your contract allows you to collect client fees fill in the total amount collected (if not specifically *addressed in your Contract/MOU you may not collect additional fees from the client*).

<b>Administration Expenditures (ILP)</b>	
<b>Salaries</b>	
Program Director	\$ 84,613
Contracts Manager	\$ 32,765
Accounting Technician	\$ 49,063
Secretary	\$ 27,856
Clerical Support	\$ 10,723
<b>Benefits</b>	\$ 74,258
<b>Operating Cost</b>	
Books, Materials, and Supplies	\$ 12,000
Operating Expenses & Services	\$ 15,000
<b>Total Administration Cost</b>	\$ 306,278
<b>Case Management Expenditures (ILP)</b>	
<b>Salaries</b>	
Emancipation Coach	\$ 49,063
Emancipation Coach	\$ 49,063
<b>Benefits</b>	\$ 38,300
<b>Total Case Management Cost</b>	\$ 136,426
<b>Direct Service Expenditures (ILP)</b>	
<b>Sub Contracts</b>	\$ 380,500
<b>Books, Materials, and Supplies</b>	\$ 3,000
<b>Operating Expenses &amp; Services</b>	\$ 23,796
<b>Pre-Emancipated Youth Incentives</b>	\$ 133,000
Incentives include but are limited to cash incentives for participation in major events and payment of certain expenses such as:	
<ul style="list-style-type: none"> <li>▪ Bus passes</li> <li>▪ Housing rental deposit &amp; fees</li> <li>▪ Housing utility deposits</li> <li>▪ Work related equipment &amp; supplies</li> <li>▪ Training related equipment &amp; supplies</li> <li>▪ Education related equipment &amp; supplies</li> </ul>	
<b>Total Direct Services</b>	\$ 540,296
<b>Total Pre-Emancipated Youth Expenditures</b>	\$ 983,000

<b>Emancipated Youth Stipend Expenditures</b>	
<b>Books, Materials, and Supplies</b>	\$ 2,500
<b>Operating Expenses &amp; Services</b>	\$ 39,500
<b>Incentives for Emancipated Youth</b> Incentives include but are limited to cash incentives for participation in major events and payment of certain expenses such as: <ul style="list-style-type: none"> <li>▪ Bus passes</li> <li>▪ Housing rental deposit &amp; fees</li> <li>▪ Housing utility deposits</li> <li>▪ Work related equipment &amp; supplies</li> <li>▪ Training related equipment &amp; supplies</li> <li>▪ Education related equipment &amp; supplies</li> </ul>	\$ 75,000
<b>Total EYS Expenditures</b>	<b>\$117,000</b>
<b>Grand Total of all Expenditures</b>	<b>\$1,100,000</b>

**CONTRACTOR, SUBCONTRACTOR, AND/OR VENDOR ASSURANCE OF COMPLIANCE  
WITH RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NON-DISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended: Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, martial status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and **HEREBY GIVE ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

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Date

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Director's Signature

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Address of Vendor/Recipient

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-5

Date: May 17, 2005

Subject: Computing and Internet Policy and Regulations 3060, 4060, 6060  
– Second Reading

Background: Presented to the Board for a second reading is the Computing and Internet Policy and Regulations 3060, 4060, and 6060. The Policy was developed in consultation with the Academic Senate and was reviewed by the Board for First Reading in August of 2004. The RCCD/CTA requested review of certain aspects of the policy for compliance with the faculty contract. CTA in collaboration with the District's attorney has agreed to the policy as amended.

Recommended Action: It is recommended that the Board of Trustees approve the Computing and Internet Policy and Regulations for Board Policy 3060, 4060, 6060.

Salvatore G. Rotella  
Chancellor

Prepared by: Kristina Kauffman, Dean of Faculty Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

COMPUTING AND INTERNET POLICY

It shall be the policy of Riverside Community College District Board of Trustees to require that employees, faculty and students agree to and adhere to the applicable District Computing and Internet Policy.

~~At its discretion, The District may~~ **will** supply **as specified in the regulations** its employees with computers to assist in the fulfillment of their responsibilities. It is understood that these computers are college property and are to be used for job related duties. While the District respects the privacy of its employees, the District reserves the right to allow appropriate college personnel access to these computers for the sole purpose of accessing relevant data deemed necessary and reasonable for the normal operation of the District. Such access must be approved by the Chancellor.

Submitted to Board for First Reading \_\_\_\_\_ 8-19-03

Approved by Board \_\_\_\_\_ 12-16-03

Adopted: December 16, 2003  
Amended:



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Regulations for Policy 3060/4060/6060  
Computing and Internet Policy

I. General Principles

- A. Information technology plays an increasingly important role in higher education. This policy is intended to support that role while providing necessary security for the District's computing resources, employees, students and community. All users of District computing resources are expected to be familiar with this policy.
- B. Access to and use of the District network infrastructure, software, hardware, data and communications networks, attached devices, installed software, e-mail, Internet, Extranet, and Intranet (hereafter referred to as computing resources) is **provided to administrators, full-time faculty, and selected staff, and is** a privilege, not a right, granted to ~~faculty, staff, administrators,~~ students, and approved others for lawful purposes including, but not limited to:
1. teaching
  2. research
  3. administrative and District business purposes
  4. expanding communication among colleagues, students and the community.
- C. All computing resources owned by RCCD are government property. Use is subject to all constitutional and statutory controls and prohibitions pertaining to governmental conduct. RCCD is the owner of all data on RCCD Internet, Extranet, and Intranet pages, subject to the intellectual property rights of faculty members.
- D. The District recognizes the value of academic freedom and extends it to faculty use of the computing resources for purposes related to teaching and research.
- E. Labs, schools and other District entities may provide procedures and/or guidelines for **student** use of RCCD computers as it relates to their respective missions.

- F. All existing local, state, federal and international laws and RCCD regulations and policies apply, including not only those laws and regulations that are specific to computing resources, but also those that may apply generally to personal conduct, including the Electronic Communications Privacy Act of 1986, the Family Educational Rights and Privacy Act (FERPA) of 1974, and the Digital Millennium Copyright Act of 1998.
- G. Reproduction and/or distribution of copyrighted works, including but not limited to, images, text, or software, without permission of the owner is an infringement of U.S. Copyright Law and is subject to civil damages and criminal penalties, including fines and imprisonment. Intentional violations of copyright law are federal crimes. Users should consider the following:
1. There may be individual liability for monetary damages for violation of copyright or breach of a license agreement.
  2. Violating copyright laws and their fair use provisions through inappropriate reproduction or dissemination of copyrighted text, images, etc. is forbidden by law.
  3. Violating terms of applicable software licensing agreements or copyright laws is illegal.
    - a. Prohibited uses of copyrighted software include making copies for gift or sale, copying a computer program purchased for use at the District for personal use, or copying a computer program purchased for use in one department or school for use in another department or school.
    - b. Permissible uses of copyrighted software owned by or licensed to the District or its faculty include copying it by using it in a computer's memory, making a backup or archival copy, making adaptations in order to use a particular machine.
    - c. Software used on District owned computers must be legally purchased and/or licensed and a record of this must be maintained. A site license should be negotiated to allow multiple uses on campus whenever possible.
- H. The content of all Internet, Extranet and Intranet pages will be consistent with District image and policies. The requirements of law for accessibility of the disabled to public services and facilities apply to the District's computer resources and networks pursuant to the definition of "access" in Section 508 of the Rehabilitation Act of 1973.
- II. Network Computing Safeguards
- A. All users of the District network computing resources are hereby informed of privacy limitations on e-mail and electronic transmissions. The District will

maintain reasonable security measures for District databases stored in networked systems, including those of faculty, but users of these systems must be aware that limitations exist to security:

1. Users cannot assume absolute confidentiality or anonymity of information on any computer.
2. Each computer user is responsible for all matters pertaining to the proper use of his/her computer or network access account including choosing passwords, ensuring that file protections are set correctly, and taking appropriate action to maintain secure backup files.
3. Individuals should consider the demand that their use has on available computing resources, particularly during peak access times. Those using the Internet and dial-up access are asked to be considerate of others who may wish to access and use these resources.
4. E-mail and data stored on District systems are subject to disclosure under the Public Record Act, and when relevant, to discovery in civil or criminal litigation.

- B. The District is not responsible for the content of e-mail that passes through the District E-mail Systems or Services. Views and opinions expressed may not be representative of the views and values of the District. The District is not responsible for financial obligations resulting from the unauthorized use of the system.

### III. Network Administrator's Powers to Protect the System

- A. The computers operated by District administrative systems contain academic, financial, and personal data that is sensitive and confidential. Access to the administrative system is limited solely to authorized District employees and contract personnel whose jobs require them to record, review, or retrieve this data, or who are involved with system development or operation, and who receive prior clearance from the appropriate District administrative systems department. This authorized use is a trust; misuse or unauthorized access to the system will not be tolerated. Use of the network computing access ~~privilege~~ may **not** be monitored by the authorizing entity to ensure network integrity **without substantial justification**.
- B. To protect the computing resources from viruses, hackers and other external attacks, the District network administrators may access user files to suspend or remove content on computers as required to protect the integrity of computer systems, or to examine accounts that are suspected of unauthorized use, misuse, or have been corrupted or damaged. In such instances the affected employee(s) and their supervisor(s) will be notified and asked to be present during the review whenever possible. Every effort to respect the confidentiality of the individual's files will be made.

- C. The Chancellor or his designee may authorize RCCD personnel to access user files for business or security related reasons when ~~necessary~~ **there is substantial justification**.
  - D. Undeliverable e-mail will be directed to the system administrators for purposes of assuring reliable e-mail service.
  - E. Use of the RCCD computer facilities by outside individuals or organizations requires permission from the local system administrator. If necessary, the system administrator should inform the campus network administration.
- IV. Forbidden Activities
- A. The following activities are expressly forbidden and will be treated as a cause for discipline and/or legal prosecution:
    - 1. Any activity that violates local, state, federal, or international laws;
    - 2. Seeking to gain unauthorized access to any computer or computer user's account not assigned to them;
    - 3. Forging the identity of a user or machine in an electronic communication or using another individual's user account for any purpose without his/her specific approval;
    - 4. Attempting to monitor or tamper with another user's electronic communications, or reading, copying, changing, or deleting another user's e-mail, files or software without the explicit agreement of the assigned user;
    - 5. Any unauthorized attempts to circumvent data protection schemes or uncover security loopholes, including creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data or to use any RCCD computer system by means of unauthorized dial-up access;
    - 6. Accessing or causing access to the system to devise or execute any scheme to falsely alter, add, delete, damage, or destroy data contained therein;
    - 7. Transmitting materials that are slanderous or defamatory in nature or that otherwise violate existing laws or District regulations;
    - 8. Using e-mail to harass or threaten others **or** e-mail that violates existing District harassment policies;
    - 9. Initiating or propagating electronic chain letters;
    - 10. Viewing, storing, or transferring information which contains ~~obscene, indecent, lewd, or~~ pornographic material not specifically related to course work and teaching;
    - 11. Knowingly running or installing on any computer system or network, or giving to another user a program intended to damage or to place

- excessive load on a computer system or network, including but not limited to, programs known as computer viruses, Trojan Horses, and worms;
12. Using District resources for commercial activity such as conducting a personal business enterprise, creating products or services for sale, developing programs, data processing or computations for commercial use, and preparation and presentation of advertising material;
  13. Disruptive or inconsiderate conduct described in by District procedures for computer labs or terminal areas;
  14. Connecting unauthorized equipment to computing resources without prior approval by the systems administrator (Information Services must approve all networking devices, including but not limited to, servers, routers, switches, hubs, printers and wireless devices);
  15. Internet, Extranet, and Intranet activities that violate the policies of RCCD including the inappropriate use of District resources or the District name or reputation.

V. Penalties for Abuse

- A. Users will be held accountable for their conduct under applicable RCCD policies, procedures, and/or collective bargaining agreements. Violation of any local, state, federal or international laws relating to computing resource use can lead to the suspension of network account(s), and discipline ranging from suspension to dismissal from District employment, enrollment, and/or criminal prosecution including prosecution in accordance with Section 502 of the Penal Code, and other state and federal laws.
- B. ~~Any person~~ **Individuals** with knowledge of a violation of this policy should report the violation to their supervisor.

## Appendix

### Definitions as they apply to the Computing and Internet Policy

**Access:** For purposes of this policy: to instruct, program, communicate with, store data in, or retrieve data from the computing resources.

**District E-mail Systems or Services:** District e-mail services include messaging systems that depend on District owned servers and computing facilities to create, send, forward, reply to, transmit, store, hold, copy, download, display, view, read, or print computer records that facilitate communication across computer network systems between or among individuals or groups, that is either explicitly denoted as a system for e-mail or is implicitly used for such purposes. For purposes of this document it also includes services such as electronic bulletin boards, list servers, and newsgroups.

**Extranet:** The RCCD Extranet is a computer network operated by RCCD to provide its students, faculty, staff, administration, and selected others with learning opportunities, research information, and other resources through restricted (password) access from off-campus or on-campus computers of any type. (Technically, the Extranet can also be defined as one or more largely platform-independent enterprise zones with web-based and other resources that serve selected members of the organization and Internet community by means of restricted access [where the enterprise and organization is RCCD].)

**Intellectual Property Rights:** Intellectual property includes property that derives from the work of the mind or intellect including an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration relating thereto.

**Internet:** The Internet is the global collective of computer networks, available to millions of users world wide. Official RCCD pages on the Internet are prepared and/or approved and maintained by RCCD employees. Audiences for RCCD Internet pages include, but are not limited to prospective and current students and their families, professional colleagues, government leaders, the media, historians, other educational institutions and the community at large.

**Intranet:** The Intranet is the campus collective of computer networks, available to RCCD campus students, faculty, staff, and administration. (Technically, the Intranet can also be defined as one or more platform-independent enterprise zones with largely web-based resources that serve only the internal members of an organization [where the enterprise and organization is RCCD].)

Network: The network consists of the cables, servers, routers, switches, etc., which are used to connect campus computers to each other and to external Internet and other computer-related connections.

Receipt of E-mail: Receipt of E-mail before actual viewing is excluded from this definition of “use” to the extent that the recipient does not have advance knowledge of the contents of the e-mail record. E-mail users are not responsible for e-mail in their possession when they have no knowledge of its existence or contents.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-a

Date: May 17, 2005

Subject: Agreement with Dramatists Play Service, Inc.

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Dramatists Play Service, Inc., for royalties and rental materials for the production of Dramatists Play Service, Inc.'s "Quilters" by Performance Riverside. The fee includes a \$1,500.00 advance against royalties, a \$200.00 score deposit, and a music rental fee of \$150.00 per week for five weeks, for an initial total of \$2,450.00. Upon production, the author shall receive 10% of weekly box office gross, or \$750.00 per week, whichever is greater. The term of this agreement is May 18, 2005, through November 30, 2005. Funding source: General Fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have 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 Dramatists Play Service, Inc. from May 18, 2005, through November 30, 2005, for \$2,450.00 plus 10% of weekly box office gross, or \$750.00 per week, whichever is greater, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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





Tel. 212- 683-8960  
Fax 212-213-1539  
pro@dramatists.com  
www.dramatists.com

PROFESSIONAL PRODUCTION AGREEMENT

April 8, 2005

Account #178099

Greta Cohen  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
4800 Magnolia Avenue  
Riverside, CA 92506

RE: QUILTERS by Barbara Damashek and Molly Newman

Thank you for your interest in producing QUILTERS. We hereby grant you a non-exclusive license to give performances in the English language, in the theatre specified above, from ~~4/14/2006 to 4/23/2006~~ *November 11 to November 20, 2005* <sup>alg</sup> for a continuous run (i.e. without interruption of more than one week) predicated upon the following terms:

1. The play shall be presented as published in the Dramatists Play Service Acting Edition, without changes, additions or alterations in the title or text.
2. The author may require prior approval of the director and the cast of the production, such approval not to be unreasonably withheld.
3. a.) The license is valid only for the dates set forth above. Any date changes are subject to the approval of Dramatists Play Service, Inc.  
b.) Dramatists Play Service must be notified of any cancellations or additions to the run immediately, and in writing.  
c.) Application for extension of the run beyond the designated closing date must be submitted in writing and shall be subject to the approval of Dramatists Play Service, Inc.
4. In the event the play has not been presented within the time specified, or at the close of the continuous run of the presentation, all rights herein granted shall terminate and revert to the author, and the author shall have the right to retain any sums theretofore paid.

Remittance of Advance and Royalties in US\$:

5. a.) Due within 30 days are the two original signed agreements and a non-returnable US\$2000 (including a \$1500 advance against royalties, a \$200 score deposit, and a music rental fee of \$300 at \$150/week.)  
b.) Upon production, the author shall receive 10% of the weekly box office gross, or US\$750 per week, whichever is greater.

Requirements for Box Office Statements and All Royalty Payments:

6. a.) All figures above are in US\$. Gross amounts in foreign currency are to be converted to US\$ before royalty calculations. Remittance of royalty payments, accompanied by Daily, itemized box office statements and summary sheets for each and every performance, **SHALL BE MADE IN UNITED STATES DOLLARS ONLY**, and shall be made payable to, and in the name of, Dramatists Play Service, Inc.  
  
Such payment **SHALL BE MADE WEEKLY**.  
  
**INTERNATIONAL PAYMENTS** Shall be made in one of the following ways: You may pay by a check drawn on a Unites States Bank; you may wire transfer your payment to Dramatists Play Service, Inc., account #030-011930, routing #021-000-021 at Chase Manhattan Bank, 386 Park Avenue South, New York, New York 10016; or you may pay with a U.S. Dollar World Money Order.  
b.) Box office statements to substantiate royalty payments must be signed by a theatre official and countersigned by the company manager and owner.  
c.) Your failure to render such statements and to make payments due hereunder shall entitle us to revoke this license forthwith.

Required Billing and Credits:

7. a.) *(Unless otherwise stated in the Acting Edition):* The author shall receive billing as sole and exclusive author of the play in all programs distributed in connection with the performances of the play, and in

all instances in which the title of the play appears for the purpose of advertising, publicizing or otherwise exploiting the play and or a production thereof, including, without limitation, programs, souvenir books and playbills. Said credit for author shall appear either immediately above or below the title of the play, on a separate line on which no other word or name appears, and shall not be less than fifty (50%) percent of the size of the type used for the largest letter of the title of the play, and shall appear wherever and whenever the title of the play appears. No Person, firm or entity may receive credit larger than that accorded to the author.

- b.) Please refer to the copyright/caution page if the Dramatists Play Service Acting Edition of the Play for any additional billing and credit clauses.

**ADDITIONAL BILLING CLAUSE:**

The following acknowledgment shall appear on the title page of all programs distributed in connection with performances of the play:

QUILTERS was originally developed and produced by the Denver Center Theatre Company.

\*\*\*Please initial here to acknowledge your compliance: \_\_\_\_\_

8. a.) All programs shall carry a note as follows: "QUILTERS by Barbara Damashek and Molly Newman is presented by arrangement with Dramatists Play Service, Inc., in New York."  
b.) An author bio shall appear in all programs. If you cannot obtain a bio, please contact the Professional Rights Department.  
c.) Two copies of your program are to be submitted to the Dramatists Play Service prior to the final performance of the play.

**Additional Information:**

9. The author assumes no risk or responsibility on connection with the production or presentation of the play.  
10. All Rights other than those specifically granted are reserved to the author, and such reserved rights which are not granted under this agreement include, but are not limited to the motion picture, radio broadcasting, television, video or sound taping, all other forms of mechanical or electronic reproduction, such as retrieval systems, and the rights of translation in to foreign languages.  
11. The presentation of this play, or any play represented by Dramatists Play Service, Inc., without proper clearance will result in our withdrawing all commitments and setting new terms consistent with our collection policies.

Please indicate your acceptance of the foregoing by signing and returning to us both copies of this agreement. We look forward to hearing from you and wish you the very best success with your production.

Sincerely,

DRAMATISTS PLAY SERVICE, INC.

By \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Lewis Vaughan  
Professional Rights

AGREED AND ACCEPTED

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-b

Date: May 17, 2005

Subject: Agreement with MTI – Music Theatre International

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and MTI – Music Theatre International for royalties and rental materials for the production of Music Theatre International's "Schoolhouse Rock Live!" by Performance Riverside. This agreement includes royalties of \$675.00 for each performance, plus \$858.00 for security fee and rental materials. The term of this agreement is May 18, 2005 through May 11, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and MTI – Music Theatre International, from May 18, 2005, through May 11, 2006, for \$675.00 for each performance, plus \$858.00 for security fee and rental materials, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

**PRODUCTION CONTRACT**



**MUSIC THEATRE INTERNATIONAL**  
 421 West 54th Street, New York, NY 10019 • (212) 541-4684  
 Fax: (212) 397-4684 • E-Mail: Licensing@MTIShows.com • www.MTIShows.com

DATE: 4/15/2005 RUSSELL  
 CONTRACT#: 290332 CO:001  
 RE:  
 Expiration Date: 05/27/2005  
 Performance Dates:  
 5/03/2006 - 5/06/2006

Licensee: PERFORMANCE RIVERSIDE CUSTOMER ACCT: 6472070  
 ATTN.: CAROLYN QUINN  
 4800 MAGNOLIA AVENUE  
 RIVERSIDE CA 92506 1299

THIS IS A LICENSE FOR \*\* AN EQUITY \*\* PRODUCTION OF  
 SCHOOLHOUSE ROCK LIVE!

**Special Conditions:**

**ROYALTY**

ROYALTY A) 675.00 For Each Regular, Benefit or Other Performance  
 Provisions: Seating Limited to 1000 per Performance

**SECURITY FEE**

\$400.00 to be refunded following the safe timely return of the rented material to us, less handling/shipping/missing materials/  
 brokerage fees, late charges and/or any outstanding account obligations.

**RENTAL FEE**

\$ 425.00 for a standard set of materials or any part thereof (see below).

Please Add 7.750 Sales Tax to All Rental Items

**BILLING CREDITS**

For proper usage, refer to Section I, Paragraphs 4 (A & B) of the Performance License.

SCHOOLHOUSE ROCK LIVE!

Originally Adapted and Produced for the Stage by Theatre BAM  
 From the Series Created by George Newall and Tom Yohe  
 Based on an Idea by David McCall

Book by Scott Ferguson, George Keating and Kyle Hall  
 Music and Lyrics by Lynn Ahrens, Bob Dorough, Dave Frishberg, Kathy  
 Mandy, George Newall and Tom Yohe

**STANDARD RENTAL SET**

A standard set of materials is itemized below and is the ONLY acting edition authorized by the Authors and must be rented from  
 us as a condition of this offering. If the rental materials are needed in advance of the standard two-month rental period, they may  
 be rented for \$400.00 each extra month or part thereof, pending availability.

Rehearsal Set:  
 20 Libretto/Vocal Books  
 2 Piano-Conductor Score Act 1  
 2 Piano-Conductor Score Act 2

Orchestration:  
 1 Bass  
 1 Drums

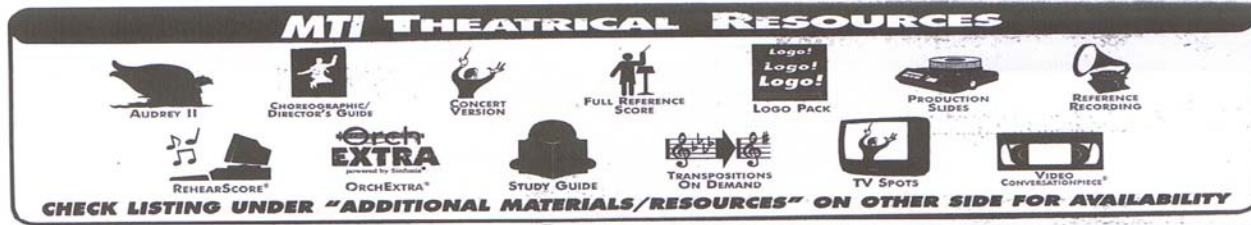
A props guide is available.

There is one unit set and the running time is 1hr 20 mins without an  
 intermission.

**ADDITIONAL MATERIALS/RESOURCES**

ITEM	ADDITIONAL	DAMAGED	MISSING
Lib/Vocal Books	\$ 6.25	\$ 12.50	\$ 125.00
Piano-Conductor Scores	\$ 30.00	\$ 60.00	\$ 120.00
Orchestra Parts	\$ 15.00	\$ 30.00	\$ 60.00
: **Rehearsal Score \$250 * Logo Pack-Licensing \$50 ** :			
: *Also Available TRANS-ON-DEMAND* :			

(COMPLETE ALL INFORMATION ON REVERSE SIDE)



**CHECK LISTING UNDER "ADDITIONAL MATERIALS/RESOURCES" ON OTHER SIDE FOR AVAILABILITY**

**CONFIRMATION OF PERFORMANCE INFORMATION**

Please complete, sign and return with full payment. Refer to reverse side for all fees. Please PRINT.

Name of Show: \_\_\_\_\_

Name and address of place of performance: \_\_\_\_\_

Date(s) of performance(s): \_\_\_\_\_

**SHIP WITH:** Full Orchestration  No Orchestration  Partial/Alternate Orchestration   
(circle required orchestra parts on front of contract)

**ROYALTY:** (see front of contract for Royalty fees)  
 Royalty A for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of \_\_\_\_\_ \$  
 Royalty B for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of \_\_\_\_\_ \$  
 Royalty C for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of \_\_\_\_\_ \$

**RENTAL:** (see front of contract for Rental fees)  
 Rental fee for a standard set of materials \_\_\_\_\_ \$  
 Extra rental time for \_\_\_\_\_ months @ \$400.00 per month \_\_\_\_\_ \$

**Additional Materials/Resources** (See front of contract for availability)

RehearScore®: \$250.00  \_\_\_\_\_ \$

Reference Recording: \$20.00  Logo Pack: \$50.00  \_\_\_\_\_ \$

Other (please specify) \_\_\_\_\_ @ \$ \_\_\_\_\_ a total of \_\_\_\_\_ \$

\_\_\_\_\_ @ \$ \_\_\_\_\_ a total of \_\_\_\_\_ \$

\_\_\_\_\_ @ \$ \_\_\_\_\_ a total of \_\_\_\_\_ \$

\_\_\_\_\_ @ \$ \_\_\_\_\_ a total of \_\_\_\_\_ \$

**SECURITY FEE:** \_\_\_\_\_ \$ **400.00**

**TAX (NY, MN, CA PLEASE ADD APPLICABLE SALES TAX TO ALL RENTAL ITEMS):** \_\_\_\_\_ \$

**TOTAL \$** \_\_\_\_\_

**TOTAL AMOUNT ENCLOSED \$** \_\_\_\_\_  
**OUTSTANDING OBLIGATIONS \$** \_\_\_\_\_

**SHIPPING**

Shipment is made by standard ground service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: OVERNIGHT  SECOND DAY  GROUND

Shipping Address \_\_\_\_\_  
(NO P.O. Boxes)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

**PAYMENT**

**CHECK or MONEY ORDER** (No Personal Checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL.)

**CREDIT CARD:** VISA  MASTERCARD  AMERICAN EXPRESS   
 Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Name on card: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Amount: \_\_\_\_\_

**PURCHASE ORDERS:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

**ACCEPTANCE**

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at [www.MTIShows.com/PerfLicense](http://www.MTIShows.com/PerfLicense).

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RETURN ONE (1) COMPLETED COPY TO MTI**

MUSIC THEATRE INTERNATIONAL  
PERFORMANCE LICENSE  
www.MTIShows.com

**BUSINESS OFFICE**  
Tel: (212) 541-4684 Fax: (212) 397-4684  
Music Theatre International  
421 West 54th Street  
New York, NY 10019

**MTI MUSIC LIBRARY**  
Tel: (631) 491-0670  
Music Theatre International  
37 Edison Avenue  
West Babylon, NY 11704

**Please read this Performance License carefully and keep this copy for your records.**  
Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:  
a) you have read and understood the terms, conditions and provisions set forth below;  
b) you are authorized to enter into the Production Contract on behalf of Licensee; and  
c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

**I. COPYRIGHT PROVISIONS** — Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play: Under federal law, you may not make any changes, including but not limited to the following:**
  - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
  - b. You may not delete, in whole or in part, any material in the existing Play.
  - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
  - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
  - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI’s prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
  - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
  - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
  - a. **Recording:** This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing.
  - b. **Broadcast:** Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
  - a. **Author/Creator:** You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
  - b. **MTI:** You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:  
“**[Name of Play]**” is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 421 West 54th Street, New York, NY 10019  
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com
  - c. If your program contains cast and/or creative team bios, we encourage you to include bios for the authors as well as the MTI bio. Bios can be found on our website at [www.MTIShows.com/programbios](http://www.MTIShows.com/programbios) or obtained by request from MTI.
  - d. You must include the following warning in your program:  
“**The videotaping or other video or audio recording of this production is strictly prohibited.**”
  - e. **Logos:** You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
  - f. **Merchandise:** You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

**II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS**

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI’s BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI’s receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.

[Please keep reading - continued on other side]

4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

### III. MATERIALS RENTAL PROVISIONS

1. **Term:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided we have received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** We make no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials MUST be reported to our Business Office within forty-eight (48) hours upon your receipt of them, or you may be liable for full replacement charges upon their return to us.
5. **Shipping Charges:** You shall pay shipping charges BOTH WAYS for materials that we rent and/or supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to us. We ship by U.S. Mail, Air Freight, UPS or other carriers at our sole option. Any expense that we incur with respect to the delivery or return of the materials to our library shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to us, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, we shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to us of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to our Music Library address listed at the top of this License. **DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!**  
**Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.**
8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-c

Date: May 17, 2005

Subject: Agreement with Paul David Bryant

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Paul David Bryant for direction and choreography of two productions, "Ragtime" and "Broadway Musical #4" by Performance Riverside. This agreement includes \$16,000.00 plus a stipend for mileage and one night lodging for each week of rehearsals. The term of this agreement is July 1, 2005 through March 31, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Paul David Bryant for \$16,000.00 plus a stipend for mileage and one night lodging for each week of rehearsals from July 1, 2005 through March 31, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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



Independent Contractor Agreement  
Between  
Riverside Community College District  
And  
Paul David Bryant

This Agreement, entered into this May 18, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Paul David Bryant located at 285 Flower Street, Pasadena, California 91104, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning July 1, 2005, and will continue in effect until March 31, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

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

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

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

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

#### ARTICLE V. OBLIGATIONS OF CLIENT

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

#### ARTICLE VI. TERMINATION OF AGREEMENT

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

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or

promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

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

Riverside Community College District

Paul David Bryant

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

\_\_\_\_\_  
Paul David Bryant, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Riverside Community College District  
Independent Contractor Agreement with  
Paul David Bryant

SCOPE OF SERVICES

Director and Choreographer, "Ragtime"

Director and Choreographer, "Broadway Musical #4"

Paul David Bryant will direct the productions and choreograph the musical dances and for "Ragtime" and the "Broadway Musical #4" (March and April Performances – to be announced after July 1, 2005) by Performance Riverside. With this agreement, Mr. Bryant will perform services and produce deliverables as detailed within this scope of service.

Mr. Bryant will:

1. Direct the production of "Ragtime" with services beginning after July 1, 2005, and continuing through September 16, 2005, opening night.
2. Choreograph the musical numbers for the production of "Ragtime" with services beginning after July 1, 2005, and continuing through September 16, 2005.
3. Direct the production of "Broadway Musical #4" (March and April Performances) with services beginning on February 24, 2006, and continuing through April 9, 2006.
4. Choreograph the musical numbers for the production of "Broadway Musical #4" with services beginning on February 24, 2006, and continuing through April 9, 2006.

Deliverables

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

- Direction for the production of "Ragtime" with services beginning after July 1, 2005, and continuing through September 16, 2005.
- Choreography for the production of "Ragtime" with services beginning after July 1, 2005, and continuing through September 16, 2005.

- Direction for the production of “Broadway Musical #4” with services beginning on February 24, 2006, and continuing through April 9, 2006.
- Choreography for the production of “Broadway Musical #4” with services beginning on February 24, 2006, and continuing through April 9, 2006.

Payment for the four services listed above will total a fee of \$16,000.00 plus a mileage stipend and one night a week lodging for the periods beginning August 15, 2005 through September 16, 2005, and March 31, 2006 through April 9, 2006. One payment of \$8,500.00 will be paid on September 16, 2005, for the direction and choreography of “Ragtime” and another payment of \$7,500.00 on April 9, 2006 for the direction and choreography of “Broadway Musical #4”.

EXHIBIT B

Riverside Community College District  
Independent Contractor Agreement with  
Paul David Bryant

COMPENSATION

Direction and Choreography

1. As compensation for the services to be rendered, Client shall pay to the Contractor amount equal to \$8,500.00 for delivery of the direction and choreography of "Ragtime," and amount equal \$7,500.00 for delivery of the direction and choreography of "Broadway Musical #4". The agreed upon total of \$16,000.00 does not include a mileage stipend and one night's lodging during rehearsal weeks. One payment of \$8,500.00 will be made on September 16, 2005 and \$7,500.00 will be made on April 9, 2006.
2. If the Contractor does not deliver the aforementioned services for the productions of "Ragtime" and "Broadway Musical #4", no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-d

Date: May 17, 2005

Subject: Revised Agreement with 5<sup>th</sup> Avenue Theatre Association

Background: Attached for the Board's review and consideration is a proposed agreement that is a revision of the agreement that was approved on April 19, 2005, item V-A-8-b, between Riverside Community College District and 5<sup>th</sup> Avenue Theatre Association. This revision is for the transfer and use of only the set of 5<sup>th</sup> Avenue Theatre Association's production of "A Funny thing Happened on the Way to the Forum". This revised agreement is for a total fee of \$11,900.00 plus \$2,250.00 payment to Jeffrey Cook, set designer. The term of this agreement is May 18, 2005, through June 29, 2005. Funding source: General Fund.

The vendor in this contract is not a consultant. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the revised agreement between Riverside Community College District and 5<sup>th</sup> Avenue Theatre Association, from May 18, 2005, through June 29, 2005, for an amount not to exceed \$14,150.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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



Revised Agreement  
Between  
Riverside Community College District  
And  
5<sup>th</sup> Avenue Theatre Association

This Revised Agreement, entered into May 17, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and 5<sup>th</sup> Avenue Theatre Association located at 1308 5<sup>th</sup> Avenue, Suite 300, Seattle, Washington 98101 hereinafter referred to as the "Contractor"; for the transfer of only the sets of 5<sup>th</sup> Avenue Theatre Association's production of "A Funny Thing Happened on the Way to the Forum" as a rental resource under the terms described herein.

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning May 18, 2005, and will continue in effect until completion of the production on June 19, 2005. The set will be returned to 5<sup>th</sup> Avenue in good repair.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

- 4.02 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.03 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

#### ARTICLE V. OBLIGATIONS OF CLIENT

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

#### ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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

Riverside Community College District

5<sup>th</sup> Avenue Theatre Association

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

\_\_\_\_\_  
Marilynn Sheldon, Managing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Riverside Community College District  
Revised Agreement with  
5<sup>th</sup> Avenue Theatre Association

SCOPE OF SERVICES

Set Transfer and Rental

“A Funny Thing Happened on the Way to the Forum”

5<sup>th</sup> Avenue Theatre Association is a producing theatre that will transfer the sets of the 5<sup>th</sup> Avenue Theatre Association’s production of “A Funny Thing Happened on the Way to the Forum” as a rental resource under the terms described herein.

5<sup>th</sup> Avenue Theatre Association will:

1. In consideration of 10% of the declared value of the physical production, \$11,000.00, and 50% of the shipping costs to Riverside Community College District, (\$900.00); the 5<sup>th</sup> Avenue Theatre Association agrees to rent the set for “A Funny Thing Happened on the Way to the Forum” to Riverside Community College District/Performance Riverside.
2. Provide written confirmation from Jeffrey Cook, Set Designer, that 5<sup>th</sup> Avenue Theatre Association can represent them in the collection of royalties.

In addition to rental costs, the client must provide the following:

- A Design Royalty of \$2,250 to Set Designer Jeffrey Cook by check made out to Jeffrey Cook and sent in care of the 5<sup>th</sup> Avenue Theatre Association and received two weeks prior to the opening night performance (June 3, 2005) with appropriate program credit given.
- A Certificate of Insurance against damage and/or destruction of the physical production in the amount of \$125,000 (One Hundred and Twenty-Five Thousand Dollars).

Forum will be transferred and rented in good condition and will include the following:

- All set pieces.
- The guide photos of the 5<sup>th</sup> Avenue Theatre production and of the set as it is loaded out will be provided in computer formats.
- a set production bible

- Upon completion of the production, the sets will be returned to the 5<sup>th</sup> Avenue Theatre Association in good repair.

#### Deliverables

The following will be delivered to the Client:

- All set pieces.
- The guide photos of the 5<sup>th</sup> Avenue Theatre production and of the set as it is loaded out will be provided in computer formats.
- a production bible.

The payment for these items listed above will total a fee of \$11,000 for set rental and \$900 for shipping of the set, previously invoiced and paid; and \$2,250 to Set Designer Jeffrey Cook for an amount not to exceed \$14,150.00.

EXHIBIT B

Riverside Community College District  
Revised Agreement with  
5<sup>th</sup> Avenue Theatre Association

COMPENSATION

Transfer of only the sets of the 5<sup>th</sup> Avenue Theatre Association's production of "A Funny Thing Happened on the Way to the Forum" as a rental resource.

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to 10% of the declared value of the physical production \$11,000.00 and 50% of the shipping costs to Riverside Community College District, or \$900.00, previously invoiced and paid.
2. A Design Royalty of \$2,250 to Set Designer Jeffrey Cook by check made out to Jeffrey Cook and sent in care of the 5<sup>th</sup> Avenue Theatre Association (after client has received written confirmation that 5<sup>th</sup> Avenue Theatre can represent him in the collection of royalties) and received two weeks prior to the June 3, 2005 opening night performance.

Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-7-a

Date: May 17, 2005

Subject: Agreement with Robert Argueta

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Robert Argueta to provide services as the stage manager for the production of "And The World Goes Round". These services will be used by the Summer Conservatory to mount a production for 5 performances. The term of the agreement is June 20, 2005 through July 31, 2005 for a fee of \$1,000.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Robert Argueta from June 20, 2005 through July 31, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jodi Julian  
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN ROBERT ARGUETA  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 18<sup>TH</sup> day of May, 2005 by and between Robert Argueta, 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. Stage Manager for District's Summer Conservatory production of "And the World Goes Round ", with scheduled performances on July 28-July 31, 2005.
  - b. Provide all necessary Sound Design responsibilities to facilitate the performance of "And The World Goes Round".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from June 20-July31, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00, payable on July 31,2005.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Robert Argueta

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor,  
Administration and Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-7-b

Date: May 17, 2005

Subject: Agreement with Aubrey Ball

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Aubrey Ball to provide services as the costume coordinator for the production of "And The World Goes Round". These services will be used by the Summer Conservatory to mount a production for 5 performances. The term of the agreement is June 20, 2005 through July 31, 2005 for a fee of \$1,000.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Aubrey Ball from June 20, 2005 through July 31, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jodi Julian  
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN AUBREY BALL  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 18<sup>TH</sup> day of May, 2005 by and between, Aubrey Ball, 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. Costume Coordinator for District's Summer Conservatory production of "And the World Goes Round ", with scheduled performances on July 28-July 31, 2005.
  - b. Provide all necessary costume coordinator responsibilities to facilitate the performance of "And The World Goes Round".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from June 20-July31, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00, payable on July 31, 2005.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Aubrey Ball

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-7-c

Date: May 17, 2005

Subject: Agreement with Hilary Bauer

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Hilary Bauer to provide services as a guest artist for the Summer conservatory. These services will be used by the Summer Conservatory to give a workshop on "Audition/Coldreading". The term of the agreement is June 27, 2005 through June 30, 2005 for a fee of \$800.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Hilary Bauer from June 27, 2005 through June 30, 2005, for an amount not to exceed \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jodi Julian  
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN HILARY BAUER  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 18<sup>TH</sup> day of May, 2005 by and between, HILARY BAUER, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Guest Artist for District's Summer Conservatory June 27-June 30, 2005.
  - b. Provide all necessary responsibilities to facilitate an "Audition/Cold Reading Workshop".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from June 27-June 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$800.00, payable on June 30, 2005.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Hilary Bauer

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-7-d

Date: May 17, 2005

Subject: Agreement with Scott Janssen

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Scott Janssen to provide services as the sound designer for the production of "And The World Goes Round". These services will be used by the Summer Conservatory to mount a production for 5 performances. The term of the agreement is July 26, 2005 through July 31, 2005 for a fee of \$2,000.00. Funding source: General Fund

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have 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 Scott Janssen from July 26, 2005 through July 31, 2005, for an amount not to exceed \$2,000.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jodi Julian  
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN SCOTT JANSSEN  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 18<sup>TH</sup> day of May, 2005 by and between, Scott Janssen, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Sound Designer for District's Summer Conservatory production of "And the World Goes Round ", with scheduled performances on July 28-July 31, 2005.
  - b. Provide all necessary Sound Design responsibilities to facilitate the performance of "And The World Goes Round".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from July 26-July31, 2005.
5. Payment in consideration of this agreement shall not exceed \$2000.00, payable on July 31, 2005.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Scott Janssen

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-7-e

Date: May 17, 2005

Subject: Agreement with Anthony Loa

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Anthony Loa to provide services as the choreographer for the production of "That's Entertainment". These services will be used by the Theatre Arts Department to mount a production for 1 performance. The term of the agreement is May 18, 2005 through June 5, 2005 for a fee of \$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 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 Anthony Loa from May 18, 2005 through June 5, 2005, for an amount not to exceed \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jodi Julian  
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN ANTHONY LOA  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 18<sup>TH</sup> day of May, 2005 by and between, Anthony Loa, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Choreographer for District's Fundraiser production of "That's Entertainment", with scheduled performances on June 5, 2005.
  - b. Provide all necessary Choreography responsibilities to facilitate the performance of "That's Entertainment".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from May18-June5, 2005.
5. Payment in consideration of this agreement shall not exceed \$500.00, payable on June 5, 2005.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Anthony Loa

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor,  
Administration and Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-7-f

Date: May 17, 2005

Subject: Agreement with Anthony Loa

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Anthony Loa to provide services as the choreographer for the production of "And The World Goes Round". These services will be used by the Summer Conservatory to mount a production for 5 performances. The term of the agreement is June 20, 2005 through July 31, 2005 for a fee of \$1,000.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Anthony Loa, from June 20, 2005 through July 31, 2005, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jodi Julian  
Asst. Professor, Theatre Arts

AGREEMENT BETWEEN ANTHONY LOA  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 18<sup>TH</sup> day of May, 2005 by and between, Anthony Loa, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Choreographer for District's Summer Conservatory production of "And the World Goes Round ", with scheduled performances on July 28-July 31, 2005.
  - b. Provide all necessary Choreography responsibilities to facilitate the performance of "And The World Goes Round".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from June 20-July31, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00, payable on July 31,2005.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Anthony Loa

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-7-g

Date: May 17, 2005

Subject: Agreement with Music Theatre International

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Music Theatre International to provide royalty, rental and security fees for the license for a non-equity production of "And The World Goes Round". These materials will be used by the Summer Conservatory to mount a production for 5 performances. The term of the agreement is June 20, 2005 through July 31, 2005 for a fee of \$1320.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Music Theatre International from June 20, 2005 through July 31, 2005, for an amount not to exceed \$1320.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jodi Julian  
Asst. Professor, Theatre Arts

**MUSIC THEATRE INTERNATIONAL**  
 421 West 54th Street, New York, NY 10019 • (212) 541-4684  
 Fax: (212) 397-4684 • E-Mail: Licensing@MTIShows.com • www.MTIShows.com

DATE: 3/22/2005 SHARON  
 CONTRACT#: 287557 CO:001  
 RE: 3/22/05  
 Expiration Date: 05/03/2005  
 Performance Dates:  
 7/28/2005 - 7/31/2005

Licensee: CUSTOMER ACCT: 0008644  
 RIVERSIDE COMMUNITY COLLEGE  
 ATTN: JODY JULIAN  
 4800 MAGNOLIA AVENUE  
 THEATRE DEPARTMENT  
 RIVERSIDE CA 92506

THIS IS A LICENSE FOR \*\* A NON-EQUITY \*\* PRODUCTION OF  
 WORLD GOES 'ROUND, THE

**Special Conditions:**

**ROYALTY**

ROYALTY A) \$5.00 For Each Regular, Benefit or Other Performance  
 Provisions: THE ROYALTY FEE IS BASED ON 75 SEATS & \$10 TIX PRICE  
 Seating Limited to 75 per Performance

**SECURITY FEE**

\$400.00 to be refunded following the safe timely return of the rented material to us, less handling/shipping/missing materials/  
 brokerage fees, late charges and/or any outstanding account obligations.

**RENTAL FEE**

\$ 250.00 for a standard set of materials or any part thereof (see below).  
 Please Add 7.750 Sales Tax to All Rental Items

**BILLING CREDITS**

For proper usage, refer to Section I, Paragraphs 4 (A & B) of the Performance License.

THE WORLD GOES 'ROUND	100%
Music by JOHN KANDER	50%
Lyrics by FRED EBB	50%
Conceived by SCOTT ELLIS, SUSAN STROMAN, DAVID THOMPSON	25%

\*\*\*when using choreographic manual, you must include the following credit:  
 "Original Choreography by Susan Stroman reproduced by (name of local choreographer)"

\*\*\*\*NO FURTHER KANDER & EBB SONGS MAY BE ADDED TO THIS SHOW\*\*\*\*

**STANDARD RENTAL SET**

A standard set of materials is itemized below and is the ONLY acting edition authorized by the Authors and must be rented from us as a condition of this offering. If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 each extra month or part thereof, pending availability.

- Rehearsal Set:  
 2 Libretto/Vocal Books  
 1 Piano-Conductor Score Act 1  
 1 Piano-Conductor Score Act 2  
 1 Song Pack

- Orchestration:  
 1 Reed (piccolo, flute, clarinet, soprano sax, alto sax)  
 1 Trumpet  
 1 Trombone  
 1 Drums  
 1 Synthesizer  
 1 Bass  
 1 Stage Piano (for "And All That Jazz")

**ADDITIONAL MATERIALS/RESOURCES**

ITEM	ADDITIONAL	DAMAGED	MISSING
Lib/Vocal Books	\$ 6.25	\$ 12.50	\$ 25.00
Piano-Conductor Scores	\$ 30.00	\$ 60.00	\$ 120.00
Orchestra Parts	\$ 15.00	\$ 30.00	\$ 60.00

--- \*\*Logo Pack-Licensing \$50 \* RehearScore \$250 \* Reference Recording \$20\*\* :  
 --- \*\*Choreo./Directors Guide \$100\*\* ---

**MTI THEATRICAL RESOURCES**

 Aubrey II	 CHOREOGRAPHY/ DIRECTOR'S GUIDE	 CONCERT VERSION	 FULL REFERENCE SCORE	 Logo! Logo! Logo Pack	 PRODUCTION SLIDES	 REFERENCE RECORDING
 REHEARSAL SCORE	 OrchEXTRA	 STUDY GUIDE	 TRANPOSITIONS ON DEMAND	 TV SPOTS	 VIDEO CONFERENCING	

**CHECK LISTING UNDER "ADDITIONAL MATERIALS/RESOURCES" ON OTHER SIDE FOR AVAILABILITY**

**CONFIRMATION OF PERFORMANCE INFORMATION**

*Please complete, sign and return with full payment. Refer to reverse side for all fees. Please PRINT.*

Name of Show: THE WORLD GOES ROUND

Name and address of place of performance: RCCD 4800 Magnolia Avenue

Date(s) of performance(s): July 28-31, 2005

SHIP WITH: Full Orchestration  No Orchestration  Partial/Alternate Orchestration   
(circle required orchestra parts on front of contract)

ROYALTY: Royalty A for 5 performance(s) @ \$ 95.00 per performance, a total of ..... \$ 475.00  
(see front of contract for Royalty fees)  
 Royalty B for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of ..... \$ \_\_\_\_\_  
 Royalty C for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of ..... \$ \_\_\_\_\_

RENTAL: Rental fee for a standard set of materials ..... \$ 250.00  
(see front of contract for Rental fees)  
 Extra rental time for \_\_\_\_\_ months @ \$400.00 per month ..... \$ \_\_\_\_\_

Additional Materials/Resources (See front of contract for availability)

RehearScore®: \$250.00  ..... \$ \_\_\_\_\_

Reference Recording: \$20.00  Logo Pack: \$50.00  ..... \$ \_\_\_\_\_

Other (please specify)  
Chore./Director Guide @ \$ 100.00 a total of ..... \$ 100.00  
3 @ \$ \_\_\_\_\_ a total of ..... \$ \_\_\_\_\_  
 @ \$ \_\_\_\_\_ a total of ..... \$ \_\_\_\_\_  
 @ \$ \_\_\_\_\_ a total of ..... \$ \_\_\_\_\_

SECURITY FEE: ..... \$ 400.00

TAX (NY, MN, CA PLEASE ADD APPLICABLE SALES TAX TO ALL RENTAL ITEMS): ..... \$ 95.00

TOTAL \$ 1320.00

TOTAL AMOUNT ENCLOSED \$	_____
OUTSTANDING OBLIGATIONS \$	_____

**SHIPPING**

Shipment is made by standard ground service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions:  OVERNIGHT  SECOND DAY  GROUND

Shipping Address 4800 Magnolia Avenue

(NO P.O. Boxes)

City Riverside State CA Zip 92506

Daytime Phone Number 951 222-8739 Fax Number 951 328-3531

Email Address jodi.julian@rcc.edu

**PAYMENT**

CHECK or MONEY ORDER (No Personal Checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL.)

CREDIT CARD: VISA  MASTERCARD  AMERICAN EXPRESS

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on card: \_\_\_\_\_

Signature: \_\_\_\_\_ Amount: \_\_\_\_\_

PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

**ACCEPTANCE**

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MUSIC THEATRE INTERNATIONAL  
PERFORMANCE LICENSE  
www.MTIShows.com

BUSINESS OFFICE  
Tel: (212) 541-4684 Fax: (212) 397-4684  
Music Theatre International  
421 West 54th Street  
New York, NY 10019

MTI MUSIC LIBRARY  
Tel: (631) 491-0670  
Music Theatre International  
37 Edison Avenue  
West Babylon, NY 11704

*Please read this Performance License carefully and keep this copy for your records.*

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

**I. COPYRIGHT PROVISIONS** — Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
  - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
  - b. You may not delete, in whole or in part, any material in the existing Play.
  - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
  - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
  - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI’s prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
  - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
  - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph 1.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
  - a. Recording: This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiotape, videotape, film, CD, DVD and other digital sequencing.
  - b. Broadcast: Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
  - a. Author/Creator: You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
  - b. MTI: You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:

“[Name of Play]” is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 421 West 54th Street, New York, NY 10019  
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com
  - c. If your program contains cast and/or creative team bios, we encourage you to include bios for the authors as well as the MTI bio. Bios can be found on our website at [www.MTIShows.com/programbios](http://www.MTIShows.com/programbios) or obtained by request from MTI.
  - d. You must include the following warning in your program:

“The videotaping or other video or audio recording of this production is strictly prohibited.”
  - e. Logos: You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
  - f. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

**II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS**

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI’s BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI’s receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.

[Please keep reading - continued on other side]

4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

### III. MATERIALS RENTAL PROVISIONS

1. **Term:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided we have received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** We make no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials MUST be reported to our Business Office within forty-eight (48) hours upon your receipt of them, or you may be liable for full replacement charges upon their return to us.
5. **Shipping Charges:** You shall pay shipping charges BOTH WAYS for materials that we rent and/or supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to us. We ship by U.S. Mail, Air Freight, UPS or other carriers at our sole option. Any expense that we incur with respect to the delivery or return of the materials to our library shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to us, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, we shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to us of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to our Music Library address listed at the top of this License. **DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!** Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.
8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No: V-A-7-h

Date: May 17, 2005

Subject: Agreement with Music Theatre International

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Music Theatre International to provide royalty, rental and security fees for the license for a non-equity production of "Godspell". These materials will be used by the Off Broadway Play Series to mount a production for five performances. The term of the agreement is September 1, 2005 through October 30, 2005 for a fee of \$1320.00. Funding source: General Fund

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Music Theatre International from Sept 1, 2005 through October 30, 2005, for an amount not to exceed \$1320.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Jodi Julian  
Asst. Professor, Theatre Arts



**PRODUCTION CONTRACT**



**MUSIC THEATRE INTERNATIONAL**  
 421 West 54th Street, New York, NY 10019 • (212) 541-4684  
 Fax: (212) 397-4684 • E-Mail: Licensing@MTIShows.com • www.MTIShows.com

DATE: 3/17/2005 SHAKOH  
 CONTRACT#: 286450 CORDON  
 Exp: 3/18/05  
 Expiration Date: 04/28/2005  
 Performance Dates:  
 10/28/2005 - 10/30/2005

Licensee: CUSTOMER ACCT# 0008644  
 RIVERSIDE COMMUNITY COLLEGE  
 ATTN: JODI JULIAN  
 4800 MAGNOLIA AVENUE  
 THEATRE DEPARTMENT  
 RIVERSIDE CA 92506

THIS IS A LICENSE FOR \*\* A NON-EQUITY \*\* PRODUCTION OF  
 GODSPELL

**Special Conditions:**

**ROYALTY**

ROYALTY A) 75.00 For Each Regular, Benefit or Other Performance  
 Provisions: THE ROYALTY FEE IS BASED ON 75 SEATS \$10 & \$5 TIX  
 Seating Limited to 75 per Performance

**SECURITY FEE**

\$400.00 to be refunded following the safe timely return of the rented material to us, less handling/shipping/missing materials/  
 brokerage fees, late charges and/or any outstanding account obligations.

**RENTAL FEE**

\$ 450.00 for a standard set of materials on any part thereof (see below).

Please Add 7.750 Sales Tax to All Rental Items

**BILLING CREDITS**

For proper usage, refer to Section I, Paragraphs 4 [A & B] of the Performance License.

GODSPELL	100%
Conceived and Originally Directed by JOHN-MICHAEL YEBELAK	50%
MUSIC AND NEW LYRICS BY STEPHEN SCHWARTZ	50%
Originally Produced on the New York Stage by	25%
EDGAR LANSEBURY / STUART DUNCAN / JOSEPH BERUH	25%

In the event that any program of the PLAY shall list the individual songs  
 thereof, such listing shall indicate that the music for "By My Side" was  
 written by PEGGY CORDON and the lyrics thereof by JAY HAMBURGER

**STANDARD RENTAL SET**

A standard set of materials is itemized below and is the ONLY acting edition authorized by the Authors and must be rented from  
 us as a condition of this offering. If the rental materials are needed in advance of the standard two-month rental period, they may  
 be rented for \$400.00 each extra month or part thereof, pending availability.

- Rehearsal Set:  
 15 Libretto/Vocal  
 2 Piano Vocal  
 1 Study Guide
- Orchestration:  
 1 Guitar  
 1 Bass  
 1 Drum

**ADDITIONAL MATERIALS/RESOURCES**

ITEM	ADDITIONAL	DAMAGED	MISSING
Lib/Vocal Books	\$ 6.25	\$ 12.50	\$ 25.00
Piano Vocal Score	\$ 20.00	\$ 40.00	\$ 80.00
Orchestra Parts	\$ 15.00	\$ 30.00	\$ 60.00

---  
 : \*\* Reference Recording \$20 \* RehearScore \$250 \*\* :  
 : \*\* Study Guides \$5.95 each \* Transpositions-On-Demand \*\* :  
 : \*\* Logo Pack \$50 \*\* :  
 ---

**MTI THEATRICAL RESOURCES**

**CHECK LISTING UNDER "ADDITIONAL MATERIALS/RESOURCES" ON OTHER SIDE FOR AVAILABILITY**

**CONFIRMATION OF PERFORMANCE INFORMATION**

*Please complete, sign and return with full payment. Refer to reverse side for all fees. Please PRINT.*

Name of Show: Godspell

Name and address of place of performance: RCCO 4800 Magnolia Avenue

Date(s) of performance(s): Oct 28 - 30, 2005

SHIP WITH: Full Orchestration  No Orchestration  Partial/Alternate Orchestration

ROYALTY: Royalty A for 5 performance(s) @ \$ 75.00 per performance, a total of.....\$ 375.00

Royalty B for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of.....\$ \_\_\_\_\_

Royalty C for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of.....\$ \_\_\_\_\_

RENTAL: Rental fee for a standard set of materials.....\$ 450.00

Extra rental time for \_\_\_\_\_ months @ \$400.00 per month.....\$ \_\_\_\_\_

Additional Materials/Resources (See front of contract for availability)

Rehearsal Score: \$250.00 .....\$ \_\_\_\_\_

Reference Recording: \$20.00  Logo Pack: \$50.00 .....\$ \_\_\_\_\_

Other (please specify) \_\_\_\_\_ @ \$ \_\_\_\_\_ a total of.....\$ \_\_\_\_\_

\_\_\_\_\_ @ \$ \_\_\_\_\_ a total of.....\$ \_\_\_\_\_

\_\_\_\_\_ @ \$ \_\_\_\_\_ a total of.....\$ \_\_\_\_\_

\_\_\_\_\_ @ \$ \_\_\_\_\_ a total of.....\$ \_\_\_\_\_

SECURITY FEE:.....\$ 400.00

TAX (NY, MN, CA PLEASE ADD APPLICABLE SALES TAX TO ALL RENTAL ITEMS):.....\$ 95.00

TOTAL \$ 1320.00

TOTAL AMOUNT ENCLOSED \$ \_\_\_\_\_  
OUTSTANDING OBLIGATIONS \$ \_\_\_\_\_

**SHIPPING**

*Shipment is made by standard ground service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier unless otherwise instructed.*

Special Shipping Instructions: OVERNIGHT  SECOND DAY  GROUND

Shipping Address 4800 Magnolia Avenue

(NO P.O. Boxes)

City Riverside State CA Zip 92506

Daytime Phone Number 951 222-8739 Fax Number 951 222-328-3535

Email Address jodi.julian@rcc.edu

**PAYMENT**

CHECK or MONEY ORDER (No Personal Checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL.)

CREDIT CARD: VISA  MASTERCARD  AMERICAN EXPRESS

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on card: \_\_\_\_\_

Signature: \_\_\_\_\_ Amount: \_\_\_\_\_

PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

**ACCEPTANCE**

*By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerLicense.*

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MUSIC THEATRE INTERNATIONAL  
PERFORMANCE LICENSE  
www.MTIShows.com

BUSINESS OFFICE  
Tel: (212) 541-4684 Fax: (212) 397-4684  
Music Theatre International  
421 West 54th Street  
New York, NY 10019

MTI MUSIC LIBRARY  
Tel: (631) 491-0670  
Music Theatre International  
37 Edison Avenue  
West Babylon, NY 11704

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

**I. COPYRIGHT PROVISIONS** — Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
  - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
  - b. You may not delete, in whole or in part, any material in the existing Play.
  - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
  - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
  - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI’s prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
  - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
  - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
  - a. Recording: This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing.
  - b. Broadcast: Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
  - a. Author/Creator: You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
  - b. MTI: You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:

“[Name of Play] is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 421 West 54th Street, New York, NY 10019  
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com
  - c. If your program contains cast and/or creative team bios, we encourage you to include bios for the authors as well as the MTI bio. Bios can be found on our website at [www.MTIShows.com/programbios](http://www.MTIShows.com/programbios) or obtained by request from MTI.
  - d. You must include the following warning in your program:

“The videotaping or other video or audio recording of this production is strictly prohibited.”
  - e. Logos: You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
  - f. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

**II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS**

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI’s BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI’s receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.

[Please keep reading - continued on other side]

4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

### III. MATERIALS RENTAL PROVISIONS

1. **Term:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided we have received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** We make no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials MUST be reported to our Business Office within forty-eight (48) hours upon your receipt of them, or you may be liable for full replacement charges upon their return to us.
5. **Shipping Charges:** You shall pay shipping charges BOTH WAYS for materials that we rent and/or supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to us. We ship by U.S. Mail, Air Freight, UPS or other carriers at our sole option. Any expense that we incur with respect to the delivery or return of the materials to our library shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to us, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, we shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to us of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to our Music Library address listed at the top of this License. **DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!**  
Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.
8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-7-i

Date: May 17, 2005

Subject: Agreement with Dan Blessinger

Background: Attached for the Board's review and consideration is a proposed production agreement between Riverside Community College District and Dan Blessinger to perform as recording engineer for the Riverside Community College Vocal Jazz Ensemble. The term of the agreement is from May 20, 2005 through May 27, 2005 for a total of \$2,200.00. Funding Source: General fund.

The service provider identified in this agreement does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such he is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by 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 Dan Blessinger from May 20, 2005 - May 27, 2005 for an amount not to exceed \$2,200.00 and authorize the Vice President, Administration and Finance, to sign the agreement

Salvatore G. Rotella  
President

Prepared by: Dina Humble  
Assistant Professor, Performing Arts Department

AGREEMENT BETWEEN DAN BLESSINGER  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 18<sup>th</sup> day of May, 2005 by and between Dan Blessinger, 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. Recording Engineer for District's Vocal Jazz Ensemble.  
Provide all necessary recording, mixing and mastering responsibilities for the District's Vocal Jazz Ensemble CD recording project.
2. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from May 20-May 27, 2005.
4. Payment in consideration of this agreement shall not exceed \$2200.00, payable on May 27, 2005.
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.

Dan Blessinger

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-a

Date: May 17, 2005

Subject: Agreement with Judy Robb

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Judy Robb, to facilitate a two day strategic planning session of the Desert Regional Consortium. The term of the agreement is May 18, 2005 through June 30, 2005, total expenses not to exceed \$3,380.00. Funding source: VTEA 1-B, State Leadership.

The consultant identified in this agreement does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the regulations for board policy 1080, conflict of interest code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Director Administrative Services.

Recommended Action: It is recommended that the Board approve the agreement with Judy Robb for May 18, 2005 through June 30, 2005 for an amount not to exceed \$3,380.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Ron Vito  
Dean, Occupational Education

Agreement Between  
Robb Group (Judy Robb)  
and Riverside Community College

THIS AGREEMENT is made and entered into by and between Riverside Community College District (District) and the Robb Group (Judy Robb-Facilitator) on May 18, 2005.

The parties hereto mutually agree as follows:

1. The Facilitator agrees to facilitate a two-day strategic-planning off-site session for the Desert Regional Consortium in June 2005 and provide the following services:
  - a. Identify, through pre-session planning meeting the a team for the Desert Regional Consortium the outcomes expected from the off-site session and the methods and processes to be used during the session
  - b. Facilitate the off-site session
  - c. Summarize results developed during the off-site session.
2. The service outlined in Paragraph 1 will be provided at a location determined by Riverside Community College. The District shall provide the Facilitator with adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
3. The service rendered by the Facilitator is subject to review and supervision by Riverside Community College's Chancellor and other designated representatives of the District.
4. The term of this agreement shall begin on May 18, 2005 and end June 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$3,380, including Facilitator fee and travel expenses.
6. Facilitator 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 Facilitator.
7. Facilitator 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.

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Judy Robb, Facilitator  
Robb Group

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-b

Date: May 17, 2005

Subject: Consultant Agreement with Higher Education Evaluation and Research Group (Norena Norton Badway, Ph.D.-Speaker)

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Higher Education Evaluation and Research Group (Norena Norton Badway, Ph.D. -Speaker), to facilitate a two-day workshop on student learning outcomes for administrators and faculty participants from partnering colleges in the Desert Regional Consortium, in June, 2005, total expenses not to exceed \$3,000. Funding source: VTEA 1-B, State Leadership.

The consultant identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the regulations for board policy 1080, conflict of interest code. This MOU has been reviewed by Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve the Agreement with the Higher Education Research Group, for \$3,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Ron Vito  
Dean, Occupational Education

Agreement Between  
Higher Education Evaluation and Research Group (Norena Norton Badway, Ph.D.)  
and Riverside Community College

THIS AGREEMENT is made and entered into by and between Riverside Community College District (District) and Higher Education Evaluation and Research Group (Norena Norton Badway, Ph.D.-Speaker) on May 17, 2005.

The parties hereto mutually agree as follows:

1. The Speaker agrees to provide the following services:
  - a. Present two-day workshop on "Student Learning Outcomes" in June 2005.
  - b. The workshop shall follow the format set by the California Community Colleges Chancellor's Office and in accordance with the 2004-05 State Leadership grant terms and conditions.
2. The service outlined in Paragraph 1 will be provided at a location determined by Riverside Community College. The District shall provide the Speaker with adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
3. The service rendered by the Speaker is subject to review and supervision by Riverside Community College's Chancellor and other designated representatives of the District.
4. The term of this agreement shall begin on June 1, 2005 and end June 30, 2005.
5. Payment in consideration of this agreement shall not exceed \$3,000, including Speaker fee and travel expenses.
6. Speaker shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors, or omissions of the Speaker.
7. Speaker shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status, or sex.

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

---

Norena Norton Badway, Ph.D., Speaker  
Higher Education Evaluation  
and Research Group

---

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-c

Date: May 17, 2005

Subject: Memorandum of Understanding with the Riverside County Economic  
Development Agency (EDA)

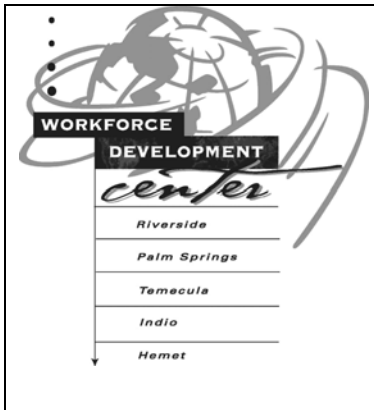
Background: Attached for the Board's review and consideration is a proposed modification to an existing Memorandum of Understanding between Riverside Community College District (Culinary Academy) and the Riverside County Economic Development Agency (EDA). This modification includes an additional \$50,000.00 from the EDA, in addition to the original \$50,000.00 that had been allocated to the Culinary Academy. These funds totaling \$100,000.00 will be utilized for a one-time purchase of upgraded kitchen equipment. Also included in the agreement whereby EDA shall reimburse RCCD \$2,450.46 for the purchase of a drop-in steam table and the EDA will invoice the District \$1,154.66 annually for a storage unit. The term of the original agreement is July 1, 2004 through June 30, 2005. Funding source: EDA and General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the modification to the Memorandum of Understanding with the EDA. EDA will provide \$100,000.00 for kitchen upgrades and \$2,450.46 reimbursement for a steam table, and the District \$1,154.66, for July 1, 2004 through June 30, 2005 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Ron Vito  
Dean, Occupational Education



**MEMORANDUM OF UNDERSTANDING  
BY AND AMONG  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT  
AGENCY  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

*This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and among the Riverside County Economic Development Agency, hereinafter "EDA," and Riverside Community College District, hereinafter "RCCD," regarding the operation of the Riverside County Culinary Academy.*

**IT IS UNDERSTOOD AND AGREED AS FOLLOWS:**

**I. TERM**

The initial term of this **Memorandum of Understanding Modification #1** shall be from July 1, 2004, through June 30, 2005. This Modification includes changes under section II. A, B, C, D, (new), E, and H. In addition, budget Exhibits A through D are attached to demonstrate contribution made by EDA. The undersigned are the designated representatives of EDA and RCCD under whom this Memorandum of Understanding shall be administered.

**II. SCOPE OF WORK**

**Duties and Responsibilities of EDA**

- A. EDA shall provide \$52,000 in funding for the current administrator. In the event the administrator vacates the position, the parties, RCCD and EDA, shall select and hire the administrator. This administrator shall report to RCCD and shall provide general restaurant management, including, but not limited to, long-range business planning, fiscal services for daily sales receipts and equipment inventory. In addition, the administrator position shall have other duties assigned by RCCD.
- B. EDA shall provide \$50,000 in funding for RCCD instructional staff. RCCD shall submit invoices on an annual basis to EDA Fiscal.

- C. The amount of compensation paid to RCCD by EDA for salaries under this MOU **shall not exceed the sum of \$102,000** for Program Year 2004/05.
- D. EDA shall contribute \$100,000 for a one-time purchase of upgraded kitchen equipment to provide a state-of-the art learning environment at the Riverside County Culinary Academy. The purchase of the kitchen equipment shall be conducted by EDA.
- E. EDA shall provide maintenance and upkeep of all facilities, with the exception of preventative maintenance of kitchen equipment and restaurant facilities that shall be the responsibility of RCCD. EDA shall provide, on loan, the following equipment: 12 computer workstations for classroom and staff, one computer for the cash register system, two print servers, one CD Writer, one Laser Jet 1300 printer and one HP LaserJet 2200. EDA shall procure the lease of a mobile mini storage unit as requested by RCCD in support of the Riverside County Culinary Academy. The lease shall be in compliance with EDA Procurement Policy Number 18-01, or its successor, in determining cost of leased equipment. EDA shall invoice RCCD for the cost of one storage unit at a rate of \$1,154.66 annually (rate subject to annual change). EDA shall reimburse RCCD for purchase and installation of a Wells Drop-In Steam Table in the amount of \$2,450.46. Fund availability, need, cost and justification for lease of additional storage units shall be reviewed annually by EDA.
- F. EDA shall receive written notice from RCCD within ten working days of any proposed changes to textbooks, supplies, uniforms, curriculum, uniform logos, brochures or marketing materials regarding the Culinary Academy.
- G. EDA shall receive all facility (restaurant/baking) income to cover the replacement of all food costs and to offset utilities and all other operating expenses. EDA shall provide all replacement of pots, pans, cooking utensils, dishes and silverware due to breakage, excessive wear or theft. Any overages or shortages in daily sales receipts shall be self-certified in writing by RCCD instructional staff for EDA fiscal staff. In the event expected revenue does not exceed budgeted costs the difference shall be off-set by EDA funds.
- H. EDA shall pay RCCD for applicable course registration fees per Workforce Investment Act (WIA) participant. When eligible, course registration fees for WIA participants shall be paid with federal and/or state financial assistance in the form of federal Pell Grants, Cal Grants or Board of

Governors waiver (BOG) registration fee waiver. The student may apply for and receive eligibility determination of federal and state financial assistance and waivers at the time of registration through Riverside Community College District. The BOG is used to cover student registration fees at California community college institutions. In the event a student is eligible for financial assistance in the form of a BOG, after payment has been made for registration, RCCD shall refund EDA the total amount of registration fees, within 30 days of student registration for the Riverside County Culinary Academy program.

- I. ALL PARTIES shall agree that employee and contractual procedures for staff will be the responsibility of each agency.
- J. ALL PARTIES shall agree that an EDA liaison shall be assigned to meet on a monthly basis to review program operations with the RCCD culinary administrator.
- K. ALL PARTIES shall agree that an EDA liaison shall be assigned to meet on a monthly basis to facilitate the Student Advisory Committee. The EDA liaison shall receive input from the Student Advisory Committee and provide that information to the administrator on a monthly basis.
- L. ALL PARTIES shall agree that the EDA liaison shall be immediately notified by the administrator of any issues regarding WIA participant attendance.

#### **Duties and Responsibilities of RCCD**

- M. RCCD shall pay the associated costs of ongoing preventative maintenance of kitchen equipment and cash register system. RCCD shall provide annual financial statements of all costs related to the Riverside County Culinary Academy to EDA within 45 days of the close of the fiscal year.
- N. RCCD shall assign one administrator to provide oversight for the Riverside County Culinary Academy.
- O. RCCD shall assign an administrator to provide supervision and technical assistance for all operational aspects of the restaurant operation. The administrator shall report to RCCD, and EDA shall reimburse RCCD for the wages and benefits of this administrator on an annual basis, not to exceed \$52,000 for the 12-month term of this MOU. RCCD shall provide

EDA annually with a copy of the job description for the administrator. RCCD shall submit invoices on an annual basis to EDA fiscal.

- P. RCCD shall provide ongoing instructional materials and supplies for the RCCD baking and pastry sessions of the program for the term of the program.
- Q. ALL PARTIES shall agree that employee and contractual procedures for staff will be the responsibility of each agency.
- R. ALL PARTIES shall agree that an administrator shall be assigned to meet on a monthly basis to review program operations with the EDA liaison.
- S. ALL PARTIES shall agree that an administrator shall ensure the formation of the monthly meeting of the Student Advisory Committee. The EDA liaison shall receive input from the Student Advisory Committee and provide that information to the administrator on a monthly basis.
- T. ALL PARTIES shall agree that the administrator shall immediately notify the EDA liaison of any issues regarding WIA participant attendance.

### III. CERTIFICATIONS

#### **Article XI. Resource List for Applicable Laws, Rules and Regulations**

This is only a partial list of applicable laws, rules and regulations governing this Agreement. Contractor is fully responsible for knowing any applicable statute or regulation or rule as it affects this Agreement.

**The Workforce Investment Act Interim Final Rule** – 20 CFR Part 652, et al., Friday, August 11, 2000.

**The terms and conditions of this Agreement** and all applicable federal, state, and local laws, regulations, and policies and amendments thereto.

**Any provisions made by the County** that were imposed upon the County by the Sub-grantee and the State of California with respect to grant application for funds under the WIA program.

**County of Riverside WIA policies** as set forth in the Request for Proposal for the WIA Programs.

**County of Riverside administrative procedures** and technical assistance released in the form of field memorandums and policy manuals.

**29 CFR Part 93**, Lobbying restrictions and costs prohibited, including costs of salaries or expense related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

- A. **Age Discrimination in Employment Act** (1967) makes it unlawful for an employer with 20 or more employees to discriminate against individuals that are 40 years or older, with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of age. The Equal Employment Opportunity Commission enforces the Act.
- B. **Americans with Disabilities Act** (1990) makes it unlawful for an employer, with 15 or more employees, to discriminate against qualified individuals with disabilities with respect to hiring, compensation, terms, conditions, and privileges of employment. The Equal Opportunity Commission enforces the Act.
- C. **Anti-Kickback Act** (1986) is defined to mean any money, fee, commission, credit, gift, gratuity, thing of value, or any compensation of any kind provided, directly or indirectly to any contractor, contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract. The Act is enforced by the Federal Acquisition Regulations (FAR 52.203-7).
- D. **Civil Rights Act** (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws. In addition; during the performance of this subgrant/contract, Subgrantee/Contractor and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees/Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee/Contractor and sub-contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2,



and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant/contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:

1. The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders. Reporting requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code.
2. That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

F. **Davis-Bacon Act** (1931) applies to federal construction and repair contracts over \$2,000. The Act requires contractors to pay their employees a specific minimum wage prevalent for similar work in a specific geographic area. The Wage and Hour Division of the Department of Labor enforce the Act.

G. **Debarment and Suspension Certification:** By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor, to the best of its knowledge and belief, that it principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission

of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property:

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State or local) with commission of any of the offenses enumerated in paragraph 2 above;
4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal State or local) terminated for cause of default;
5. When the prospective primary Contractor or sub-contractor where applicable, is unable to certify to the foregoing certification such Contractor or Subcontractor will provide an explanation to the County prior to execution of this Agreement.

H. **Drug Free Workplace:** By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug free workplace;
  - Any available counseling, rehabilitation and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations

3. Provide, as required by Government Code Section 8355©, that every employee who provides services under this Agreement will:

- receive a copy of the company's drug-free policy statement; and
- agree to abide by the terms of the company's statement as a condition of employment.

I. **Environmental Protection Regulations** under the:

**Clean Air & Water Act:** The Contractor assures that it complies with all applicable standards, order, or requirements under section 306 of the Clean Air Act (42) U.S. C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15). The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.

**Energy Policy and Conservation Act** (pub. L. 94-163), CONSULTANT requires Contractor shall ensure that his/her agency is in compliance with all applicable standards, order, or requirements. The authorized representative, in signing this agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.

J. **Employee Polygraph Protection Act** (1988) makes it unlawful for an employer to require, request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition, it prohibits the employer from threatening or taking any adverse employment action against an employee or applicant who refuses to take a lie detector test. A private right of action in the federal district courts enforces the Act.

K. **Executive Order 11246** (1965, amended 1996) prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, sex, national origin or religion and requires affirmative action to ensure equality of opportunity in all aspects of employment. The Office of Federal Compliance Contract Programs of the Department of Labor enforces the Order.

L. **Fair Labor Standards Act** (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Wage and Hour Division of the Department of Labor and private lawsuits, as amended by the Minimum Wage Increase Act of 1996, enforce the Act.

- M. **Family Medical Leave Act** (1991) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Wage and Hour Division of the Department of Labor enforce the Act.
- N. **Hatch Act** (1939, amended in 1993) applies to political activity of certain state and local government employees who are employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants. Some statutes make Act provisions applicable to persons employed by private, non-profit organizations that plan, develop and coordinate Head Start and certain other types of federal assistance. The U.S. Office of Special Counsel enforces the Act.
- O. **Immigration Reform and Control Act** (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination based on national origin or citizenship if the alien is authorized to work. The Department of Justice and the Immigration and Naturalization Service enforce the Act.
- P. **Labor-Management Reporting and Disclosure Act** (Landrum-Griffin Act of 1959) establishes a set of rights for employees who are members of unions. They include the right to vote, attend meetings, meet and assemble with other members, and freely express views and opinions. The Office of Labor Management Standards of the Department of Labor enforces this Act.
- Q. **Lobbying Restrictions:** By signing this Agreement the Contractor hereby assures and certifies that it will comply with the lobbying restrictions that are codified in the DOL regulations at 29 CFR Part 93.
- No federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an of a Member of Congress, in connection with this Agreement, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative agreement.
  - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress. Or an employee of a Member of Congress, in connection with this federal contract, grant loan and cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying". In accordance with its instruction.

- The undersigned shall required that the language of this certification be included this Agreement if the Agreement includes compensation over \$100,000 (per OMB) at all tiers (including sub-contractors) under this Agreement and that all sub-contractors shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance is placed when this Agreement is executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

R. **Military Selective Service Act** shall be assured by the Secretary that each individual participating in any federally funded program has not violated 50 U.S.C. App. 453 by not presenting and submitting to registration as required pursuant to such Act. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.

S. **National Labor Relations Board:** The Contractor (if not a public entity), by signing this Agreement, certifies that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

T. **Occupational Safety and Health Act (1970)** requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Occupational Safety and Health Administration enforce the Act.

U. **Older Workers Benefit Protection Act (1990)** makes it unlawful for an employer to discriminate with respect to employee benefits based on age. It also regulates early retirement incentive programs. The Equal Employment Opportunity Commission enforces the Act.

- V. **Political Reform Act** (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.
  
- W. **Pregnancy Discrimination Act** (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Equal Employment Opportunity Commission enforces the Act.
  
- X. **Single Audit Act** (of 1984 and amended in 1996 as Public Law 104-156) extends the Act to cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other Non-profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an adjustment every two years.
  
- Y. **Title VII of the Civil Rights Act** (1964) makes it unlawful for an employer, with 15 or more employees, to discriminate against individuals with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of race, color, religion, national origin or sex. The Equal Employment Opportunity Commission enforces Title VII.
  
- Z. **Vietnam Era Veteran's Readjustment Assistance Act** (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment. The Office of Veterans Employment and Training of the Department of Labor enforce the Act.
  
- AA. **Whistleblower Protection Statutes** (1989) protect employees of financial institutions and government contractors from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Wage and Hour Division of the Department of Labor enforce the Act.
  
- BB. **Confidentiality Requirements** The State of California and the Subgrantee will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The source of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the

California Department of Education, the County Welfare Department (s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

#### **IV. INDEMNIFICATION AND HOLD HARMLESS**

- A. Indemnification by RCCD. RCCD shall indemnify and hold EDA, through the County of Riverside, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RCCD, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on EDA, through the County of Riverside by the provisions of California Government Code Section 895.2 or other applicable law; and RCCD shall defend at its expense, including attorney fees, EDA, through the County of Riverside, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.
  
- B. Indemnification by EDA, through the County of Riverside. EDA, through the County of Riverside shall indemnify and hold RCCD, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of EDA, through the County of Riverside, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on RCCD by the provisions of California Government Code Section 895.2 or other applicable law; and EDA, through the County of Riverside shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

## **V. INSURANCE**

- A. EDA, through the County of Riverside and RCCD, at their sole cost and expense, shall insure their activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included), or an equivalent program of self-insurance, with a limit of not less than \$1,000,000 per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

The coverages referred to shall include the other party of the Agreement as additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of either EDA, through the County of Riverside, or RCCD are responsible for the claims or damages of the other party, its officers, agents, or employees. RCCD, upon the execution of this Agreement, shall furnish EDA, through the County of Riverside, with Certificates of Insurance evidencing compliance with all requirements.

2. Workers' Compensation and Employers Liability Insurance, or an equivalent program of self-insurance, in a form and amount covering EDA, through the County of Riverside and RCCD's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

It should be expressly understood, however, that the coverages and limits required under this paragraph shall not in any way limit the liability of EDA, through the County of Riverside and RCCD.

## **VI. ALTERATION OF TERMS**

No addition to, or alteration of, the terms of this Memorandum of Understanding, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Memorandum of Understanding which is formally approved and executed by all parties.



**VII. ENTIRE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

***IN WITNESS WHEREOF, the duly authorized representative of the parties hereto have signed in confirmation of this Memorandum of Understanding on the dates indicated below.***

<b>RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY</b>	
Dated: _____	By: _____
Name: Jerry Craig	
Title: Workforce Development Administrator	
<b>RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>	
Dated: _____	By: _____
Name: Dr. James L. Buysse	
Title: Vice Chancellor of Administration and Finance	

# Riverside County Culinary Academy

Exhibit A

Program Operator Name:				WIA						
Riverside County Culinary Academy		Prog Yr 2004/05 MOU 7/1/04 to 6/30/05 Modification#1								
Staff Salaries		Cost Reimbursement Budget								
Position Title	Staff Title	*Cost Allocation	Salary/Hr.	Hrs/week	No. Weeks	Salary	Partial			
Administrator	Chef Bagher Moghaddam	50.00%	\$25.00	40	52	\$52,000.00		\$52,000.00		
Instructors	TBD	50.00%	\$8.01	40	52	\$16,667.04		\$16,667.04		
	TBD	50.00%	\$8.01	40	52	\$16,667.04		\$16,667.04		
	TBD	50.00%	\$8.01	40	52	\$16,665.58		\$16,665.58		
<b>Subtotal Staff Salaries Cost (A)</b>							<b>102,000</b>	<b>102,000</b>		
Staff Benefits										
		Benefit			Salary		Program Services			
Benefit type		Package				NW1		Total		
						\$0		\$0		
						\$0		\$0		
<b>Sub Total Staff Benefits Cost (B)</b>							<b>\$0</b>	<b>\$0</b>		
Staff Training and Travel										
					Program Services					
Travel Costs		Staff Title		Rate/Mi	Mi/Wk.	No. of Weeks	NW1			
							\$0		\$0	
							\$0		\$0	
<b>Sub Total Training and Travel (C)</b>							<b>\$0</b>	<b>\$0</b>		
Other EDA Expenses										
<b>Sub Total Other Reimbursable Expenses (D)</b>							<b>\$0</b>	<b>\$0</b>		
<b>Total Budget</b>								<b>\$102,000</b>		

### In-Kind Cash Line Item Budget Modification #1

Exhibit B

<b>Program Operator Name:</b>						
<b>Riverside County Culinary Academy Year 2004/05 MOU 7/1/04 to 6/30/05 Modification #1</b>						
Position Title	Staff Name	Salary/Hr.	Hrs/week	No. Weeks	Contributions	Total
					\$0	\$0
<b>Subtotal Staff Salaries Cost (A)</b>					<b>\$0</b>	<b>\$0</b>
<b>Staff Benefits</b>						
Benefit type	Factor	Percent of Salary	Admin Portion	Program Portion	Contribution	Total
					\$0	\$0
<b>Sub Total Staff Benefits Cost (B)</b>					<b>\$0</b>	<b>\$0</b>
<b>Staff Training and Travel</b>						
Description	Staff Name	Rate	Mi/Wk	# of Weeks	Contribution	Total
Staff Mileage		0.00	0	0	0	0
Staff Training					0	0
Staff Travel Expenses					0	0
<b>Sub Total Training and Travel (C)</b>					<b>0</b>	<b>0</b>
<b>Other Expenses</b>						
IMPORTANT: See your applicable OMB circular to insure that these categories are allocable to your organization.						
Item Description		Current Value	Replacement Value		Contribution	Total
12 PC Workstations (for Culinary staff & classroom use)		\$1,800	\$19,200		\$1,800	\$1,800
1 Computer for the cash register system		\$300	\$3,200		\$300	\$300
2 Print Servers		\$100	\$300		\$100	\$100
1 CD Writer		\$15	\$65		\$15	\$15
1 Laser Jet 1300 Printer		\$25	\$549		\$25	\$25
1 HP Laser Jet 2200		\$50	\$549		\$50	\$50
1 Mobile Mini Storage Unit Lease		\$1,154.66	\$1,154.66		\$1,154.66	\$1,154.66
					<b>Cash Contributions</b>	
Food					\$90,000	\$90,000
Kitchen/Dining Room Supplies					\$10,800	\$10,800
Laundry Service (Aprons, towels, table cloths and napkins)					\$9,000	\$9,000
Exterminator					\$650	\$650
Kitchen Equipment (one-time purchase-see equipment list)					\$100,000	\$100,000
Wells Drop-In 4-bay Steam Table w/install					\$2,450.46	\$2,450.46
<b>Sub Total Other Expenses (D)</b>						
<b>Total Budget</b>		\$3,445	\$23,863		\$216,345.12	\$216,345.12
					<b>Estimated Off-Set</b>	
<b>2004/05 Expected Revenue</b>		<b>\$48,950</b>				<b>\$167,395.12</b>
In the event expected revenue does not exceed budgeted costs the difference shall be off-set by EDA funds.						
RCCD waives tuition for WIA enrollments in exchange for funds received for administrator and staff salaries						
EDA enrollment goal is 40% WIA participants						

BUDGET EXPENDITURE PLAN VS. ACTUAL													
Program Operator Name:		Riverside County Culinary Academy Program Year 2004/05 MOU 7/1/04 to 6/30/05 Modification #1											
		Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05
PLANNED	Monthly	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
	YTD	8,500	17,000	25,500	34,000	42,500	51,000	59,500	68,000	76,500	85,000	93,500	102,000
	Monthly												
	YTD												
ACTUAL	Monthly												
	YTD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Monthly												
	YTD												
VARIANCE	Monthly	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
	YTD	8,500	17,000	25,500	34,000	42,500	51,000	59,500	68,000	76,500	85,000	93,500	102,000
	Monthly												
	YTD												

## Equipment List Description

Exhibit D

<b>Program Operator Name:</b>	<b>Contract Number: MOU 7/1/04 to</b>	<b>EDA Fund</b>		
Riverside County Culinary Academy	6/30/05 Modification#1			
<b>Item Description</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>	<b>Method of Acquisition</b>
Hood Vent	2			
Exhaust Hoods	2			
Fire Suppression Systems	2			
Wells Drop-In 4-bay Steam Table w/install	1	\$2,450.46	\$2,450.46	3 written bids
Combi Oven	1			
Brazier	1			
Fryalator	1			
Broiler	1			
Ovens	1			
*Equipment not to exceed \$100,000				
<b>Total Equipment Cost</b>			<b>\$2,450.46</b>	
<p><b>Note: Equipment purchases shall be in accordance with County Procurement Standards Policy Number 18-01 or its successor.</b>  <i>Prior to purchase, EDA must approve the non-expendable equipment that has a useful life of more than one year with a per unit cost of \$5,000 or more.</i>  <i>Following approval to purchase, a copy of the invoice and proof of payment are required as a part of this Agreement; such property will be tagged as EDA property.</i></p> <p><b>This is a one-time equipment purchase made with EDA Funds</b></p>				

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-9-a

Date: May 17, 2005

Subject: Use of Facilities – Norco High School.

Background: In order to provide academic classes for the Norco Campus, an arrangement has been made to use Norco High School for the time period June 1, 2005 to June 8, 2006. There is no charge to the District for the use of these classrooms. Funding Source: No Cost.

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

Recommended Action: It is recommended the Board of Trustees approve the agreement between Corona-Norco Unified School District (Norco High School) and Riverside Community College District (Norco Campus) for the time period June 1, 2005 to June 8, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Dawn Lindsay  
Dean, Academic and Student Affairs

CORONA-NORCO UNIFIED SCHOOL DISTRICT  
 2820 CLARK AVENUE • NORCO, CALIFORNIA 91760 • (909) 736-5020  
**APPLICATION AND PERMIT FOR USE OF DISTRICT FACILITIES**

Room: Classroom School Name: Norco High School  
(LIST SPECIFIC NAME OF FACILITY, LOCATION, ROOM, ETC., FOR WHICH YOU ARE APPLYING TO USE)  
 Preparation Time: 6:30 pm to 10:00 pm  
 Use Date(s): June 1, 2005 to June 8, 2006 Actual Program Time: 6:30 pm to 10:00 pm  
 Clean Up Time: \_\_\_\_\_ to \_\_\_\_\_  
 Type of Program or Event: College Classes Estimated Attendance: 35 per  
 Organization: Riverside Community College - Norco Campus class  
 Address: 2001 Third Street City: Norco Zip: 92860 Tel.#: 372-7017  
 Open to Public?  Yes  No Will Admission be charged or Donation Accepted?  Yes  No  
 If yes, Price of Admission: \$ \_\_\_\_\_ If yes, what will net proceeds be used for? \_\_\_\_\_

Comments/Special Requirements: Request the use of academic classrooms. Classrooms should be  
located close to each other. Also, request the tennis court lights to be on during dark  
times.

*I, the undersigned, certify that:*

- In submitting this application, I have read and understand the District Policies and Procedures and will abide by the special conditions set forth. I certify that the intended use, as detailed above, is in compliance with said rules and regulations subject to advanced payment of all permit fees, including application deposit, certification of insurance requirements (if required), and approval by the District Superintendent or the designated representative.
- The applicant agrees to hold the Corona-Norco Unified School Board of Trustees, the individual members thereof, and all the officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use of occupancy of facilities.
- I will be personally responsible on behalf of the applicant for any damages sustained by the buildings, furniture, or equipment, accruing through occupancy or use of said building by the applicant. Any lost equipment or damages sustained to the above shall be compensated within seven days.
- The above-mentioned hours will be strictly observed, and should it be necessary to extend the time beyond that specified in this application, special permission must be obtained from the Principal or his designee before the event convenes and in such instances additional charges may be made.
- The reservation is granted with the understanding that the District may cancel this permit when the facility is needed for their own program. I further understand it is my responsibility to notify the District of any cancellations on my part.
- To the best of my knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means: That the organization on whose behalf I am making application for use of school property, does not, to the best of my knowledge, advocate the overthrow of the Government of the United States or of the State of California, by force, violence, or other unlawful means, and that, to the best of my knowledge, it is not a communist-action organization or communist-front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Signature of person requesting permit: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Telephone (Home): \_\_\_\_\_  
 Address: 2001 Third Street, Norco, CA 92860 Business: (951) 372-7017

**BUSINESS OFFICE USE**

Insurance Certificate Required:  Yes  No  
 Fee Group I II III IV If yes, date received: \_\_\_\_\_

ESTIMATED CHARGES		ACTUAL CHARGES	
Meeting Space	\$ _____	Meeting Space	\$ _____
Equipment	\$ _____	Equipment	\$ _____
Personnel: Reg _____ Spec _____	\$ _____	Personnel	\$ _____
Special	\$ _____	Special	\$ _____
Total District	\$ _____	Total District	\$ _____
Charges Estimated	\$ _____	Charges Estimated	\$ _____

\*Payment pursuant to this category must be received at the time of application. Checks to be made payable to the order of: **Corona-Norco Unified School District.**

Approval: School Administrator \_\_\_\_\_ Date \_\_\_\_\_  
 Approval: District Administrator \_\_\_\_\_ Date \_\_\_\_\_

WHITE—District • CANARY—School Custodian • PINK—School Administration • GOLDENROD—Applicant

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-9-b

Date: May 17, 2005

Subject: Renewal Application Agreement, Summer Food Service Program,  
Upward Bound Norco

Background: Riverside Community College Norco Campus' Upward Bound program is proposing to apply for participation and to enter into an agreement with the California Department of Education, Nutrition Services Division. This agreement will provide reimbursement by the California Department of Education to RCC for meals served during the Upward Bound Summer program at the Norco Campus and at California State Polytechnic University, Pomona. Meals will be provided from June 20, 2005 to August 5, 2005. Funding Source: Federal Grant.

The contract agreement was reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice President, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between the California Department of Education and Riverside Community College to provide reimbursement for vended meals for the period of June 20, 2005 through August 5, 2005 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Ruben Saenz  
TRIO Director



**SUMMER FOOD SERVICE PROGRAM  
 2004-05 RENEWAL APPLICATION/AGREEMENT**

U.S. Department Of Agriculture - CFDA Number 10.559

VENDOR #: 6722-01

AGREEMENT #:33- 7633-7V

<b>SECTION I – AGENCY INFORMATION (Make corrections/updates in red ink.)</b>			
<b>AGENCY NAME</b>		<b>CONTACT PERSON</b>	
RIVERSIDE COMMUNITY COLLEGE DISTRICT		RUBEN SAENZ	
<b>ADDRESS (INCLUDE STREET, CITY, COUNTY, AND ZIP CODE + 4)</b>		<b>TELEPHONE NUMBER</b>	<b>FAX NUMBER</b>
2001 THIRD STREET		(951) 372-7144	(951) 372-7051
<b>NAME OF AUTHORIZED REPRESENTATIVE</b>		<b>E-MAIL ADDRESS</b>	
JAMES L. BUYSSE		JIM.BUYSSE@RCC.EDU	
<b>SECTION II – METHOD OF MEAL SERVICE (Use separate sheet of paper if necessary)</b>			
<input checked="" type="checkbox"/> Vended		<input type="checkbox"/> Self-preparation	
If meal service is vended, provide name and address of vendor(s) and attach a copy of the signed agreement/contract (attach a list if necessary):			
<b>VENDOR NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE, ZIP CODE +4</b>
CNUSD/ CAMPUS CATERING	300 BUENA VISTA AVE.	CORONA	CA, 91720
<b>VENDOR NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE, ZIP CODE +4</b>
GAL POLY POMONA	3801 W. TEMPLE AVE.	POMONA	CA, 91768
If self-preparation, provide name and address of central kitchen):			
<b>KITCHEN</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE, ZIP CODE +4</b>
<b>KITCHEN</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE, ZIP CODE +4</b>
<b>SECTION III – SITE INFORMATION</b>			
<b>NUMBER OF RURAL SITES</b>	<b>NUMBER OF URBAN SITES</b>	<b>DATES OF OPERATION (INCLUSIVE OF ALL SITES)</b>	
	2	<b>FROM:</b> 6/20/05	<b>TO:</b> 8/05/05
<b>SECTION IV – CASH ADVANCES and COMMODITIES</b>			
Operational Advance: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Do you wish to receive commodities? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Administrative Advance: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		(Available during the summer only)	
<b>SECTION V – DISCLOSURE OF FEDERAL FINANCIAL ASSISTANCE (Private Nonprofit and Indian Tribes only.)</b>			
Does the agency receive at least \$500,000 in federal funds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>			
If yes, indicate the agency's fiscal year: _____			
<b>SECTION VI – AGREEMENT AND CERTIFICATION</b>			
<p><i>The California Department of Education (CDE) and the Agency whose name and address appear above renew their Agreement to Participate and to comply with 7 Code of Federal Regulations (CFR) Part 225. This includes all requirements developed pursuant to and imposed by those regulations as outlined in the original Agreement between CDE and the Agency, which incorporates all amendments, Schedule A, and the Meal Pattern (Schedule B). The Agency assures CDE it will continue to adhere to all of the requirements and responsibilities as agreed to in the original Agreement and will follow all Nutrition Services Division policies and guidance. The Agency will comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and USDA's regulations concerning nondiscrimination (7 CFR Parts 15a and 15b). The Agency will comply with applicable Office of Management and Budget (OMB) Circulars A21, A87, A102, A110, A122 and A133. The Agency will comply with Uniform Federal Assistance (7 CFR Part 3016) and Debarment and Lobbying requirements (7 CFR Parts 3017 and 3018). CDE will hold the Agency responsible for all of the requirements and responsibilities as agreed to in the original Agreement and as outlined in 7 CFR Part 225.</i></p> <p><i>I hereby certify all information contained in this document is true and correct to the best of my knowledge.</i></p>			
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>		<b>TITLE</b>	<b>DATE</b>
		VICE CHANCELLOR OF ADMIN. & FINANCE	
<b>CDE USE ONLY</b>			
<b>APPROVED BY:</b>	<b>EFFECTIVE DATES</b>		<b>COMMODITY ELIGIBLE:</b>
	<b>FROM</b>	<b>TO</b> 09/30/05	<input type="checkbox"/> YES <input type="checkbox"/> NO

**SUMMER FOOD SERVICE PROGRAM  
2004-05 RENEWAL APPLICATION/AGREEMENT**

VENDOR #: 6722-01

AGREEMENT #: 33- 7633-7V

**SECTION I – MANAGEMENT PLAN (Use separate sheet of paper if necessary)**

List all Summer Food Service Program (SFSP) staff training dates. Refer to the USDA Administrative Guidance handbook for staffing and responsibilities. Do not enter the annual training provided by the California Department of Education.

STAFF	TRAINING DATE	STAFF	TRAINING DATE
Director	5/05	Bookkeeper	5/05
Assistant Director		Monitor	5/05
Area Supervisor		Site Supervisor	
Other	5/05	Other	5/05

**SECTION II – AGENCY AGREES TO THE FOLLOWING**

1. Conduct a preoperational visit at each new site, and sites that had problems during the previous year to determine the adequacy and suitability for food service. Document all preoperational visits and maintain in your files for the CDE to review.
2. Visit all sites at least once during the first week of operation.
3. Review all sites at least once within the first four weeks of program operation. If a site operates less than four weeks, conduct at least one review during the operational period.
4. Conduct additional site monitoring visits as necessary to assure the site remains in compliance with the SFSP requirements. Document the additional monitoring visits and maintain in your files for the CDE to review.
5. Accept final administrative and financial responsibilities for all SFSP sites.
6. Retain SFSP records for three (3) years after the end of the fiscal year to which they pertain.
7. If applicable, collect and maintain the income eligibility documentation of participants for Closed-Enrolled and Camp sites. If you will not be using the enclosed Income Eligibility Form for Camps and Enrolled Sites, submit a copy of your proposed form for approval.
8. If applicable, camps that charge separately for meals served to non-eligible children must have a method for collecting payment and hearing procedures in place. There will also be no overt identification of children receiving free meals. Review the 7 CFR Part 225.6 (c)(4)(iii) and 225.6 (c)(5) to ensure that your agencies procedures include the referenced requirements and submit a copy. (Longstanding requirement not mentioned in the applications developed before the 2004 Federal fiscal year.)

Agencies approved to operate Community Child Nutrition Snack Project (CCNSP) sites agree to:

1. Continue to serve meals during school vacation or off-track periods at the same site or other eligible location.
2. Claim up to two meals or snacks or one of each during school vacation or off-track periods that is consistent with current SFSP regulations. (Example: areas that have year-round schools, may serve one meal to off-track children and later serve snack after school to both on-track and off-track children).
3. Conduct pre-approval visits to all new CCNSP sites.
4. Annually, visit the CCNSP site the first week of operation, review by the fourth week, and review once again by March 1.

**SUMMER FOOD SERVICE PROGRAM  
 BUDGET INFORMATION**

NSD 8040C (REV. 02/05)

VENDOR #:6722-01  
 AGREEMENT #:33-7633-7V

Federal regulations require that Summer Food Service Program (SFSP) agencies submit a budget to the California Department of Education for review and approval. In the event that costs exceed anticipated revenue, agencies should have other funding sources to offset the difference. Agencies may submit a revised budget for administrative costs as needed.

**SECTION I - PROGRAM COSTS**

Enter the estimated costs associated with the operating and administrative expenses. Attach indirect cost documentation for indirect costs that are associated with the operating and/or administrative budgets.

The agency is reimbursed the **lesser of**: Actual costs or meals times the operating rates.

The agency is reimbursed the **lesser of**: Actual costs, meals times the administrative rates, or the agency's budget.

GENERAL OPERATING COSTS		ADMINISTRATIVE COSTS	
Food 2.48X50X23Days+Cal Poly	\$ 6,692	Administrative personnel salaries/benefits	\$ 701.12
Food service personnel salaries/benefits		Office supplies	60.00
Facilities/utilities		Facilities/utilities	
Food transportation to sites		Transportation	
Nonfood supplies		Other (specify):	
Other (specify):		Indirect Cost %:	
Indirect Cost %:			
<b>TOTAL</b>	<b>\$ 6,692</b>	<b>TOTAL</b>	<b>\$ 761.12</b>

**SECTION II - CONTRACTS**

Is there a rental agreement, lease, or contract associated for any of the non-food costs listed above?

Yes  No  (If yes, attach copies.)

**SECTION III - INCOME**

Will meals be sold to adults? Yes  No  If yes, list price that to be charged below.

Breakfast  Lunch  Dinner  Snack

Will your SFSP receive income from other sources other than the SFSP reimbursement to cover expenses associated with any of those listed in the above general or administrative costs? Yes  No

If yes, list type and amount (these amounts will be deducted from your claim for reimbursement):

Operational \$  Donations/Grant \$  Other \$   
 Administration \$  Unspecified Income \$

**SECTION IV - PROJECTED REIMBURSEMENT**

Enter the number of operating days (OD) x average daily participation (ADP) x meal (MR) / administrative (AR) rates = total.

OPERATING RATES					ADMINISTRATIVE RATES										
	OD	x	ADP	x	MR	=	TOTAL		OD	x	ADP	x	AR	=	TOTAL
Breakfast	5	x	50	x	1.42	=	\$ 355.00	Breakfast	5	x	50	x	.1125	=	\$ 28.13
Snack		x		x		=		Snack		x		x		=	
Lunch	28	x	50	x	2.48	=	3,472.00	Lunch	28	x	50	x	.2150	=	301.00
Dinner	4	x	50	x	2.48	=	496.00	Dinner	4	x	50	x	.0550	=	11.00
<b>TOTAL</b>							<b>\$ 4,323.00</b>	<b>TOTAL</b>							<b>\$ 340.13</b>

Check this box to verify that you are aware that Section I is higher than Section IV and the lesser will be reimbursed.

**SCHEDULE D**

**SUMMER FOOD SERVICE PROGRAM  
FREE MEAL POLICY STATEMENT**

The authorized representative certifies that all children at the sites described on the site information sheets will be served the same meals at no separate charge regardless of race, color, national origin, sex, age, or disability.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
AGENCY NAME RIVERSIDE COMMUNITY COLLEGE DISTRICT	

## SUMMER FOOD SERVICE PROGRAM MEDIA RELEASE

Use the following format for your media or public release. Sponsors may send a copy of this announcement to the local media.

Check the boxes that apply and insert the name, address, and meal service times of each site in the appropriate sections. Attach additional pages as necessary.

ENTER SITE INFORMATION BELOW OR ATTACH A LIST

<input type="checkbox"/> <b>OPEN SITES</b>	
AGENCY NAME: _____ announces the sponsorship of the Summer Food Service Program. Free meals will be made available to all children who are 18 years of age and younger at the following sites:	
DATE	DATE
SITE NAME	SITE NAME
ADDRESS	ADDRESS
MEAL TIME	MEAL TIME
<p>In accordance with Federal law and United States Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.</p> <p>To file a complaint of discrimination, write United States Department of Agriculture, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).</p>	

<input type="checkbox"/> <b>RESTRICTED-OPEN SITES</b>	
AGENCY NAME: _____ announces the sponsorship of the Summer Food Service Program. Due to: Safety <input type="checkbox"/> Security <input type="checkbox"/> or Control <input type="checkbox"/> , a limited number of meals will be made available to attending children who are 18 years of age and younger at no cost on a first come, first serve basis.	
DATE	DATE
SITE NAME	SITE NAME
ADDRESS	ADDRESS
MEAL TIME	MEAL TIME
<p>In accordance with Federal law and United States Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.</p> <p>To file a complaint of discrimination, write United States Department of Agriculture, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).</p>	

**SUMMER FOOD SERVICE PROGRAM  
 MEDIA RELEASE**

PAGE 2

**SPECIAL RESTRICTED-OPEN SITES:**

AGENCY NAME: \_\_\_\_\_ announces the sponsorship of the Summer Food Service Program.

Sponsor will transport children from needy areas to the meal service site. Transportation and meals will be made available to all children who are 18 years of age and younger at no cost on a first come, first serve basis. The following is the transportation and meal service information:

<b>DATES</b>	<b>TRANSPORTED TO (SITE NAME AND ADDRESS)</b>
<b>DEPARTURE TIME AND LOCATION (ADDRESS)</b>	<b>RETURN TIME AND LOCATION (ADDRESS)</b>

In accordance with Federal law and United States Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write United States Department of Agriculture, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).

**CLOSED-ENROLLED SITES:**

AGENCY NAME: RIVERSIDE COMM. COLLEGE DISTRICT announces the sponsorship of the Summer Food Service Program.

The site must determine that fifty percent of the children enrolled are low-income for the sponsoring agency to receive federal reimbursement for nutritious meals that children will receive while participating in the program. To collect the necessary information for the reimbursement, the sponsoring agency may request parents/guardians to complete an income eligibility form. The income eligibility information may only be used to receive federal reimbursement.

Children who are members of households receiving food stamps or benefits from a Food Distribution Program on an Indian Reservation, Kinship Guardian Assistance Payment (KinGAP), recipients of California Work Opportunity and Responsibility to Kids Act (CaWORKs), or participants of the Workforce Investment Act (WIA) are categorically low-income. Children from households with incomes at or below the income eligibility guidelines are also low-income.

<b>DATE</b> 6-20-05 THRU 7-28-05	<b>DATE</b> 7-31-05 THRU 8-5-05
<b>SITE NAME</b> CNUSD/ CAMPUS CATERING	<b>SITE NAME</b> CAL POLY POMONA
<b>ADDRESS</b> 300 BUENA VISTA AVE. CORONA, CA 91720	<b>ADDRESS</b> 3801 W. TEMPLE AVE. POMONA, CA 91768
<b>MEAL TIME</b> LUNCH 11:30-12:30 PM	<b>MEAL TIME</b> B 7-8 AM / L 11:30-12:30 / D 5-6 PM

**INCOME ELIGIBILITY GUIDELINES**  
 Effective July 1, 2004 through June 30, 2005

FAMILY SIZE	YEAR	MONTH	TWICE PER MONTH	EVERY TWO WEEKS	WEEK
1					
2	\$ 17,224	\$ 1,436	\$ 718	\$ 663	\$ 332
3	23,107	1,926	963	869	445
4	28,990	2,416	1,208	1,115	558
5	34,873	2,907	1,454	1,342	671
6	40,756	3,397	1,699	1,568	784
7	46,639	3,887	1,944	1,794	897
8	52,522	4,377	2,189	2,021	1,011
	58,405	4,868	2,434	2,247	1,124
<b>For each additional family member add:</b>	<b>+ 5,883</b>	<b>+ 491</b>	<b>+ 246</b>	<b>+ 227</b>	<b>+ 114</b>

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CALIFORNIA DEPARTMENT OF EDUCATION  
NUTRITION SERVICES DIVISION

SUMMER FOOD SERVICE PROGRAM  
(REV. 02/05)

### AGREEMENT TO PROVIDE FOOD SERVICE BETWEEN A SUMMER FOOD SERVICE PROGRAM SPONSOR AND A FOOD SERVICE VENDOR

This agreement is entered into on DAY: 19 MONTH: MAY YEAR: 2005 by and between

AGENCY NAME: RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein after referred to as the Agency, and

FOOD SERVICE VENDOR NAME: CAL POLY POMONA RESIDENTIAL DINING, herein after referred to as the Vendor.

Whereas, it is not within the capability of the agency to prepare specified meals under the Summer Food Service Program (SFSP); and

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Agency's facility(ies); and

Whereas, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis.

Therefore, both parties hereto agree as follows:

#### THE VENDOR AGREES TO:

1. Prepare unitized meals for *delivery/pickup*\* *inclusive* or *exclusive*\*\* of milk or juice each day, in accordance with the number of meals requested and at the cost(s) per meal listed below. (Attach additional sheet if necessary.)

SITE NAME: LOS OLIVOS at ADDRESS: \_\_\_\_\_ by TIME: N/A

Breakfast \$ \$5.25 Each                      Lunch \$ \$6.75 Each

Supplement/Snack \$ \$0.00 Each                      Supper \$ \$9.00 Each

2. Provide the agency, for approval, a proposed cycle menu for the operational period, at least 7 days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Agency approval must be agreed upon by the Agency, approved by the California Department of Education (CDE) and documented on the menu records.
3. Ensure that each meal provided to the Agency under this agreement meets the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern, Schedule B (attached) which is exempted from the regulations 7 CFR Part 225.18 or an approved National School Lunch Program (NSLP)/School Breakfast Program (SBP) option. NSLP/SBP vendors may use the same menu planning option they use during the school year in lieu of using the SFSP meal pattern. Snacks will meet the SFSP meal pattern.
4. Maintain full and accurate records which document: (1) the menus were provided to the Agency during the term of this agreement; (2) a listing of all components of each meal; and, (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.

\* Circle either pickup or delivery. Circle pickup and delivery if this agreement is for a combination of sites that require both forms of delivery.  
\*\* Circle whether the vendor is to "include" or "exclude" milk and juice with the meal.

**AGREEMENT TO PROVIDE FOOD SERVICE  
BETWEEN A SUMMER FOOD SERVICE PROGRAM SPONSOR  
AND A FOOD SERVICE VENDOR**

This agreement is entered into on DAY: 19 MONTH: MAY YEAR: 2005 by and between

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Therefore, both parties hereto agree as follows:

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SITE NAME: LOS OLIVOS at ADDRESS: \_\_\_\_\_ by TIME: N/A

Breakfast \$ \$5.25 Each                      Lunch \$ \$6.75 Each

Supplement/Snack \$ \$0.00 Each                      Supper \$ \$9.00 Each

2. Provide the agency, for approval, a proposed cycle menu for the operational period, at least 7 days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Agency approval must be agreed upon by the Agency, approved by the California Department of Education (CDE) and documented on the menu records.
3. Ensure that each meal provided to the Agency under this agreement meets the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern, Schedule B (attached) which is excerpted from the regulations 7 CFR Part 225.16 or an approved National School Lunch Program (NSLP)/School Breakfast Program (SBP) option. NSLP/SBP vendors may use the same menu planning option they use during the school year in lieu of using the SFSP meal pattern. Snacks will meet the SFSP meal pattern.
4. Maintain full and accurate records which document: (1) the menus were provided to the Agency during the term of this agreement; (2) a listing of all components of each meal; and, (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.

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**AGREEMENT TO PROVIDE FOOD SERVICE  
BETWEEN A SUMMER FOOD SERVICE PROGRAM SPONSOR  
AND A FOOD SERVICE VENDOR**

Page 3

**THE AGENCY AGREES TO:**

1. Request by telephone no later than 48 HOURS, an accurate number of meals to be delivered/picked up by the Agency each day. Notify the Vendor of necessary increases or decreases in the number of meals ordered within 48 hours of the scheduled delivery/pickup time. Errors in meal orders made by the Agency shall be the responsibility of the Agency.
2. Ensure that an Agency representative is available at each delivery/pickup site, at the specified time on each specified delivery/pickup day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery/pickup. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the SFSP, and with local health and safety codes.
3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pickup by the Vendor (if applicable) no later than N/A.
4. Notify the Vendor, within 48 HOURS days of receipt of the next month's proposed cycle menu, of any changes, additions, or deletions.
5. Provide the Vendor with a copy of 7 CFR Part 225.16; the SFSP Meal Pattern, Schedule B; the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the SFSP. The Agency will, within 24 hours of receipt from the NSD, advise the Vendor of any changes in the food service requirements.
6. Pay the Vendor by the 30TH day of each month the full amount as presented on the monthly-itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals delivered/picked up in accordance with the agreement. Neither the California Department of Education nor USDA assume any liability for payment of the difference between the number of meals prepared, picked up by the agency, delivered by the Vendor, and the number of meals served by the agency that are eligible for reimbursement.
7. Order only those commodities that can be incorporated into its meals. The agency shall be responsible for transferring all unused commodities at the close of the SFSP. The agency is responsible for the fair market value of any commodity losses that may occur.

\* Negotiable time frame, but should be no longer than 24 hours

\*\* Time of day or day of week

**AGREEMENT TO PROVIDE FOOD SERVICE  
BETWEEN A SUMMER FOOD SERVICE PROGRAM SPONSOR  
AND A FOOD SERVICE VENDOR**

Page 4

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**TERMS OF THE AGREEMENT:**

This agreement will take effect commencing on JULY 31, 2005 and shall end

on AUGUST 5, 2005, but no later than September 30. This agreement may be terminated by either party giving notice at least 30 days prior to the date of termination. The agency shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that in the event the contract is cancelled, the agency shall be responsible for meals that have already been assembled, delivered/picked up in accordance with this agreement.

Enter the menu planning option(s) to be used: SFSP

In witness thereof, the parties hereto have executed this agreement as of the dates indicated below:

VENDOR OFFICIAL (SIGNATURE)
VENDOR OFFICIAL NAME (PRINT) CAROLYN TOMLIN
TITLE COORDINATOR CON. SER
TELEPHONE NUMBER (909) 869-3255
DATE

AGENCY OFFICIAL (SIGNATURE)
AGENCY OFFICIAL NAME (PRINT) JAMES L. BUYSSE
TITLE V.C. OF ADMIN & FIN.
TELEPHONE NUMBER (951) 222-8047
DATE

**SCHEDULE A - Summer Food Service Program**

**LOCATIONS WHERE PROGRAM WILL OPERATE**

SITE NAME	SITE ADDRESS AND PHONE NUMBER	SITE SUPERVISOR	TYPE OF MEAL	NUMBER OF MEALS NEEDED BY TYPE	DELIVERY TIME FOR MEALS BY TYPE	BEGINNING AND ENDING DATES OF EACH SITE
RIVERSIDE COMMUNITY COLLEGE DISTRICT	2001 THIRD STREET NORCO, CA 92860 (951) 372-7144	RUBEN SAENZ	VENDED	50	10 AM	6/20/05 to 7/28/05
CAL POLY POMONA	3801 W. TEMPLE POMONA, CA 91768	RUBEN SAENZ	VENDED	40	N/A	7/31/05 to 8/1/05
						to
						to
						to

**SUMMER FOOD SERVICE PROGRAM  
 NON-OPERATING DAYS**

NSD 8055 (REV. 02/05)

VENDOR #: 6722-01
AGREEMENT #: 33-7633-7V

List the dates that a site will not serve Summer Food Program (SFSP) meals that fall within your Schedule A operating dates.  
 Example: if you listed that a site will operate Monday through Friday, only list the dates the site will not serve SFSP meals between Monday through Friday.

AGENCY NAME			
RIVERSIDE COMMUNITY COLLEGE			
SITE NUMBER	SITE NAME	*MEAL AFFECTED	DATES CLOSED
1	RIVERSIDE COMMUNITY COLLEGE DISTRICT	B <input type="checkbox"/> D S	6-24-05
1	RIVERSIDE COMMUNITY COLLEGE DISTRICT	B <input type="checkbox"/> D S	7-1-05
1	RIVERSIDE COMMUNITY COLLEGE DISTRICT	B <input type="checkbox"/> D S	7-4-05
1	RIVERSIDE COMMUNITY COLLEGE DISTRICT	B <input type="checkbox"/> D S	7-8-05
1	RIVERSIDE COMMUNITY COLLEGE DISTRICT	B <input type="checkbox"/> D S	7-15-05
1	RIVERSIDE COMMUNITY COLLEGE DISTRICT	B <input type="checkbox"/> D S	7-22-05
1	RIVERSIDE COMMUNITY COLLEGE DISTRICT	B <input type="checkbox"/> D S	7-29-05
		B L D S	
		B L D S	
		B L D S	
		B L D S	

\* B=Breakfast  L=Lunch D=Dinner S=Snack

FAX TO: California Department OF Education Nutrition Services Division Resources and Information Management Unit (800) 333-5775	CDE USE ONLY NOTIFICATION OF RECEIPT
	INITIALS:          DATE:

CALIFORNIA DEPARTMENT OF EDUCATION  
 NUTRITION SERVICES DIVISION

SUMMER FOOD SERVICE PROGRAM

**SUMMER FOOD SERVICE PROGRAM  
 SITE INFORMATION SHEET**

NSD 8051 (REV. 03/05)

VENDOR #: 6722-01  
 AGREEMENT #: 33-7633-7V

AGENCY NAME <b>RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>			SITE NUMBER <b>1</b>																																													
SITE NAME <b>RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>																																																
ADDRESS <b>2001 THIRD STREET</b>		CITY <b>NORCO</b>		STATE <b>CA</b>																																												
				ZIP + 4 <b>92860</b>																																												
CONTACT PERSON FOR THIS SITE <b>RUBEN SAENZ</b>			TELEPHONE NUMBER <b>(951) 372-7144</b>	FAX NUMBER <b>(951) 372-7051</b>																																												
<b>OVERLAPPING OF SITES</b>																																																
Is there another SFSP open or closed-enrolled site within one-fourth of a mile from this proposed site? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																																
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<p>1. Enter the site's operating period:          Start Date: <u>6-20-05</u>          End Date: <u>7-28-05</u></p> <p>2. Has the site ever participated in the SFSP? <input checked="" type="checkbox"/> Yes No <input type="checkbox"/></p> <p>3. Enter the preapproval visit date:  <u>N/A</u></p> <p>4. Enter the days of the week the site will operate:          S M T W T F S  <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Enter the days that the site will be closed, including holidays (list only the days that fall within your listed operating dates):</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>7-4-05</td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>					7-4-05																																											
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**SUMMER FOOD SERVICE PROGRAM  
 SITE INFORMATION SHEET**

NSD 8051 (REV. 03/05)

<b>12. ENTER THE SITE TYPE, SERVICE IT PROVIDES, AND ELIGIBILITY TO QUALIFY</b>		
<input type="checkbox"/> Open <input type="checkbox"/> Special restricted-open (not only for summer school students) <input type="checkbox"/> Restricted-Open (may request at a later date with reason)	<input type="checkbox"/> Recreation <input type="checkbox"/> School <input type="checkbox"/> Reservation <input type="checkbox"/> Other: _____	<input type="checkbox"/> Migrant <input type="checkbox"/> Homeless <input type="checkbox"/> School Data <input type="checkbox"/> Census Tract/Housing Authority <input type="checkbox"/> Bureau of Indian Affairs <input type="checkbox"/> Migrant Organization Letterhead
Indicate the nearest cross streets of the geographic area to be served. _____		
<input checked="" type="checkbox"/> Closed-Enrolled	<input type="checkbox"/> Recreation <input type="checkbox"/> Homeless <input type="checkbox"/> Other: _____	<input type="checkbox"/> Migrant <input type="checkbox"/> Reservation <input type="checkbox"/> School Certification <input type="checkbox"/> Bureau of Indian Affairs <input type="checkbox"/> Migrant Organization Letterhead
Indicate the site's enrollment projections. Number Enrolled: _____ Number eligible to receive free or reduced-price meals: _____		
<input checked="" type="checkbox"/> Camp	<input checked="" type="checkbox"/> Upward Bound <input type="checkbox"/> Other: _____	<input type="checkbox"/> Migrant <input type="checkbox"/> Income Applications <input type="checkbox"/> Migrant Organization Letterhead <input type="checkbox"/> Roster (homeless sites only)
<input checked="" type="checkbox"/> Check this box to indicate that you will report the number of income eligible participants before filing a reimbursement claim. (Use the Camp Site Income Eligible Report form)		
<input type="checkbox"/> NYSP	<input type="checkbox"/> Closed-Enrolled	<input type="checkbox"/> School Certification <input type="checkbox"/> School Data <input type="checkbox"/> Income Applications
<b>13. ENTER THE SITE'S PLAN FOR SERVING, OBTAINING, AND DISPOSAL OF THE MEALS (attach a separate sheet of paper if necessary).</b>		
A. Indicate your system for serving meals to attending children. <input type="checkbox"/> Cafeteria style <input checked="" type="checkbox"/> Children line up and receive unitized meals <input type="checkbox"/> Other: _____		
B. Indicate your plan for serving meals during inclement weather. <input checked="" type="checkbox"/> Serve in-doors <input type="checkbox"/> Cancel for the day <input type="checkbox"/> Other: _____		
C. Indicate how meals will get to the site <input checked="" type="checkbox"/> Delivered <input type="checkbox"/> Picked up <input type="checkbox"/> Prepared on site		
D. Indicate how the site supervisor will communicate the number of meals will be needed for the following day. <input checked="" type="checkbox"/> Communicate directly with the kitchen <input type="checkbox"/> Contact the sponsor to order meals from the kitchen		
E. Indicate your plan for the receipt and storage of meals before meal service. <input type="checkbox"/> Serve meals within one hour after delivery <input checked="" type="checkbox"/> Maintain appropriate meal temperatures according to the health department's requirements		
F. Indicate your plan for the storage or disposal of leftover meals or components. <input type="checkbox"/> Return to vendor <input checked="" type="checkbox"/> Throw away at the site <input type="checkbox"/> Refrigerate and serve the following day <input checked="" type="checkbox"/> Donate to a needy organization <input type="checkbox"/> Other: _____		

CALIFORNIA DEPARTMENT OF EDUCATION  
 NUTRITION SERVICES DIVISION

SUMMER FOOD SERVICE PROGRAM

## SUMMER FOOD SERVICE PROGRAM SITE INFORMATION SHEET

NSD 8051 (REV. 03/05)

VENDOR #: 6722-01

AGREEMENT #: 33-7633-7V

AGENCY NAME <b>RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>			SITE NUMBER <b>2</b>																																							
SITE NAME <b>CAL POLY PONOMA</b>																																										
ADDRESS <b>3801 W. TEMPLE AVE</b>		CITY <b>POMONA</b>	STATE <b>CA</b>	ZIP + 4 <b>91768</b>																																						
CONTACT PERSON FOR THIS SITE <b>RUBEN SAENZ</b>		TELEPHONE NUMBER <b>(951) 818-6438</b>	FAX NUMBER <b>(951) 372-7051</b>																																							
<b>OVERLAPPING OF SITES</b>																																										
Is there another SFSP open or closed-enrolled site within one-fourth of a mile from this proposed site? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																										
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<p>1. Enter the site's operating period:</p> <p>Start Date: <u>7/31/05</u>                  End Date: <u>8/05/05</u></p> <p>2. Has the site ever participated in the SFSP? <input checked="" type="checkbox"/> Yes No <input type="checkbox"/></p> <p>3. Enter the preapproval visit date: <u>N/A</u></p> <p>4. Enter the days of the week the site will operate:</p> <p>S M T W T F S                  X x x x x X <input type="checkbox"/></p> <p>Enter the days that the site will be closed, including holidays (list only the days that fall within your listed operating dates):</p> <table border="1" style="width:100%; height: 100px;"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>																																										
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**SUMMER FOOD SERVICE PROGRAM  
 SITE INFORMATION SHEET**

NSD 8051 (REV. 03/05)

<b>12. ENTER THE SITE TYPE, SERVICE IT PROVIDES, AND ELIGIBILITY TO QUALIFY</b>		
<input type="checkbox"/> Open <input type="checkbox"/> Special restricted-open (not only for summer school students) <input type="checkbox"/> Restricted-Open (may request at a later date with reason) Indicate the nearest cross streets of the geographic area to be served.	<input type="checkbox"/> Recreation <input type="checkbox"/> School <input type="checkbox"/> Reservation <input type="checkbox"/> Other: _____ <input type="checkbox"/> Migrant <input type="checkbox"/> Homeless	<input type="checkbox"/> School Data <input type="checkbox"/> Census Tract/Housing Authority <input type="checkbox"/> Bureau of Indian Affairs <input type="checkbox"/> Migrant Organization Letterhead
<input checked="" type="checkbox"/> Closed-Enrolled Indicate the site's enrollment projections. Number Enrolled: _____	<input type="checkbox"/> Recreation <input type="checkbox"/> Homeless <input type="checkbox"/> Other: _____ <input type="checkbox"/> Migrant <input type="checkbox"/> Reservation	<input type="checkbox"/> School Certification <input type="checkbox"/> Bureau of Indian Affairs <input type="checkbox"/> Migrant Organization Letterhead
<input checked="" type="checkbox"/> Camp <input checked="" type="checkbox"/> Check this box to indicate that you will report the number of income eligible participants before filing a reimbursement claim. (Use the Camp Site Income Eligible Report form)	<input checked="" type="checkbox"/> Upward Bound <input type="checkbox"/> Other: _____ <input type="checkbox"/> Migrant	<input type="checkbox"/> Income Applications <input type="checkbox"/> Migrant Organization Letterhead <input type="checkbox"/> Roster (homeless sites only)
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CALIFORNIA DEPARTMENT OF EDUCATION  
 NUTRITION SERVICES DIVISION

SUMMER FOOD SERVICE PROGRAM  
 (REV. 02/05)

**SUMMER FOOD SERVICE PROGRAM  
 FIRST-WEEK VISIT WAIVER REQUEST**  
 NSD 8056 (REV. 02/05)

VENDOR #: 6722-01  
 AGREEMENT #: 33-7633-7V

Enter sites that participated last year that had little or no problems and the staff who operated it. CDE will approve waivers on a case-by-case basis.

AGENCY NAME RIVERSIDE COMMUNITY COLLEGE		FAX NUMBER (951) 372-7051	
SITE NUMBER 1	SITE NAME RIVERSIDE COMMUNITY COLLEGE DISTRICT- NORCO CAMPUS		
LIST THE STAFF ASSIGNED TO THIS SITE:		HOW LONG HAS STAFF BEEN OPERATING THIS SITE?	
RUBEN SAENZ		YEARS 4	MONTHS
KHEESA SLAUGHTER; ANGIE ALLISON		YEARS 4;	MONTHS 12
SANDY MATHAY		YEARS 3	MONTHS
CDE USE			
Comments		<input type="checkbox"/> CDE – If approved, check the box.	
SITE NUMBER	SITE NAME		
LIST THE STAFF ASSIGNED TO THIS SITE:		HOW LONG HAS STAFF BEEN OPERATING THIS SITE?	
		YEARS	MONTHS
		YEARS	MONTHS
		YEARS	MONTHS
CDE USE			
Comments		<input type="checkbox"/> CDE – If approved, check the box.	
SITE NUMBER	SITE NAME		
LIST THE STAFF ASSIGNED TO THIS SITE:		HOW LONG HAS STAFF BEEN OPERATING THIS SITE?	
		YEARS	MONTHS
		YEARS	MONTHS
		YEARS	MONTHS
CDE USE			
Comments		<input type="checkbox"/> CDE – If approved, check the box.	

FAX TO: California Department of Education  
 Nutrition Services Division  
 Resources And Information Management Unit  
 (800) 333-5775

**CDE USE ONLY  
 NOTIFICATION OF RECEIPT**  
 INITIALS:                      DATE:

CALIFORNIA DEPARTMENT OF EDUCATION  
 NUTRITION SERVICES DIVISION

SUMMER FOOD SERVICE PROGRAM

<b>SUMMER FOOD SERVICE PROGRAM</b>		VENDOR #: 6722-01
<b>SITE CHANGE REQUEST</b>		AGREEMENT #: 33-7633-7V
NSD 8052 (REV. 02/05)		
AGENCY NAME: <b>Riverside Community College District</b>		DATE: <b>3/31/05</b>
CONTACT PERSON: <b>Ruben Saenz</b>	PHONE NUMBER: <b>(951) 372-7144</b>	FAX NUMBER: <b>(951) 372-7051</b>
SITE #: <b>2</b>	SITE NAME: <b>Cal Poly Pomona</b>	EFFECTIVE MEAL: <b>B-L-D</b>
NEW ADP and EFFECTIVE DATE:		NEW TIME and EFFECTIVE DATE: <b>B/7-8am L/11:30-12:30 D/5-6pm</b>
SITE NEW STARTING DATE: <b>7/31/05</b>		SITE NEW ENDING DATE: <b>8/5/05</b>
ADDITIONAL DATE(S) SITE WILL OPERATE:		ADDITIONAL DATE(S) SITE WILL NOT OPERATE:
<b>CDE USE ONLY</b>		
APPROVED CAP (If Applicable):	COMMENTS:	
SITE #:	SITE NAME:	EFFECTIVE MEAL:
NEW ADP and EFFECTIVE DATE:		NEW TIME and EFFECTIVE DATE:
SITE NEW STARTING DATE:		SITE NEW ENDING DATE:
ADDITIONAL DATE(S) SITE WILL OPERATE:		ADDITIONAL DATE(S) SITE WILL NOT OPERATE:
<b>CDE USE ONLY</b>		
APPROVED CAP (If Applicable):	COMMENTS:	
SITE #:	SITE NAME:	EFFECTIVE MEAL:
NEW ADP and EFFECTIVE DATE:		NEW TIME and EFFECTIVE DATE:
SITE NEW STARTING DATE:		SITE NEW ENDING DATE:
ADDITIONAL DATE(S) SITE WILL OPERATE:		ADDITIONAL DATE(S) SITE WILL NOT OPERATE:
<b>CDE USE ONLY</b>		
APPROVED CAP (If Applicable):	COMMENTS:	

FAX TO: California Department of Education  
 Nutrition Services Division  
 Resources And Information Management Unit  
 (800) 333-5775

CDE APPROVAL	
INITIALS:	DATE:

## SUMMER FOOD SERVICE PROGRAM CAMP SITE INCOME ELIGIBLE REPORT

NSD 8057 (REV. 02/05)

VENDOR #: 6722-01
AGREEMENT #: 337633-7V

Before submitting a claim for reimbursement, you must report the number of participants who are eligible to receive Summer Food Service Program meals.

AGENCY NAME <b>RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>			DATE <b>4-1-05</b>	
CONTACT PERSON <b>RUBEN SAENZ</b>		PHONE NUMBER <b>(951) 372-7144</b>		FAX NUMBER <b>(951) 372-7051</b>
SITE NUMBER <b>1</b>	SITE NAME <b>RIVERSIDE COMMUNITY COLLEGE DISTRICT- NORCO</b>			
	BEGINNING & ENDING DATES		TOTAL ENROLLMENT	TOTAL INCOME ELIGIBLE
SESSION 1	6-20-05	THROUGH 7-28-05	70	70
SESSION 2	THROUGH			
SESSION 3	THROUGH			
SESSION 4	THROUGH			
SITE NUMBER <b>2</b>	SITE NAME <b>CAL POLY POMONA</b>			
	BEGINNING & ENDING DATES		TOTAL ENROLLMENT	TOTAL INCOME ELIGIBLE
SESSION 1	7-31-05	THROUGH 8-5-05	40	40
SESSION 2	THROUGH			
SESSION 3	THROUGH			
SESSION 4	THROUGH			
SITE NUMBER	SITE NAME			
	BEGINNING & ENDING DATES		TOTAL ENROLLMENT	TOTAL INCOME ELIGIBLE
SESSION 1	THROUGH			
SESSION 2	THROUGH			
SESSION 3	THROUGH			
SESSION 4	THROUGH			

FAX TO: California Department of Education  
 Nutrition Services Division  
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<b>CDE USE ONLY          NOTIFICATION OF RECEIPT</b>	
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CALIFORNIA DEPARTMENT OF EDUCATION  
 NUTRITION SERVICES DIVISION

SUMMER FOOD SERVICE PROGRAM  
 (REV. 02/05)

**SUMMER FOOD SERVICE PROGRAM  
 ELIGIBILITY FORM FOR CAMPS AND ENROLLED SITES**

NSD 8058 (REV. 02/05)

<b>PART 1 - CHILD'S NAME</b>						
LAST NAME			FIRST NAME		M. I.	
If foster child, check (✓) here <input type="checkbox"/> and complete PART 2C.						
<b>PART 2A -- HOUSEHOLDS RECEIVING FOOD STAMPS, CalWORKs, Kin-GAP, FOOD DISTRIBUTION ON INDIAN RESERVATION (FDPIR) BENEFITS, OR PARTICIPATE IN THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM: Fill in one of the boxes below and complete PART 3. DO NOT COMPLETE PART 2B.</b>						
FOOD STAMP CASE NUMBER		CALWORKS NUMBER		KIN-GAP NUMBER	FDPIR NUMBER	
Check (✓) here <input type="checkbox"/> if Workforce Investment Act (WIA) participant.						
<b>PART 2B - HOUSEHOLD MEMBERS AND MONTHLY INCOME: Complete this part and sign the statement in PART 3 only if you do not receive food stamps, CalWORKS, Kin-GAP, FDPIR Benefits, or participate in the WIA program, and did not complete PART 2A.</b>						
NAMES OF ALL HOUSEHOLD MEMBERS (INCLUDE PARTICIPATING CHILD, PARENTS, SIBLINGS AND ANY OTHER PERSONS LIVING IN HOUSEHOLD)		CHECK (✓) FOR EACH PARTICIPATING CHILD	GROSS MONTHLY EARNINGS FROM WORK BEFORE DEDUCTIONS, INCLUDE ALL JOBS	WELFARE, CHILD SUPPORT, ALIMONY	PAYMENTS FROM PENSIONS, RETIREMENT, SOCIAL SECURITY	ANY OTHER MONTHLY INCOME
1.		<input type="checkbox"/>	1.	1.	1.	1.
2.		<input type="checkbox"/>	2.	2.	2.	2.
3.		<input type="checkbox"/>	3.	3.	3.	3.
4.		<input type="checkbox"/>	4.	4.	4.	4.
5.		<input type="checkbox"/>	5.	5.	5.	5.
<b>PART 2C -- FOSTER CHILD: List only one foster child per eligibility form. Complete this part and sign the statement in PART 3.</b>						
Enter foster child's total monthly income: \$						
<b>PART 3 -- SIGNATURE: An adult household member must sign this statement and complete the requested information before the application can be approved.</b>						
<i>I certify that all of the above information is true and correct, that the food stamp, CalWORKS, Kin-GAP, FDPIR Benefits, or WIA Program participation information is correct and that all income has been reported. I understand that this information is being given for the receipt of federal funds; that institution officials may verify the information on the statement and that the deliberate misrepresentation of the information may subject me to prosecution under applicable state and federal laws.</i>						
SIGNATURE OF ADULT HOUSEHOLD MEMBER			PRINTED NAME		SOCIAL SECURITY NUMBER*	
ADDRESS		HOME TELEPHONE NUMBER		WORK TELEPHONE NUMBER	DATE	
*Section 9 of the National School Lunch Act requires that, unless the participant's food stamp, CalWORKS, Kin-GAP, or FDPIR number is provided, you must include the Social Security Number of the household member signing the statement or an indication that the household member signing the statement does not possess a Social Security Number. Provision of a Social Security Number is not mandatory, but if a Social Security Number is not provided or an indication is not made that the adult household member signing the statement does not have one, the statement cannot be approved. The Social Security Number may be used to identify the household member in carrying out efforts to verify the correctness of information stated on the statement. Verification efforts may be carried out through program reviews, audits and investigations, and may include contacting employers to determine income, contacting a social service office to determine current certification of food stamp, CalWORKS, Kin-GAP, FDPIR benefits, contacting the State Employment Development Department to determine benefits received, and checking documentation provided by the household member to prove the amount of income received. These efforts may result in a loss or reduction of benefits, administrative claims, or legal actions if incorrect information is reported.						
<b>PART 4 - RACIAL AND ETHNIC IDENTITY: This part is optional. The requested information is for statistical purposes only.</b>						
1. Check (✓) racial identity: Alaskan Native or <input type="checkbox"/> Asian <input type="checkbox"/> Black or <input type="checkbox"/> Native Hawaiian or <input type="checkbox"/> White <input type="checkbox"/> American Indian African American Other Pacific Islander						
2. Is participant of Hispanic or Latino origin? Yes <input type="checkbox"/> No <input type="checkbox"/>						
In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.						
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Written Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.						
MONTHLY INCOME CONVERSION		HOUSEHOLD SIZE		TOTAL HOUSEHOLD MONTHLY INCOME	NOT ELIGIBLE <input type="checkbox"/>	
WEEKLY ..... X 4.33				\$	CATEGORICALLY ELIGIBLE <input type="checkbox"/>	
EVERY 2 WEEKS (BI-WEEKLY) ..... X 2.15					HOUSEHOLD SIZE/INCOME ELIGIBLE <input type="checkbox"/>	
TWICE A MONTH (SEMI-MONTHLY) ..... X 2						
SIGNATURE OF AUTHORIZED REPRESENTATIVE					DATE	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-9-c

Date: May 17, 2005

Subject: Agreement with 24 Hour Fitness Center

Background: Presented for the Board's review and consideration is an agreement with 24 Hour Fitness Center. In order to provide physical education classes for the Norco Campus, an arrangement has been made to use 24 Hour Fitness Center for the time period July 1, 2005 to September 1, 2006. The cost to the district is \$24,500.00. Funding Source: General Fund.

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

Recommended Action: It is recommended the Board of Trustees approve the agreement with 24 Hour Fitness Center for July 1, 2005 through September 1, 2006, for \$24,500.00 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Dawn Lindsay  
Dean, Academic and Student Affairs

### LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is dated April 13, 2005, and is made between 24 HOUR FITNESS USA, INC., a California corporation ("LICENSOR") and Riverside Community College, a governmental education body ("LICENSEE").

1. PREMISES: 275 Teller Street, Suite 100  
Corona, CA 92882
2. LICENSED AREA: The Free Weight/Weight Machine area as shown on **Exhibit A**
3. PERMITTED USE: College Level Fitness classes only
4. HOURS OF OPERATION: Hours to be mutually agreed upon (see **Section 9.1**)
5. LICENSE FEE: \$40.00/hr
6. SECURITY DEPOSIT: None (see **Section 5**)
7. PREPAID LICENSE FEE: None
8. COMMENCEMENT DATE: July 1, 2005
9. TERM: 7/1/05 through 9/1/06 except for breaks between semesters/quarters
10. GUARANTOR(S):
11. NOTICE ADDRESSES:

Licensor: 24 Hour Fitness USA, Inc.  
275 Teller Street, Suite 100  
Corona, CA 92882  
Attn: Operations Manager

And to 24 Hour Fitness  
USA, Inc.  
12647 Alcosta Blvd.,  
Suite 500  
San Ramon, CA  
94583  
Attn: Property  
Management

With a copy to 24 Hour Fitness  
USA, Inc.  
Suite 500  
12647 Alcosta Blvd.,  
San Ramon, CA  
94583  
Attn: Legal  
Department

Licensee: Riverside Community College  
Norco Campus  
2001 Third Street  
Norco, CA 92860  
Attn: Jim Kross  
Phone: 909-372-7000  
Tax ID: \_\_\_\_\_

**LICENSE AGREEMENT  
STANDARD TERMS AND  
CONDITIONS**

**BASIC BUSINESS TERMS**

These Basic Business Terms supplement the attached Standard Terms and Conditions of this License Agreement. Should any provision of the Basic Business Terms be found to be inconsistent with the Standard Terms and Conditions of this License Agreement, the provision and/or terms of the Standard Terms and Conditions shall govern.

**RECITALS**

Licensee's covenants, warranties and representations hereinafter set forth are material inducements to Licensor's entering into this Agreement.

Licensor is the operator of a full-service fitness facility located at the Premises.

Licensee wishes to obtain, and Licensor wishes to grant a license to Licensee to use, the Licensed Area for the Permitted Use.

Licensee warrants and represents that Licensee and its employees (and others engaged by Licensee to provide services at or from the Licensed Area) possess exceptional skills and abilities with respect to services to be provided by Licensee and that Licensee, its employees, and all others engaged by Licensee to provide services at or from the Licensed Area, are duly licensed and certified, if necessary, to carry on such business activity with all applicable city, county and state governments or agencies. All employees and any independent contractors engaged by Licensee to conduct the activities and provide the services contemplated by this Agreement at or from the Licensed Area are referred to collectively in this Agreement as "Service Providers."

Licensee is aware that Licensee and its Service Providers only can provide their services within the Licensed Area, except as expressly provided herein.

NOW THEREFORE, in consideration of the recitals and other good and valuable consideration (the receipt and the adequacy of which is hereby acknowledged), the parties covenant and agree as follows:

**1. GRANT AND TERM OF LICENSE**

**1.1** The term of this Agreement (the "Term") is as set forth above, and commences on the Commencement Date.

**1.2** Licensor hereby grants Licensee a revocable, non-exclusive license to use the Licensed Area solely for the Permitted Use and only during the Hours of Operation set forth in Item 4 of the Basic Business Terms.

**1.3** This grant of license includes the right of access to the Licensed Area.

**1.4** Licensor shall give Licensee reasonable notice of any restriction in the use of any of the Licensed Area.

**1.5** Nothing in this Agreement is intended to give Licensee or any of its Service Providers or agents any license or permission to use, or a property right or any other right or interest in, any logo, trademark, trade name, color combination, insignia or device or other proprietary information or intellectual property owned or used by Licensor or any affiliated entity (collectively, the "Marks"). Licensee shall not use any of the Marks in any advertising, in any promotional materials or otherwise without first obtaining the prior written consent of Licensor, which consent may be withheld for any reason in Licensor's sole discretion. Nothing in this Agreement is intended to give Licensee the right to use any property of Licensor not expressly stated in this Agreement, including without limitation, office equipment, office supplies or furniture. Licensor shall have the right at any time, from time to time, to require Licensee to post notices stating that Licensor is in no way affiliated with Licensee.

**1.6** This Agreement and Licensee's rights hereunder shall, at all times, be subject to the provisions of, and subordinate to, Licensor's lease for the Premises (the "Master Lease"), which Master Lease gives the landlord thereunder certain approval, termination and other rights. Furthermore, Licensee acknowledges and agrees that any and all approvals and consents to be given by Licensor to Licensee shall be subject to the provisions of the Master



Lease. Any provision in the Master Lease requiring the landlord's approval or consent is deemed for purposes of this Agreement as requiring both the landlord's and Licensor's approval or consent. Notwithstanding anything contained herein to the contrary, should the provisions of this Agreement and the Master Lease be inconsistent, the terms and provisions contained in the Master Lease will control. Upon the written request of Licensee, Licensor will provide Licensee with copies of relevant portions of the Master Lease. Licensee shall keep confidential all terms and provisions of the Master Lease which Licensor provides Licensee.

**1.7** Notwithstanding anything to the contrary, the effectiveness of this Agreement is conditioned on Licensor's obtaining the landlord's approval if Licensor is required to do so under the Master Lease.

## **2. CONDITION OF LICENSED AREA; IMPROVEMENTS**

**2.1** Licensee accepts the Licensed Area in its as-is condition, without any warranty, representation or allowance from Licensor with respect to the condition or improvements thereof. Licensee further acknowledges and agrees that Licensor has not made any warranties or representations as to the zoning, licensing or use of the Licensed Area and/or the Premises.

**2.2** Licensee shall not perform any construction, alterations or other refurbishment work (including, but in no way limited to, painting and carpeting) within the Licensed Area.

**2.3** Notwithstanding Licensor's repair and maintenance obligations under the Master Lease, Licensee shall be solely responsible for all repairs and maintenance within the Licensed Area to the same extent Licensor is obligated to repair and maintain the Premises under the Master Lease.

**3. PURPOSE OF LICENSE.** This grant of license shall be personal to the original Licensee and shall be limited to the specific use set forth in Item 3 of the Basic Business Terms. In the event Licensor receives complaints about the services provided or activities conducted by Licensee, Licensee agrees to promptly correct and/or stop the actions being complained of or that are otherwise of concern to Licensor.

## **4. LICENSE FEE**

**4.1** From and after the Commencement Date, Licensee shall pay to Licensor the License Fee as set forth in the Basic Business Terms in this Agreement. The License Fee shall be due and payable to Licensor in lawful money of the United States, and without set off, abatement or demand. Licensor will invoice the Licensee by the 15<sup>th</sup> of each month to be paid at the end of each calendar month of the Term. Licensee shall deliver the License Fee, on or before the due date, to Licensor, at the Premises, Attention, Operation's Manager, or such other address as designated in writing by Licensor.

**4.2** If the Commencement Date does not occur on the 1<sup>st</sup> day of a calendar month, a prorated installment of the License Fee based on a per diem calculation shall be paid for the fractional month during which the Term commences.

**4.3** Licensor shall have the right to audit Licensee's business records related to Licensee's business activities at the Premises upon three (3) days' prior notice to confirm compliance with the terms of this License and the Master Lease or as may be reasonably required in connection with the maintenance of Licensor's business records.

**4.4** Licensee acknowledges that late payment of the License Fee will cause Licensor to incur costs not contemplated by this Agreement with the exact amount of such costs being extremely difficult and impracticable to fix. If any payment of the License Fee is not received by Licensor on the due date for such payment, Licensee shall pay to Licensor an additional ten percent (10%) of the total monthly License Fee or other amounts then payable as a late charge. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Licensor will incur by reason of a late payment by Licensee. Licensor's acceptance of any late charge shall not constitute a waiver of Licensee's default with respect to the overdue amount or prevent Licensor from exercising any other rights and remedies available to it hereunder.

**5. SECURITY DEPOSIT** Licensor currently does not require a Security Deposit, but reserves the right to do so in the future. If a Security Deposit is required, and if Licensee fails to pay the License Fee or any other charges due under this Agreement, or otherwise defaults under this Agreement, Licensor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Licensor or to reimburse or compensate Licensor for any liability, expense, loss or damage which Licensor may suffer or incur by reason thereof. If

Licensors use or apply all or any portion of said Security Deposit, Licensee shall within ten (10) days after written request thereof deposit monies with Licensors sufficient to restore said Security Deposit to the full amount required by this Agreement. If the License Fee increases during the Term of this Agreement, Licensee shall, upon written request from Licensors, deposit additional monies with Licensors so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased License Fee as the initial Security Deposit bore to the initial License Fee. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Licensee under this Agreement.

## **6. RELATIONSHIP OF THE PARTIES**

**6.1** Licensee and its Service Providers shall provide their services at the Premises as independent contractors. This Agreement is not one of employment, but rather is for the retention of the services of Licensee. Accordingly, neither Licensee nor any Service Provider has the power, authority or right to enter into any agreement, written or oral, on behalf of Licensors or undertake any action or incur any expense on behalf of Licensors. Licensors are not liable, nor responsible, nor has Licensors assumed any responsibility or liability, for any loss, injury or damage to Licensee, Licensee's clients, or any other third party, arising from, out of, or in any way related to, the activities conducted or services provided by Licensee and its Service Providers.

**6.2** Licensee shall be responsible for all of Licensee's and its Service Provider's taxes (including, but in no way limited to, all withholdings for income and employment taxes required by state and federal law), taxes and assessments attributable to Licensee's furniture, fixtures, equipment, Licensee's insurance (including unemployment insurance) and licensing fees and Licensors shall have no obligation to pay taxes (including, but in no way limited to, all withholdings for income and employment taxes required by state and federal law), taxes and assessments attributable to Licensee's furniture, fixtures, and equipment, Licensee's insurance (including unemployment insurance) and licensing fees of Licensee and its Service Providers. Licensors shall not be liable for the payment of wages (minimum or otherwise), overtime, vacation pay, costs of supplies or equipment to Licensee or to any Service Provider. Licensee acknowledges that Licensors shall not, and will not, provide any Worker's Compensation or related insurance benefits for Licensee, or any Service Provider, and Licensee agrees to indemnify, defend and hold Licensors harmless from and against any and all claims arising from or growing out of or in any way connected with Licensee or any of its Service Providers, including without limitation any claims related to the disability or death of its agents or Service Providers, or any tax liability related to Licensee or its Service Providers. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

**6.3** Licensee has the right to engage one or more independent contractors to provide the same services and to conduct the same activities as Licensee is permitted to provide under this Agreement within the Licensed Area, provided that at least 10 business days prior to allowing any independent contractor to provide services at or from the Licensed Area, Licensee delivers to Licensors a description of the services to be provided, together with copies of all insurance policies and licenses of such independent contractor relevant to the services to be provided at or from the Licensed Area. If during said 10-day period Licensors objects or raises any concerns about the proposed independent contractor, Licensee will not enter into an agreement with such independent contractor until all concerns are addressed to Licensors's satisfaction. In no event, however, will Licensee permit any independent contractor to conduct any activities or to provide any services at or from the Licensed Area until Licensors receives evidence satisfactory to Licensors that (i) the proposed independent contractor has complied with the insurance provisions set forth in this Agreement; (ii) the proposed independent contractor has all the necessary licenses; (iii) the proposed independent contractor agrees to be bound by the terms of this Agreement (other than the obligation to pay the License Fee); and (iv) the proposed independent contractor agrees in writing to release Licensors from all liability and responsibility including, without limitation, any loss or damage to the independent contractor or his/her property. Licensee shall be liable for the activities of all Service Providers at all times during the Term.

## **7. INSURANCE**

**7.1 Licensee's Insurance.** Throughout the Term of this Agreement, Licensee shall maintain, and shall require that all Service Providers that are independent contractors maintain, in full force and effect, at Licensee's or such Service Provider's sole cost and expense, one or more policies evidencing the following coverage with respect to the Premises and activities at the Licensed Area (with Licensors and landlord of the Premises named as additional insured(s)): (i) a policy of Commercial General Liability insurance in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00) each occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate; and (ii) a property damage insurance policy covering Licensee's and/or its Service Provider's personal property against all perils within the classification of "special form" coverage (as such term is used in the insurance industry) in an

amount of at least full replacement cost thereof. In addition, Licensee shall maintain: Worker's Compensation in an amount sufficient to cover Licensee's employees and agents in an amount equal to the greater of (a) the amount required by law, or (b) an amount sufficient to cover Licensee's employees and agents; and such other insurance as Licensor deems reasonably necessary from time to time.

**7.2 Policy Requirements.** Any policy of insurance required of Licensee (and any Service Provider that is an independent contractor): (i) shall be issued by an insurance company licensed to do business in the state where the Premises are located, and rated not less than A-VII in Best's Insurance Guide; (ii) shall be primary insurance and any insurance or self-insurance maintained by Licensor and/or its Service Provider in excess of that required of either party shall not contribute with the insurance required hereunder; (iii) shall in the case of liability insurance, name Licensor and landlord of the Premises as additional insured(s) and include a cross-liability endorsement; and (iv) shall provide that the insurance company issuing the insurance will provide Licensor with at least 30 days' prior written notice of cancellation, amendment, renewal or intent not to renew and (v) shall in the case of the Commercial General Liability insurance, include coverage of Licensee's indemnities set forth in the Agreement. Upon execution of this Agreement and within thirty (30) days before each anniversary date of the Term, Licensee (and each Service Provider that is an independent contractor) shall submit to Licensor a certificate of insurance verifying the existence of the coverage required under this **Section 7**.

**8. RELEASES; VERIFICATION.** Prior to providing services to any of Licensee's guest(s) or clients within the Licensed Area (and/or upon the Premises if applicable), Licensee (and each Service Provider): (i) shall obtain a copy of a valid driver's license (or a valid identification card) of each new client and/or guest; (ii) shall verify that the client or guest checked in with Licensor's front-desk staff; and (iii) shall obtain a written acknowledgment and release from each such client or guest, in the form attached as **Exhibit B**, or in another form and content acceptable to Licensor at its sole discretion. Licensee shall forward copies of each such acknowledgment and release (along with a copy of the individual's valid driver's license or a valid identification card) to Licensor's Operations Manager at the Premises within five (5) days after obtaining any acknowledgment and release.

## **9. OTHER OBLIGATIONS AND COVENANTS**

**9.1 Operations.** Licensee covenants and agrees that throughout the Term, Licensee shall: (i) conduct its activities and provide its services only during the Hours of Operation; provided, however, in no event shall Licensee and its Service Providers provide their services during hours which Licensor is not open and operating its business, nor shall Licensee or its clients have a right of entry during any hours which Licensor is not open and operating its business, and provided, Licensor shall have the right at anytime, from time to time, to change the Licensee's Hours of Operation at Licensor's sole discretion; (ii) use Licensee's own Service Providers, equipment (except as otherwise specifically stated in this Agreement) and supplies while providing the services contemplated hereunder within the Licensed Area, including without limitation, office equipment and supplies, and equipment and supplies necessary to conduct Licensee's business at the Premises; (iii) employ or otherwise retain only adequately skilled, experienced, and board certified or properly licensed individuals to conduct the activities and to provide the chiropractic services; (iv) be responsible for its own expenses, which may include but are not limited to transportation, parking, telephone services, laundry services, supplies, materials, continuing education, licensing fees, insurance premiums, and taxes; (v) not provide its services to employees of Licensor for work-related injuries within the Licensed Area or Premises; (vi) be fully responsible for the safety of Licensee's clients and guests and its clients' and guests' possessions while providing services at or from the Licensed Area (Licensee acknowledges it has no rights to utilize Licensor's safes or similar items at the Premises, and Licensee agrees to take appropriate steps to minimize loss or damage to the property of Licensee's clients); (vii) observe, and cause all of Licensee's Service Providers, agents and clients to observe, the rules and regulations at the Premises; (viii) not allow any client or Service Provider to use the Licensed Area unless such person is properly attired, as determined by Licensor in its sole discretion; (ix) conduct Licensee's business at the Licensed Area in a professional and responsible manner and not engage in any conduct or activity which may adversely affect Licensor, its business, members, guests or employees; (x) cause its employees, Service Providers and its agents to maintain a clean, neat and well-groomed appearance at all times, subject to Licensor's approval in its sole discretion; (xi) obtain and maintain all required state and local licensing for the Permitted Use and for Licensee's business outside of the Premises, and to promptly notify Licensor of any violations or warnings of violations of any applicable laws by Licensee or its Service Providers; (xii) will not do or permit anything to be done which is contrary to or which violates any provision of the Master Lease; (xiii) fully cooperate with Licensor so that Licensor can fulfill all of its obligations under the Lease, including, without limitation, maintaining adequate sales records and providing all sales records as Licensor may

request during the Term; and (xiv) not provide its services to individuals under the age of 18 and will verify that each client and/or guest is 18 years of age or older.

**9.2 BACKGROUND CHECKS REQUIRED OF EMPLOYEES AND INDEPENDENT CONTRACTORS. IN ADDITION TO THE OBLIGATIONS AND COVENANTS SET FORTH IN THIS AGREEMENT, LICENSEE COVENANTS AND AGREES TO PROVIDE WRITTEN CONFIRMATION TO LICENSOR THAT LICENSEE AND ALL LICENSEE'S EMPLOYEES AND INDEPENDENT CONTRACTORS HAVE UNDERGONE CRIMINAL BACKGROUND CHECKS IMMEDIATELY PRIOR TO HIRE BUT IN NO EVENT MORE THAN SIXTY (60) DAYS PRIOR TO THE DATE OF THIS AGREEMENT (AND, IF APPLICABLE, IN THE EVENT OF A RENEWAL OF THE TERM, WITHIN SIXTY (60) DAYS AFTER SUCH RENEWAL), AND THAT EACH EMPLOYEE AND INDEPENDENT CONTRACTOR SATISFIES THE FOLLOWING CRITERIA:**

- 1) NO RECORD OF A FELONY; AND
- 2) NO RECORD OF A MISDEMEANOR FOR VIOLATION INVOLVING MINORS, PHYSICAL VIOLENCE, OR POSSESSION OF ILLEGAL SUBSTANCES WITH THE INTENT TO DISTRIBUTE.

**LICENSEE FURTHER WARRANTS AND REPRESENTS THAT SAID BACKGROUND CHECKS ARE IN FULL COMPLIANCE WITH THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA).**

**BY INITIALING BELOW, LICENSEE SPECIFICALLY CONFIRMS THAT IT HAS READ AND ACCEPTS THE TERMS AND CONDITIONS OF SECTION 9.2 AND, FURTHERMORE, UNDERSTANDS THAT LICENSEE'S FULFILLMENT OF THE OBLIGATIONS SET FORTH IN SECTION 9.2 IS MATERIAL CONSIDERATION FOR LICENSOR ENTERING INTO THIS AGREEMENT.**

**LICENSEE INITIALS:** \_\_\_\_\_

**9.3 Advertisement.** During the Term, Licensee shall not advertise its services and/or its products, in any manner whatsoever, within the Premises (or on the exterior of any Premises or common area thereof) except in accordance with the following: (1) one business card holder may be placed at the front desk at the Premises at a location to be designated by the Operations Manager of such Premises; (2) no more than three (3) advertising signs may be posted at any one time and shall be limited to one sign in each of the locker rooms and one sign within the Licensed Area, and each sign shall (i) be professionally prepared and printed, (ii) not exceed 8.5" x 11" in size, (iii) be hung with double-sided tape so that no tape is visible, and (iv) not be placed on counters, restroom mirrors, locker doors or bathroom stalls. Such signs shall be subject to Licensor's prior approval, which Licensor may withhold at its sole discretion and rescind at anytime during the Term. In the event Licensor rescinds its approval and/or Licensee posts a sign in violation of this Agreement, Licensee shall immediately thereafter remove such sign after notice from Licensor (with oral notice given to Licensee or Licensee's employee sufficient for purposes of giving adequate notice under this Agreement) and repair the surface to the condition it was in prior to Licensee's posting of such sign. In the event Licensee or Licensee's employees fail to immediately remove the sign after notice from Licensor, Licensor shall have the right to enter the Licensed Area and to remove such sign(s) and shall not be liable to Licensee for any such action. Notwithstanding anything to the contrary, in no event shall Licensee's advertisements and promotional materials utilize any of Licensor's trade names, logos or other Marks, nor reference any association or co-location with Licensor. Licensee shall place any permitted advertisement or promotional material in a manner which does not interfere with Licensor's business and which does not cause any damage to the surface or structure of the building. Licensee shall be responsible for any damage and repair to the Premises caused by Licensee's placement and/or removal of any such advertisement and/or promotional material on/from the Premises.

**10. INDEMNIFICATION.** Licensee acknowledges and declares that Licensee will indemnify, protect, defend and hold the Licensor, Licensor's affiliates and subsidiaries, and the directors, officers, employees, agents and representatives of Licensor or of any affiliate or subsidiary of Licensor, harmless from and against any and all obligations, causes of action, claims, costs, damages, penalties, demands, expenses, attorneys' fees, judgments, interest and/ or liabilities of any nature or kind, arising from, out of, or in any way related to Licensee's activities or services at the Premises, including without limitation, activities or services of any Service Provider, activities of Licensee's guests and/or clients, or for any breach of Licensee's (or any Service Provider's) obligations under the

terms of this Agreement. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

## 11. LICENSEE'S DEFAULT

**11.1** At the option of Licensor, a default under this Agreement by Licensee shall exist if any of the following events shall occur (each is called an "Event of Default"):

(a) Licensee fails to pay the License Fee or any other amounts due and payable, within five (5) days after receipt of notice of nonpayment (or within five (5) days of the applicable due date in the event Licensor has already given two (2) notices of nonpayment to Licensee).

(b) Licensee commits a non-curable default.

(c) Licensee fails to observe, keep, perform or cure within ten (10) days after Licensee's receipt of notice of default from Licensor, any of the other terms, covenants, agreements or conditions contained in this Agreement that Licensee is obligated to observe or perform.

**11.2** Licensee acknowledges and agrees that in the event Licensee breaches this Agreement, in addition to all rights and remedies available at law or in equity to Licensor, Licensor will have the same rights that are available to a landlord in the event a tenant continues in possession following the expiration of a lease term or otherwise remains in possession wrongfully, including but not limited to all rights to legal proceedings. This is not, however, intended to create a landlord/tenant relationship between Licensor and Licensee.

## 12. TERMINATION

**12.1** Licensor may terminate this Agreement upon the occurrence of any one of the following events: (i) an Event of Default as set forth in **Section 11**; and (ii) at any time, upon at least 30 days' written notice for any reason.

**12.2** Upon the cancellation, expiration or termination of this License, Licensee will return the Licensed Area to Licensor in neat and clean condition and will repair (and replace if necessary) any damage and destruction caused by Licensee.

**13. HOLDOVER.** Licensee has no right to retain possession of the Licensed Area or any part thereof beyond the expiration or termination of this Agreement. In the event that Licensee holds over, the License Fee shall be increased to one hundred fifty percent (150%) of the License Fee applicable during the month immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Licensor to any holding over by Licensee.

## 14. MISCELLANEOUS

**14.1 Assignment.** Under no circumstances shall Licensee assign, or otherwise transfer, the rights and obligations of Licensee under this Agreement, unless Licensor (in its sole discretion) has provided written consent to such assignment or transfer.

**14.2 Entire Agreement.** This Agreement is the entire agreement between the parties, and supersedes any prior agreements, representations, negotiations, or correspondence between the parties except as expressed herein. All Basic Business Terms, recitals, exhibits, attachments, riders and addenda attached to this Agreement are hereby incorporated into and made a part of this Agreement. All of the terms and provisions of the Master Lease, except as provided herein, or to the extent inconsistent with the terms of this Agreement, are incorporated into and made a part of this Agreement, and the obligations of the tenant under the Master Lease are hereby imposed upon the Licensee hereto with respect to the Licensed Area and the Premises.

**14.3 Amendment.** This Agreement may be amended, modified or supplemented only by a writing signed by all parties.

**14.4 Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

**14.5 Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

**14.6 Governing Law.** This Agreement is entered into in and shall be governed by and construed in accordance with the laws of where the Premises are located. The parties hereto agree that any action or proceeding arising out of this Agreement shall be held only within such state, which both parties hereto agree shall be deemed to be, and is, the agreed upon place of performance of this Agreement.

**14.7 Severability.** If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

**14.8 Interpretation.** Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

**14.9 Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) when transmitted by telecopier or facsimile device during normal business hours, provided such device is capable of generating a written confirmation of such transmission and receipt and an original is deposited in first class mail within two (2) business days thereafter addressed as set forth below; (c) on the first business day following delivery by an overnight delivery service, provided delivery is confirmed by the delivery service; and (d) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid and return receipt requested, addressed to the parties at the place(s) of notice set forth in Item 11 of the Basic Business Terms. The foregoing to the contrary notwithstanding, to the extent Licensee has a question regarding day-to-day operations at the Licensed Area, the Licensee shall contact the Operations Manager at the Premises. Any party may change its address for notices by giving written notice to the other party in the manner set forth above.

**14.10 Time of the Essence.** Time is of the essence in this Agreement.

**14.11 Effectiveness.** This Agreement shall become effective only when signed and delivered by both parties.

**14.12 Joint and Several Liability.** If Licensee is constituted of more than one person or entity, the obligations imposed on each such person or entity shall be joint and several. If Licensee is a corporation, a partnership (general or limited) or a limited liability company, the individual(s) executing this Agreement on behalf of the corporation or partnership, as the case may be, represents and warrants that: (i) he or she is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with its corporate bylaws, statement of partnership, certificate of limited partnership, or appropriate limited liability company documentation, as the case may be; (ii) this Agreement is binding upon said entity in accordance with its terms; and (iii) Licensee is a duly organized and legally existing entity and in good standing in the State. In the event the representations and warranties given in this paragraph are not true in any way, the individual(s) signing on behalf of such entity will be jointly and severally liable for all obligations imposed under this Agreement and for all direct and indirect damages incurred by Licensor resulting from any such misrepresentations.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

**LICENSOR:**

24 HOUR FITNESS USA, INC., a  
California corporation

By: \_\_\_\_\_

**LICENSEE:**

Riverside Community College, a  
governmental education body

By: \_\_\_\_\_

Name:

Title:

EXHIBIT A  
LICENSED AREA



EXHIBIT B  
LIABILITY WAIVER AND SIGN-IN SHEET

**VOLUNTARY RELEASE, ASSUMPTION OF RISKS**

IMPORTANT: This document affects your legal rights - You must read and understand it before signing it.

The use of the Facilities at 24 Hour Fitness and/or your participation in Riverside Community College Physical Education Classes (describe activity) during \_\_\_\_\_ (dates of semester/quarter) involves the risk of injury to you, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. As such, you understand and voluntarily accept this risk and agree that 24 Hour, its subsidiaries, officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, child, guests, unborn child, or relatives resulting from the negligence of 24 Hour or anyone on 24 Hour's behalf or anyone using the Facilities whether related to exercise or not. Further, you understand and acknowledge that 24 Hour does not manufacture fitness or other equipment at its Facilities, but purchases and/or leases equipment. You understand and acknowledge that 24 Hour is providing recreational services and may not be held liable for defective products. If there is any claim by anyone based on any injury, loss or damage described here, which involves you or your guest, you agree to 1) defend 24 Hour against such claims and pay 24 Hour for all expenses relating to the claim and 2) indemnify 24 Hour for all liabilities to you, your spouse, guests, relatives, or anyone else resulting from such claims.

**In addition to the terms above, you represent that you are in good physical condition and have no medical reason or impairment that might prevent you from participating in this event. As such, you acknowledge that 24 Hour Fitness did not give you medical advice before this event, and cannot give you any after the event, related to your physical condition and ability to participate. If you have any health or medical concerns now or after the event, discuss them with your doctor.**

By signing this agreement below, you agree to all terms of this Liability Waiver Agreement on behalf of yourself and/or your minor child.

PARTICIPANT'S NAME (PRINT)	IF MINOR, LEGAL GUARDIAN'S NAME (PRINT)	PARTICIPANT'S LEGAL GUARDIAN'S SIGNATURE



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-10

Date: May 17, 2005

Subject: Agreement with Riverside Unified School District

Background: Presented for the Board's consideration is an agreement with Riverside Unified School District. Due to the construction of Wheelock Stadium's Astroturf football field, new track, and practice field, Riverside Community College District's athletic programs must utilize alternate locations for practice. Riverside Unified School District has approved the use of facilities at Central Middle School located at 4795 Magnolia Avenue and Ramona High School located at 7675 Magnolia Avenue for recreational and educational purposes. Included in the agreement is the use of Ramona High School as a contingency plan for Riverside Community College District Graduation ceremony if construction is not completed in time. The term of the agreement is from February 22, 2005 until June 30, 2005. Funding Source: No cost to the District.

The agreement has been reviewed by Ed Godwin, Director of Administrative Services and Linda Lacy, Vice Chancellor of Student Services and Operations and is considered to be low risk.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with Riverside Unified School District for February 22, 2005 through June 30, 2005, at no cost to the District and authorize the Vice Chancellor, Administration and Finance, to sign the contract.

Salvatore G. Rotella  
Chancellor

Prepared by: Linda Lacy  
Vice Chancellor, Student Services and Operations

**AGREEMENT FOR THE TEMPORARY JOINT USE  
OF FACILITIES BETWEEN THE RIVERSIDE  
UNIFIED SCHOOL DISTRICT AND THE RIVERSIDE  
COMMUNITY COLLEGE DISTRICT FOR COLLEGE  
ATHLETIC PROGRAMS  
AT  
MULTIPLE SCHOOL SITES**

This Joint Use Agreement ("Agreement") is dated as of February 22, 2005, by and between the Riverside Unified School District ("District"), a public school District duly organized and existing under the laws of the State of California and the Riverside Community College District ("Tenant"), a public body duly organized and existing under the laws of the State of California, (collectively the "Parties").

**RECITALS**

**WHEREAS**, District is the owner of real property and improvements thereon known as Central Middle School located at 4795 Magnolia Avenue, Riverside (Central), which is available to be used by Tenant for community recreational and educational purposes; and

**WHEREAS**, District is the owner of real property and improvements thereon known as Ramona High School located at 7675 Magnolia Avenue, Riverside (Ramona), which is available to be used by Tenant for community recreational and educational purposes; and

**WHEREAS**, the Tenant's property and improvements are temporarily not available to Tenant for their own use due to construction activities;

**WHEREAS**, the Tenant and District desire to use and improve Facilities for community recreational and educational purposes; and

**WHEREAS**, the Tenant and District desire to establish this Agreement as a collaborative effort.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the collaborative agreements herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term and Termination. The term of this Agreement shall be for a period beginning on February 22, 2005 and ending June 30, 2005. More specifically, days of the week and hours of use shall be:

- A. For Central (football practice), term of use shall be April 4, 2005 to May 26, 2005. Use shall be on days when Tenant's classes are in session, Monday through Thursday, from 3:30 p.m. until 5:30 p.m.
- B. For Central (Soccer Tournament), the term of use shall be April 8, 2005. Use shall be for one day, 6:30 a.m. to 6:30 p.m.
- C. For Ramona (track practice), term of use shall be February 22, 2005 to May 13, 2005. Use shall be Monday through Friday, from 2:00 p.m. until 3:00 p.m.
- D. For Ramona (graduation), term of use shall be June 8, 2005 to June 10, 2005. Specific times for setup, practice, ceremony and clean up shall be coordinated in advance with the School Site Principal.

District or Tenant may terminate this Agreement by giving written notice of termination in the manner set forth in paragraph 14 of this Agreement no later than thirty (30) days prior to desired termination date, or if the District takes formal action to determine that the Facilities must be used for District operations, the District may terminate this Agreement by giving ten (10) days written notice in advance of the desired termination date.

2. Facilities Covered. The term "Facilities" will be used for the purposes of this Agreement to mean a non-exclusive portion of Central and Ramona more specifically described as follows:

- A. For Central (football practice), an area of turf field in the northwest corner of the campus and depicted on Exhibit A - Plot Plan, which is attached hereto and made a part hereof.
- B. For Central (soccer tournament), the entire athletic field area, adjacent hard court areas and one rest of restrooms.
- C. For Ramona (track practice), the track and adjacent field areas within the District Stadium Complex at Ramona High School.
- D. For Ramona (graduation), the District Stadium Complex at Ramona High School and adjacent areas as required.

In addition to the specific areas designated above, the Facilities shall be inclusive of non-exclusive use of the parking facilities and the appropriate ingress and egress path of travel.

3. Obligation of Tenant. During the term of this Agreement, Tenant hereby covenants and agrees to the following:

- A. Upon the expiration of the term of this Agreement, or upon the sooner Termination thereof, and when surrendered, Tenant will leave Facilities in as a good order and condition as Facilities were at the beginning of their term of this Agreement.
- B. District will have the right, but not the obligation, to make repairs to Facilities and improvements.
- C. Any obligation for the custodial or grounds service necessary to keep Facilities in a neat, orderly, and sanitary condition, including picking up trash and debris, at all times during its use thereof under this Agreement will be the Tenant's responsibility.
- D. Allow no vehicles to enter upon Central or Ramona except as may be necessary and authorized for the limited purposes of maintenance, operation, and delivery of goods and services or in designated public parking lots.
- E. May provide and maintain additional toilet facilities at District Facilities, if necessary, in conjunction with Tenant activities. District will approve and locate the type of toilet facilities being portable, mobile, temporary, or fixed.
- F. Appoint Barry Meier (222-8420), Bill Brown (222-8456), Scott Parks (222-8322), Annette Meneses (222-8374) and Linda Lacy (222-8105), employees of Tenant, with whom District, or any other authorized agent of District, may confer regarding the terms of this Agreement.
- G. Enforce all District rules, regulations, and policies provided by the District while directing community recreational and educational activities at District Facilities.
- H. Provide personnel necessary for the direction or supervision of activities sponsored by the Tenant at District Facilities.

4. Obligation of District. During the term of this Agreement, District hereby covenants and agrees to the following:

- A. Appoint Ken Muller (788-7149), employee of District, with whom Tenant, or any other authorized agent of the Tenant, may confer regarding the terms of this Agreement.
- B. Perform normal maintenance on District Facilities as required under normal working conditions and fair wear and tear.

5. Improvements

- A. Tenant will obtain prior written consent of District to make any alterations, additions, or improvements to Facilities. Tenant understands that any such alterations, additions, or improvements must comply with all state and local standards.

At Central, the Parties acknowledge, and the District consents to 1) eradication of gophers, 2) provision of one hundred (100) tons of dirt in order to level field, 3) scalping the grass to one half inch, 4) fine grading field, 5) lining fields, 6) fertilizing fields and 7) mowing field twice a week.

- B. Any such alterations, additions, or improvements will be at the expense of Tenant, unless otherwise agreed upon.

6. Limitations on Use. Tenant agrees that no business shall be carried on or conducted on the Facilities in violation of any regulations, order of law, statute, bylaw, ordinance or policy of any governmental agency having jurisdiction. Tenant shall not commit or suffer to be committed on said Facilities any nuisance or other act which may disturb the quiet of District's operations or of adjoining property owners or occupants.

Tenant agrees that the Facilities will be used for educational and recreational purposes and related services.

Tenant agrees that the grounds will not be used for warehousing materials or maintenance and repair of vehicles.

Tenant agrees that Tenant and its guests will not interact with, interfere with, or otherwise have any contact with District's students who may be present during Tenant's use of Facilities.

7. Insurance.

A. Tenant, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with limits of not less than \$1,000,000 per occurrence.
2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
3. Workers' Compensation as required under California State law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Tenant and District against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under Section 7 (A) shall not in any way limit the liability of Tenant.

Tenant shall furnish District with a Certificate of Self-Insurance endorsed to District evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to District of any material modifications, change or cancellation of the above insurance coverages.

B. District, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence.
2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
3. Workers' Compensation as required under California State law.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Tenant and District against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under Section 7 (B) shall not in any way limit the liability of District.

District shall furnish Tenant with a Certificate of Self-Insurance endorsed to Tenant evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Tenant of any material modifications, change or cancellation of the above insurance coverages.

8. Indemnification.
  - A. Tenant is financially responsible for damages caused by Tenant's use of District Facilities.
  - B. Tenant agrees to defend, indemnify and hold District, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of any liability or claim of liability for personal injury, bodily injury, contractual liability and damage to property sustained or claimed to have been sustained arising from the use or occupancy of the Facilities or arising from the negligence of the Tenant or any of its officers, agents, employees, students or volunteers.
  - C. District agrees to defend, indemnify and hold Tenant, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions or misconduct of District its officers, employees, agents or volunteers. District assumes no responsibility whatsoever for any property placed on Facility.
  - D. Tenant's obligations to indemnify, defend and hold harmless as hereinabove provided shall continue notwithstanding the expiration or termination of this Agreement.

9. Hazardous Materials. District warrants that to the best of its knowledge, the Facilities are free of hazardous materials, as defined hereinafter.

Tenant shall keep the Facilities completely free of hazardous materials, as defined hereinafter. In the event that it is discovered that the Facilities have become contaminated with hazardous materials, due to the action of Tenant, Tenant, at its sole cost and expense, shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all hazardous materials on, from, or affecting any portion of the Facilities. Tenant agrees to defend, indemnify, and hold harmless District, its employees, agents, and volunteers from and against all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney's fees, of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to the presence, disposal release, or threatened release of any hazardous materials on or about the Facilities resulting from Tenant's actions or omissions.

For purposes of this section, "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, petrochemicals or derivatives, asbestos or related materials and pesticides.

10. Emergency Compliance. Tenant shall at all times follow the instructions and directions of District staff during a School emergency or during a Facility emergency practice drill, as to evacuation, assembly, emergency care, protection of persons and property, and ingress and egress to the School.

11. Inspection. Tenant has inspected the Facilities which are the subject of this Agreement and agrees that, as of the date of execution of this Agreement, said Facilities are acceptable.

12. Tobacco Free Facilities. Smoking of cigarettes or other tobacco products is prohibited in all buildings and all grounds owned or leased by the District at any time, including the Facilities subject to this Agreement. The consumption of alcoholic beverages is strictly prohibited anywhere on the School.

13. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:



If to District:

Riverside Unified School District  
Post Office Box 2800  
Riverside, CA 92516  
Attn: Deputy Superintendent, Business Services

If to Tenant:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attn: Vice Chancellor, Administration and Finance

With a copy to: Vice Chancellor, Student Services and Operations  
With a copy to: Dean, Athletics/Physical Education Department

14. Assignment. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet said Facilities or any part thereof or any right or privilege appurtenant thereto, or suffer any other person to occupy or use said Facilities or a portion thereof, without the prior written consent of District. Any such assignment without the District's consent shall be void and shall, at the option of the District, terminate this Agreement.

15. Non-Waiver. The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

16. Authority. The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement. District further warrants and represents to Tenant that District has complied with all applicable federal, state, and local statutes, ordinances and regulations with respect to the offering of Facility to Tenant under this Agreement.

17. Entire Agreement. Except as provided for herein with regard to the contemplated Operations Agreement, this Agreement sets forth the entire agreement between Tenant and District, and any modifications or extensions must be in the form of a written amendment duly noticed and approved at a public meeting.

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

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

RIVERSIDE UNIFIED SCHOOL  
DISTRICT

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor Administration  
and Finance

\_\_\_\_\_  
Michael H. Fine  
Deputy Superintendent  
Business Services and Governmental  
Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

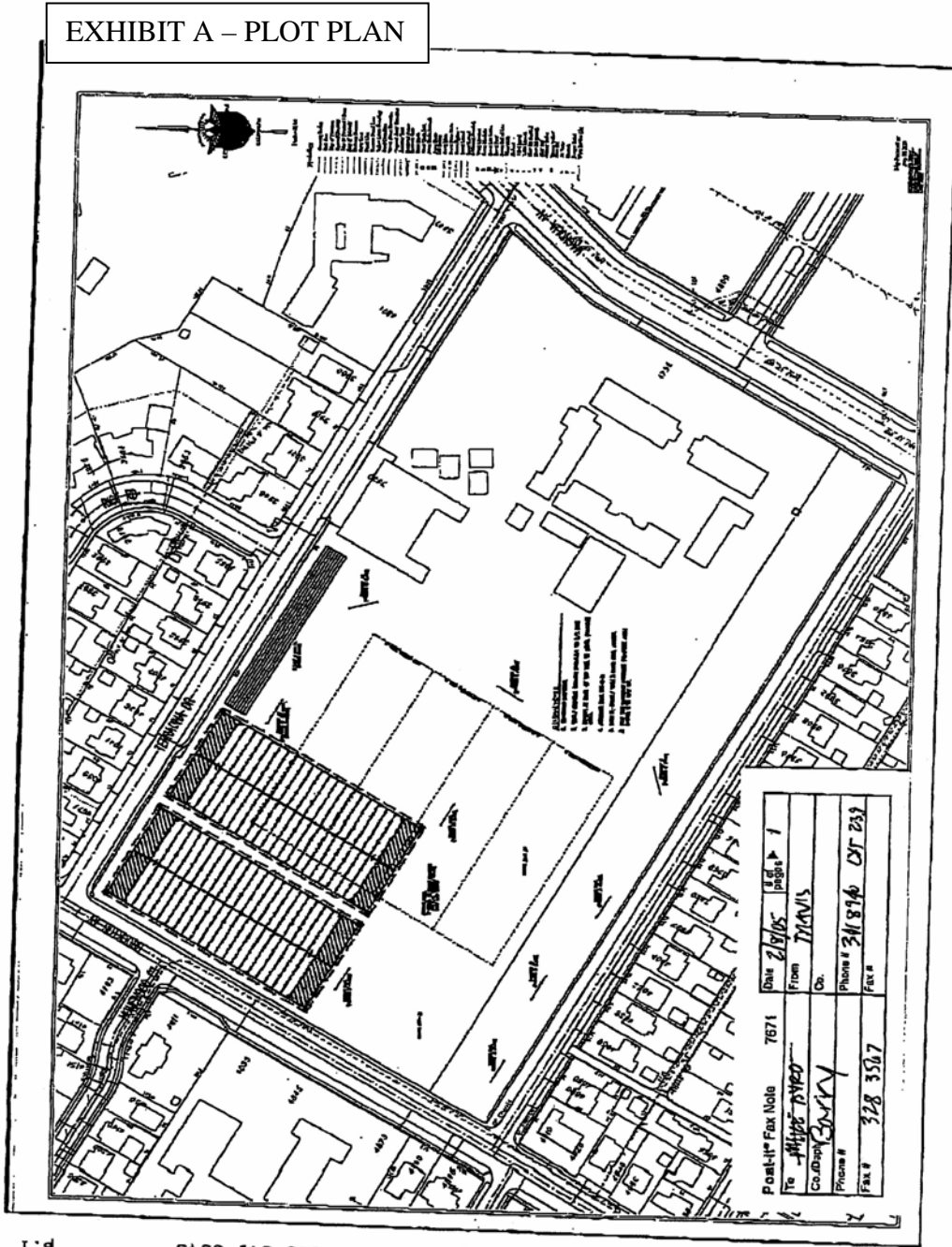
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Facilities-Grounds

951-328-3567

p. 1

EXHIBIT A - PLOT PLAN



Post-Net Fax Note	7671	Date	2/8/05	Page	1
To	ALICE BRYAN	From	TRAVIS		
Company	SAVY	City			
Phone #		Phone #	314 874 0723		
Fax #	328 3517	Fax #			

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909 341 8945

KCT CONSULTANTS, INC.

Feb 08 05 08:21a

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-11

Date: May 17, 2005

Subject: Agreement with Jennifer Vaughn-Blakely

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Jennifer Vaughn-Blakely to assist the Associate Dean for Early Childhood Programs in preparing a grant proposal to the "Child Care Access Means Parents in School" (CCAMPIS) program. If funding is secured, it will enable RCC students with Federal Pell Grants to secure substantial financial assistance in meeting early childhood education expenses for their children who are enrolled at the three RCC operated child centers. Grants in this program typically range between \$80,000.00 and \$120,000.00. The agreement covers the period from May 18 through June 30, 2005 and covers a scope of work not to exceed 40 hours at the rate of \$75.00 per hour. Funding source: Fund 33 Childcare Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement between RCCD and Jennifer Vaughn-Blakely to assist the Associate Dean for Early Childhood Programs in preparing a grant proposal to the "Child Care Access Means Parents in School" (CCAMPIS) program and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie Whitaker-Meneses  
Associate Dean, Early Childhood Programs

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN RIVERSIDE COMMUNITY  
COLLEGE DISTRICT  
AND  
JENNIFER VAUGHN-BLAKELY

This Agreement, entered into this May 18, 2005, between RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Jennifer Vaughn-Blakley, whose address is 5198 Arlington Avenue, #316, Riverside, CA, 92504, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning May 18, 2005, and will continue in effect until June 30, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.

- 4.04 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.05 Assignment and Delegation. 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 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

#### ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

#### ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 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 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

Riverside Community College District

Independent Contractor

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

\_\_\_\_\_  
Jennifer Vaughn-Blakely

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### Independent Contractor Agreement Between Riverside Community College District And Jennifer Blakely

#### SCOPE OF SERVICES

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

#### Child Care Access Means Parents in School (CCAMPIS) Proposal Development

Jennifer Blakley will provide (upon Board of Trustees approval) proposal development services to the Riverside City Campus that will include, but not be limited to the following:

- Perform all activities necessary to plan and develop both a CCAMPIS grant 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 Jennifer Vaughn-Blakley 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 CCAMPIS 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 3, 2005. The proposal package will be a complete set of documents with all materials necessary to meet the CCAMPIS 2005 Request For Application requirements.
- One complete, written CCAMPIS 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 3, 2005. The proposal package will be a complete set of documents with all materials necessary to meet the CCAMPIS 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 Jennifer Blakley

COMPENSATION

1. Proposal Development Services – Child Care Access Means Parents in School (CCAMPIS) Program

These agreed upon totals, \$3,000.00 for the development and writing of the submission (grand total not to exceed \$3,000.00), include all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice as follows:

Child Care Access Means Parents in School (CCAMPIS)

\$1,500 each      Upon completion of a preliminary draft as outlined in Exhibit A

\$1,500 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  
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: May 17, 2005

Subject: 2007-2011 Five-Year Capital Construction Plan

Background: Attached for the Board's review and consideration is the 2007-2011 Five-Year Capital Construction Plan, the Initial Project Proposal (IPP) summary for the Riverside Student Services Building and the Final Project Proposal (FPP) summaries for Riverside Nursing/Science and Moreno Valley Phase III.

The State Chancellor's office requires community colleges to submit annually a Five-Year Capital Construction Plan. Since the Board's approval of the 2004 Capital Construction Plan last May, the following projects have been added:

1. Relocatable Swing Space
2. Landis Modernization
3. Natural/Biological/Physical/Health Science Center name changed to Nursing/Sciences Building
4. ADA Transition II
5. Utility Master Plan
6. Traffic Master Plan
7. Bridge Space

The Five-Year Plan and the IPP and FPP's were previously discussed at the April and May meetings of the Board's Planning and Development Committee.

Recommended Action: It is recommended that the Board of Trustees approve the 2007-2011 Five-Year Construction Plan, the Initial Project Proposal for the Student Services Building and the Final Project Proposals for Riverside Nursing/Science and Moreno Valley Phase III and authorize staff to submit them to the California Community Colleges Chancellor's Office.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: May 17, 2005

Subject: 2007-2011 Five-Year Capital Construction Plan

Background: Attached for the Board's review and consideration is the 2007-2011 Five-Year Capital Construction Plan, the Initial Project Proposal (IPP) summary for the Riverside Student Services Building and the Final Project Proposal (FPP) summaries for Riverside Nursing/Science and Moreno Valley Phase III.

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Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities

# RIVERSIDE COMMUNITY COLLEGE

---

Moreno Valley Campus • Norco Campus • Riverside City Campus

May 17, 2005

THE FOLLOWING IS A TRUE AND EXACT COPY OF AN EXCERPT FROM THE AGENDA AND MINUTES OF THE RIVERSIDE COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING OF MAY 17, 2005.

It was moved, seconded and carried that the Riverside Community College District Board of Trustees approve the Five Year Capital Construction Plan for the planning period (2007-2011) and the accompanying Final Project Proposals (FPP's) and Initial Project Proposal (IPP) and authorize the submittal of these documents to the California Community College Chancellor's Office in accordance with Education Code 81820 Et. Seq.

The Final Project Proposals (FPP's) being submitted are for the following projects:

**Nursing/Sciences Building (Riverside City Campus)**  
**Phase III-Student Academic Services Facility (Moreno Valley Phase III)**

The Initial Project Proposal (IPP) being submitted is for the following project:

**Student Services Center (Riverside City Campus)**

\_\_\_\_\_  
Dr. Salvatore G. Rotella  
Chancellor  
Riverside Community College District

\_\_\_\_\_  
Mark Takano  
President  
Board of Trustees

\_\_\_\_\_  
May 17, 2005  
Date



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FIVE YEAR PLAN  
State Vote for 06/07 Bond June or November**

**REVISED**

		4-YEAR BOND		NEW 4-YEAR BOND				NEW 4-YEAR BOND		
PROJECT/CAMPUS	CATEGORY	2004/05	2005/06	2006/07	2007/08	2008/09	2009/2010	2010/2011	2011/2012	2012/2013
Martin Luther King High-Tech Center (IPP/FPP) RCC, Total: \$9,157,000 - State	C	E=\$4,264,000	Occupy							
Physical Education Complex, Ph I (IPP/FPP) RCC, Total: \$5,025,600 - State & Non-State		C=\$4,300,330	E=\$300,000							
Lovekin Complex Swing Space RCC, Total: \$4,308,944		PW = \$276,272	CE=\$4,032,672							
Multi-Tier Parking Structure RCC, Total: \$22,850,363 - Non-State			CE=\$21,483,734	Occupy						
Quad Building Reconstruction (IPP/FPP) RCC, Total: \$13,147,000 - State	C		C=\$12,175,000	E=\$972,000	Occupy					
Center for Primary Education (IPP/FPP) RCC Share: Total: \$6,019,419 - State & Non-State	B		APW=\$1,426,514	C=\$4,368,586	E=\$224,319 Occupy					
School for Performing Arts - Phase I (IPP/FPP) RCC, Total: \$37,426,620 - State & Non-State	B			PW=\$3,138,041	CE=\$34,288,579	Occupy				
Lovekin Complex Swing Space <b>REMODEL</b> RCC, Total: <b>\$TBD</b> Non-State										
Bridge Space District, Total \$1,600,000 Non-State			C=\$1,600,000							
Nursing/Sciences Building (IPP/FPP) RCC, Total: \$55,716,633 Non-State	B				PW=\$3,855,286	C=\$45,207,852	E=\$6,653,494 Occupy			
Student Services Center (IPP) RCC, Total: \$18,081,045- State						PW=\$1,622,925	C=\$16,458,120	Occupy		
Physical Education Complex, Ph II (IPP/FPP) RCC, Total: \$9,627,000 - State	D-1				PWC=\$9,497,000		E=\$130,000	Occupy		
Lovekin Complex Swing Space <b>REMODEL</b> RCC, Total: <b>\$TBD</b>										
Physical Education Complex, Ph III (IPP/FPP) RCC, Total: \$18,640,000 (\$5,395,000 N/State)	D-1					PW=\$1,591,000	C=\$15,985,000	E=\$1,064,000 Occupy		
ADA Transition II										
Utility Master Plan										
Landis Modernization										
Traffic Master Plan										
Early Childhood Education Center (IPP/FPP) Norco, Total: \$2,396,000 - State <i>BOG Approved</i>	D-1	E=\$158,000								
Phase III Norco/Industrial Tech (IPP/FPP) Norco, Total: \$17,410,275 - State	B		PW=\$1,165,801 funded	C=\$13,505,267	E=\$2,739,207 Occupy					
Norco Center Site Development Norco - \$4,880,000 -N/CUSD						PW, C=\$4,880,000				
Norco Phase IV Norco, Total: \$14,537,000 - State	E						PW=\$1,300,000	C=\$10,240,000		E=\$2,997,000 Occupy
Early Childhood Education Ctr (IPP/FPP) MoVal, Total: \$2,239,000 -State <i>BOG Approved</i>	D-1	E=\$158,000								
Ph III-Student Academic Services Facility (IPP/FPP) MoVal, Total: \$10,626,851 - State	B				PW=\$803,366	C=\$9,286,651	E=\$536,834 Occupy			
Moreno Valley Center Site Development MoVal, Total: \$5,880,000 - Non-State						PW, C=\$5,880,000				
<b>TOTAL FUNDING: \$248,564,850</b>		\$9,156,602	\$42,183,721	\$21,983,894	\$51,407,757	\$68,468,428	\$41,063,448	\$11,304,000		\$2,997,000

**LEGEND:**

A = Acquisition    P = Preliminary Plans    W = Working Drawings    C = Construction    E = Equipment/Occupancy  
 - Riverside City Campus   
 - Moreno Valley Campus   
 - Norco Campus   
 - District

No.	Project	Occupancy	Source	Schedule of Funds							
				2005/2006	2006/2007	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	
1	MARTIN LUTHER KING HIGH-TECH CE		Riverside City College								
	31,192	2004/2005									
		\$8,711,000	State								
		\$418,000	NonState								
2	EARLY CHILDHOOD EDUCATION CEN		Norco Center								
	6,200	2004/2005									
		\$2,309,000	State								
		\$87,000	NonState								
3	EARLY CHILDHOOD EDUCATION CEN		Moreno Valley Center								
	6,200	2004/2005									
		\$2,157,000	State								
		\$82,000	NonState								
4	PHYSICAL EDUCATION COMPLEX PAR		Riverside City College								
		2005/2006									
		\$4,552,047	NonState								
5	LOVEKIN COMPLEX SWING SPACE		Riverside City College								
		2005/2006	(C)								
		\$4,309,000	NonState	\$4,309,000							
6	PARKING STRUCTURE 1		Riverside City College								
		2006/2007									
		\$19,767,000	NonState								
7	QUAD BUILDING RECONSTRUCTION		Riverside City College								
	-2,257	2006/2007									
		\$12,554,000	State								
		\$1,177,000	NonState								
8	PHASE III-NORCO/INDUSTRIAL TECH		Norco Center								
	32,557	2007/2008		(C)(E)(P)(W)							
		\$14,643,000	State	\$14,643,000							
		\$1,674,000	NonState	\$1,674,000							
9	CENTER FOR PRIMARY EDUCATION		Riverside City College								
	13,649	2008/2009		(C)(E)(P)(W)							
		\$4,513,000	State	\$4,513,000							
		\$506,000	NonState	\$506,000							
10	RIVERSIDE SCHOOL FOR THE ARTS		Riverside City College								
	59,267	2008/2009		(C)(E)(P)(W)							
		\$27,297,000	State	\$27,297,000							
		\$10,298,000	NonState	\$10,298,000							
11	NURSING/SCIENCES CENTER		Riverside City College								
	48,774	2010/2011		(C)(E)(L)(P)(W)							
		\$50,033,000	State	\$50,033,000							
		\$5,658,000	NonState	\$5,658,000							





# Initial Project Proposal

District: Riverside Community College District  
 College/Center: Riverside City College  
 Project Name: Student Services Center

**Check All That Apply**

	Project Costs	State \$ Requested
Acquisition	\$0	\$0
Preliminary Plan	\$633,798	\$123,638
Working Drawin	\$989,127	\$333,207
Construction	\$16,458,120	\$15,816,095
Equipment	\$0	\$0
<b>Total</b>	<b>\$18,081,045</b>	<b>\$16,272,940</b>

Budget Year 2008  
 ENR 4328  
 5-Yr. Plan Priority 13  
 ASF 38,000

- Site Acquisition
- New Construction
- Reconstruction
- Replacement
- Infrastructure
- Study
- Other \_\_\_\_\_

**PROJECT DESCRIPTION (Including Total WSCH and Growth WSCH):**

This project is a replacement for the Student Services/Administration Center Project. The Student Services Department provides innovative and comprehensive services which promote student achievement and success. An increased student population has created the need to consolidate the multifunctional Student Services Department into a single location to provide services in a more efficient, cost effective and less intimidating manner. The Riverside Campus is located in Riverside County, now the fastest growing county in the State of California. In the seven-year period from 1996-2003, the District has realized an actual growth of 57% in WSCH per the State Long Range Enrollment and WSCH Forecast, 2004. The District anticipates an additional growth of 50% in the next 5 years. Therefore, the District is proposing a remodel of Life Science (Bldg. 20) and Physical Sciences (Bldg. 22) Buildings to consolidate the Student Services function into a single location.

**Describe how this projects supports the district's/colleges' master plan and 5-Yr. Construction Plan.**

This project responds to the District's Educational and Facilities Master Plans to consolidate the various Student Services components currently scattered throughout eight buildings on the Riverside Campus into a main Student Services Center located adjacent to the existing Student Union. This will form a Student Services quad located in the center of the campus, which will serve as the "Gateway to the College." This central hub is sited close to the historic Quadrangle Building and the MLK High-Tech Center, the two largest classroom buildings on campus, which will facilitate easy wayfinding for all Student Services by the students and community. In addition, the project supports the Five-Year Construction Plan by locating the largest lecture and laboratory classroom buidings, the Quadrangle, MLK High-Tech Center and the proposed Nursing/Sciences Building, into one consolidated, easy to access area, while creating a separate, central quad area that consolidates all Student Services components, thereby facilitating location of the

**Provide CEQA status of the project. Check all that apply.**

	Project Under Review	Hearings Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initial Study	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Negative Declaration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final EIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

District Contact: Mr Aan Tan  
 Date: May 17, 2005  
 Prepared by: Rick Hernandez

Phone No: 951-222-8201  
 FAX No. 951-328-3588  
 E Mail Address: aan.tan@rcc.edu

The District approves and verifies that this proposal presents the basic scope and cost of the project.  
 Approved by: \_\_\_\_\_ Signature: \_\_\_\_\_

State Chancellor's Office reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

# Initial Project Proposal

## TYPE OF PROJECT AND QUALIFYING INFORMATION

Please answer all questions. Unanswered questions will be considered not applicable

Yes No N/A

### LIFE SAFETY PROJECT

Required Supporting report is attached to establish imminent danger.

### PROJECT DESIGN

Construction and equipment design conform with State design and cost guidelines

### INFRASTRUCTURE

Check type of project:  New construction  Reconstruction  Replacement

Loss or failure of infrastructure is imminent.

### MASTER PLANNING OR PROJECT PLANNING

District's general fund's ending balance is less than 5% of the total general fund expenditures.

### INSTRUCTIONAL SPACE

Check type of space:  New construction  Replacement  Alteration

Check major ASF:  Classroom  Teaching labs  Lib/Learn'g Ctr.

This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.

Detailed Analysis	Classroom-%	Laboratory-%	Office -%	Library-%	AV/TV-%
Existing capacity/load ratio	65.00%	76.00%	77.00%	63.00%	15.00%
Ratio at project completion	87.00%	88.00%	99.00%	67.00%	80.00%

### ACADEMIC SUPPORT, STUDENT SERVICES OR ADMINISTRATIVE SPACE

Check type of space:  New construction  Replacement  Alteration

Check major ASF:  Office  Other types

### OTHER FACILITY PROJECTS

Check type of space:  New construction  Replacement  Alteration

Check primary asf of requested space:  Physical Educ.  Performing Arts

Child Develop.  Maintenance  Warehouse  Cafeteria, and/or

Other facilities to complete a balanced campus.

There is an existing facility building in use for this proposed project.

### SUPPLEMENTAL INFORMATION AND ALTERNATIVES EXPLORED

There is an existing facility in use for the proposed project.

Cost to reconstruct existing building is more than 50% of cost of a new building.

Usage in new building will be the same as usage in the building replaced.

Replaced building will be demolished and costs are included in the project.

Reconstruct existing space rather than build new space.

Regional or joint use project with: other college(s), agency, private developer.

Scheduling alternatives in existing facilities (Saturdays, year-round, etc.).

Alternative instructional delivery systems, distance learning, other such means.

District or private funding sources.

Other: Local Bond Funds

Total construction period in number of Months

### Additional Forms/Pages enclosed

District Five-Year Construction Plan or project related pages of said document

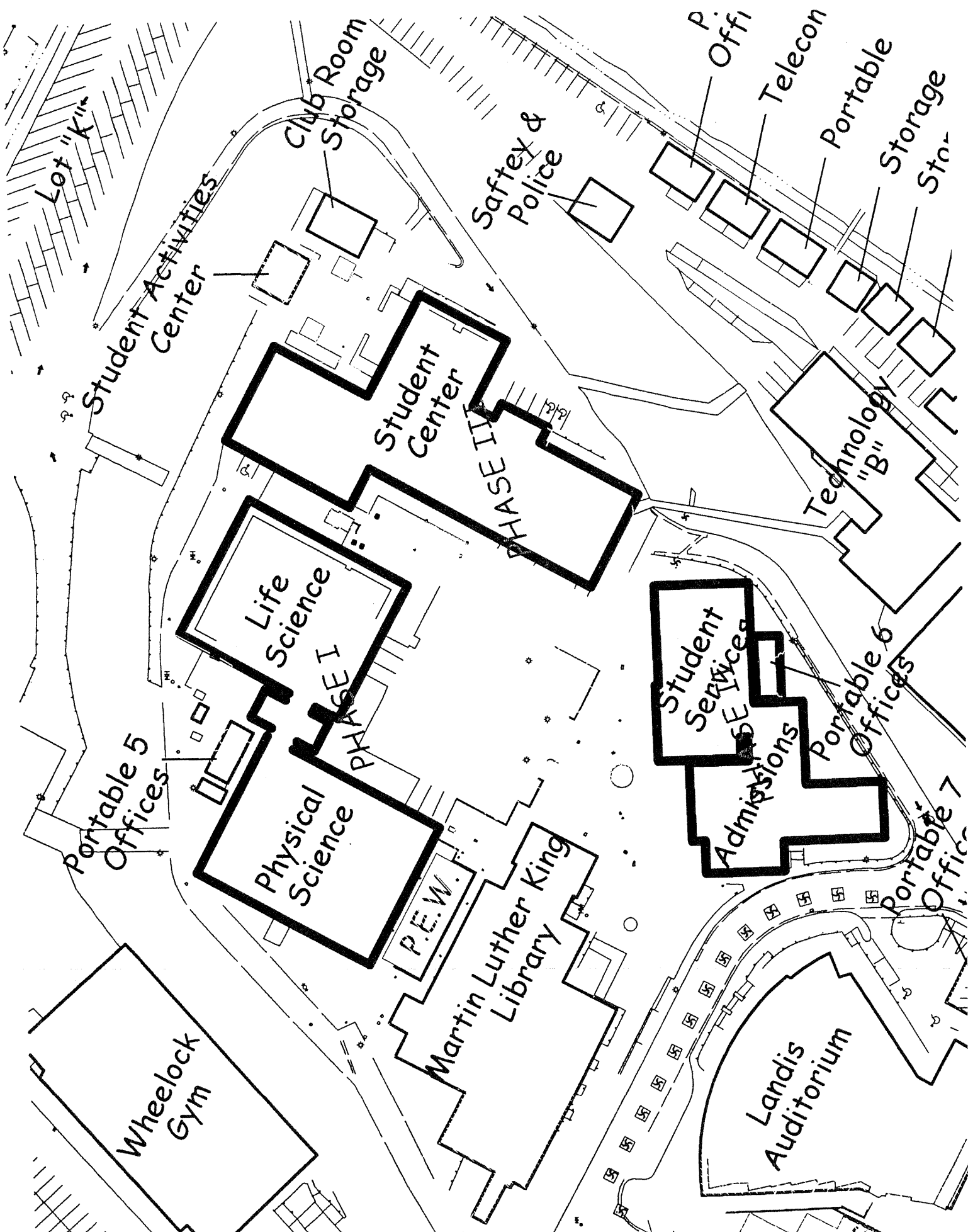
Critical Life-safety third party justification

Engineering test or other related documents

JCAF 32 Cost estimate Summary and Anticipated Time Schedule

Other FPP related forms





Lot "K"

Student Activities Center

Climb Room Storage

Saftey & Police

P. Offi

Telecon

Portable Storage Stoa...

Student Center

Life Science

PHASE I

Physical Science

PHASE II

Technology "B"

Student Services

Admissions

Portable 6 Offices

Portable 7 Offices

Portable 5 Offices

P.E.W.

Martin Luther King Library

Wheelock Gym

Landis Auditorium

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-3

Date: December 14, 2004

Subject: Agreement to Hire GKK Corporation to Prepare the Final Project Proposal (FPP)  
Submittal for Nursing/Science, Riverside City Campus

Background: Staff is requesting that the Board of Trustees approve the hiring of GKK Corporation to prepare the Final Project Proposal for Nursing/Science which is due in the Chancellor's Office by May 1, 2005. GKK has had architectural experience in designing hospital buildings in Southern California (20+ hospitals). GKK's contract would run from December 15, 2004 through June 30, 2005 and not exceed \$33,000. The financing of this effort would be funded via Measure C bond proceeds.

Recommended Action: It is recommended that the Board of Trustees approve: 1) hiring GKK Corporation, at a cost not to exceed \$33,000, for the period December 15, 2004 through June 30, 2005; and 2) the use of Measure C bond proceeds for this purpose. It is further recommended that the Board of Trustees authorize the Vice President, Administration and Finance, to sign the contract.

  
Salvatore G. Rotella  
President

Prepared by: Aan Tan  
Associate Vice President  
Facilities and Planning

HK

2005 FEB 25 PM 2 25

February 23, 2005

MAR 01 2005



Aan Tan  
Vice President Facilities and Planning  
**Riverside Community College District**  
3845 Market Street  
Riverside, CA 92501

3 4 2 1 G A T O  
C O U R T S U I T E C  
R I V E R S I D E  
C A 9 2 5 0 7  
9 5 1 . 7 7 8 . 0 7 0 4  
F A X 9 5 1 . 7 7 8 . 0 4 0 5  
www.gkkcorp.com

Dear Mr. Tan,

GKK is pleased to be providing FPP services for your upcoming nursing services building. Riverside Community College District is among the many prestigious clients we have in the Riverside area, some of whom are serviced through our office in Riverside County:

- County of Riverside Administrative Office Building
- Loma Linda University Medical Center
- Corona Regional Medical Center
- Chaffey College
- Inland Valley Development Authority
- San Bernardino International Airport Authority
- Canyon Lake Club House and Community Center

GKK considers itself a good corporate citizen in your community: We are members of the Riverside Chamber of Commerce, pay local city taxes and have numerous staff who are residents in Riverside County.

We have enjoyed our relationship with RCCD to date and hope to continue to assist in delivering successful building project services for the District.

Sincerely,

A handwritten signature in black ink that reads 'Praful M. Kulkarni'.

Praful M. Kulkarni  
President + CEO

**COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32**  
(Architect's Cost Estimate - Alternative 4)

District: Riverside Community College District Date Prepared: May 17, 2005  
 College: Riverside City College Budget Ref. No.: \_\_\_\_\_  
 Project Name: Nursing/Sciences Building CFIS Ref No.: \_\_\_\_\_  
 Prepared by: GKKEducation CCI Index: 4328

Request for: A  P  W  C  E

<b>1. Site Acquisition</b>	<b>Acres:</b> <input type="text"/>		
A. Purchase price of property		\$0	
B. Appraisals		\$0	
C. Cost incurred in escrow		\$0	
D. Surveys		\$0	
E. Other costs		\$0	\$0
<b>2. Plans and Working Drawings</b> (Total may not exceed 13% of construction)			
A. Architectural Fee for Preliminary Plans.		\$1,150,474	
B. Architectural Fee for Working Drawings		\$1,479,181	
C. Project Management		\$821,767	
D. Division of the State Architect Plan Check Fee		\$213,851	
E. Community College Plan Check Fee		\$117,513	
F. Preliminary Tests (soil tests)		\$8,000	
G. Other costs		\$64,500	\$3,855,287
<b>3. Construction</b>			
A. Utility Service		\$597,150	
B. Site Development, Service		\$383,200	
C. Site Development, General		\$288,275	
D. Other Site Development		\$0	
E. Reconstruction		\$0	
F. New Construction (building) (w/Group I equipment)		\$39,819,744	
G. Other		\$0	\$41,088,369
<b>4. Tests and Inspections</b>			\$585,884
<b>5. Contingency</b>			\$2,054,418
<b>6. Construction Management</b> (if justified)			\$821,767
<b>7. Architectural and Engineering Oversight</b>			\$657,414
<b>8. Total Construction Costs</b> (items 3 through 7 above)			\$45,207,852
<b>9. Furniture and Group 2 Equipment - From Section 16.1</b>			\$6,627,995
<b>10. Total Project Costs</b> (items 1, 2, 8, and 9)			<b>\$55,691,133</b>

11.	Project Data	Outside Gross Square Feet	Assignable Square Feet	Ratio ASF/GSF	Unit Cost Per ASF	Unit Cost Per GSF
(3F)	New Construction	131,450	86,512	0.66	\$460	\$303
<b>12.</b>	<b>Anticipated Time Schedule</b>					
	Start Preliminary Plans		July-01-05	Advertise Bid for		Sept-01-07
	Start Working Drawings		July-01-06	Award Construction		March-01-08
	Complete Working Drawings		July-01-07	Advertise Bid for		Sept-01-09
	State Architect (ORS) Final Approval		Aug-01-07	Complete Project		March-01-10

ANALYSIS OF BUILDING SPACE USE AND WSCH - JCAF31

New Construction       Reconstruction

District: Riverside Community College District  
College: Riverside College

Project: Nursing/Sciences Building  
Prepared by: GKKEducation      Date: May 17, 2005

Room Type (1)	No. of Rooms (2)	4 Digit TOP (3a)	Name (3b)	Project Space ASF (4)	Total Project ASF by Room Use	Existing Space ASF (5)	New Space Programs ASF (4)-(5) (6)	ASF Change from Prior Submittal (If applicable) (7)	WSCH Capacity (8)	State Use Only	
										Cost per ASF per Guidelines	Total Allowable Cost
<b>110-115 Class and Class Service</b>											
110	25	0099	Lecture	28,631	28,631	8,591	20,040	N/A			
<b>210-215 Labs and Lab Service</b>											
<b>Health</b>											
210	1	1203	Clinical Skills Lab	5,410		4,028	1,382	N/A			
210	1	1203	Human Patient Simulator Lab	1,550		0	1,550	N/A			
215	0	1203	Lab Service (Clinical Skills)	0		63	-63	N/A			
<b>Life Science</b>											
210	2	401	Microbiology Labs	2,880		0	2,880	N/A			
210	2	401	Anatomy Labs	2,880		0	2,880	N/A			
210	3	401	General Labs	4,320		4,320	0	N/A			
210	2	401	Biology Labs	2,880		1,473	1,407	N/A			
210	1	401	Botany Lab	1,440		0	1,440	N/A			
215	1	401	Lab Service (Autoclave)	200		0	200	N/A			
215	4	401	Lab Service (Prep Rooms)	1,200		0	1,200	N/A			
<b>Chemistry</b>											
210	2	401	Organic Chem Lab	2,760		0	2,760	N/A			
210	3	401	General Chem Lab	4,140		0	4,140	N/A			
210	2	401	Instrumentation	200		0	200	N/A			
<b>Physical Science</b>											
210	1	1901	Geology Lab	1,000		1,000	0	N/A			
210	1	1901	Astronomy Labs	1,000		1,000	0	N/A			
210	2	1901	Physics Labs	2,000		5,405	-3,405	N/A			
215	7	1901	Lab Service(Storage)	5,376	39,236	2,730	2,646	N/A			
Sub-total ASF (this page)				67,867	67,867	28,610	39,257				



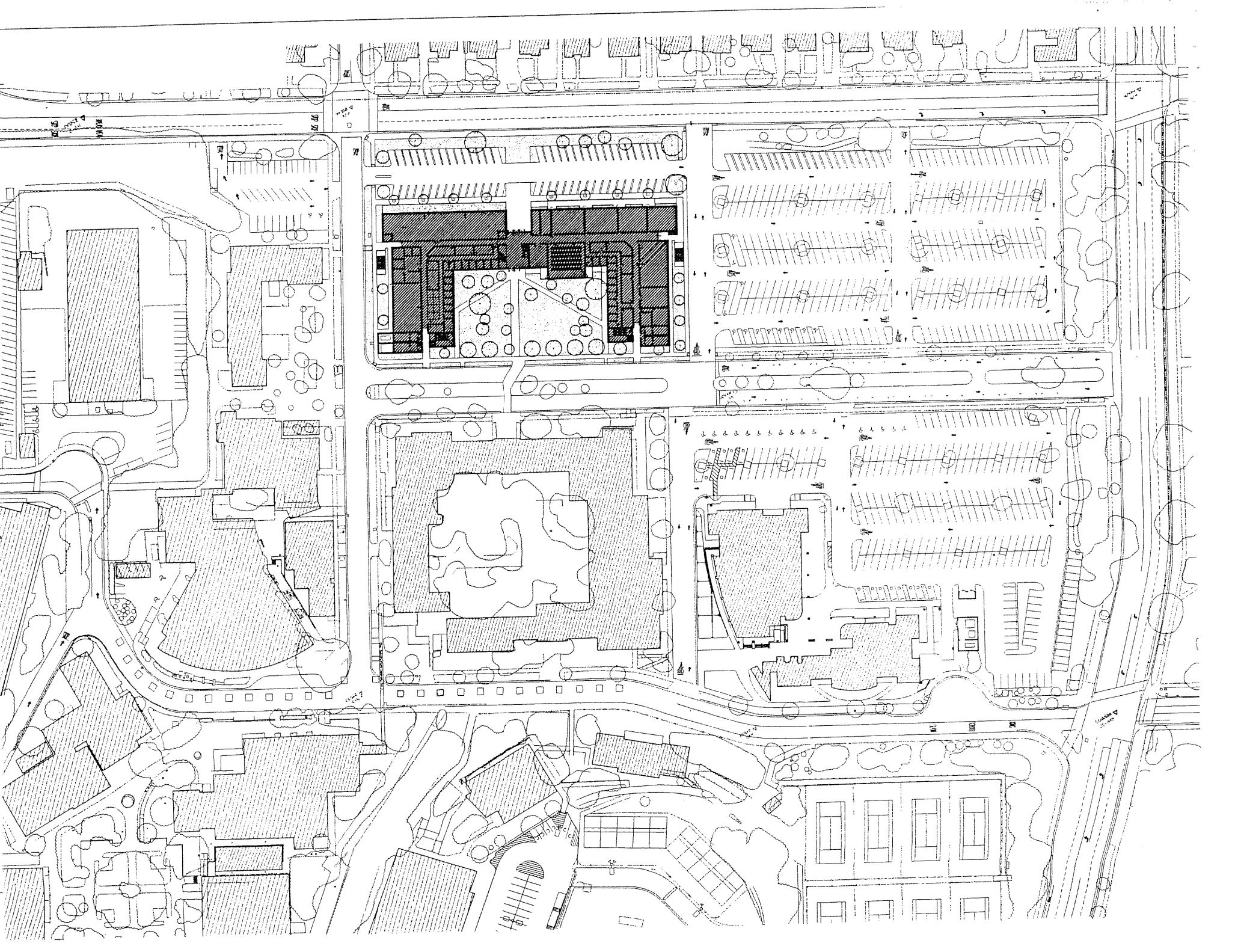
ANALYSIS OF BUILDING SPACE USE AND WSCH - JCAF31

New Construction  Reconstruction

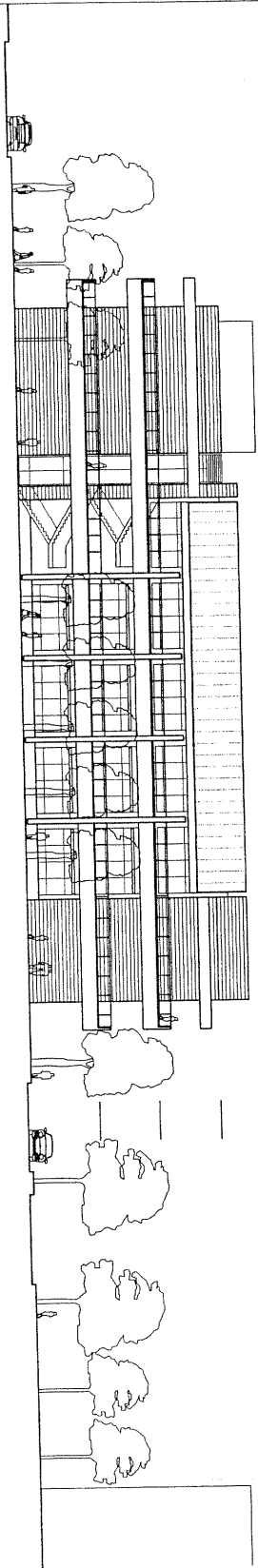
District: Riverside Community College District  
College: Riverside College

Project: Nursing/Sciences Building  
Prepared by: GKKEducation Date: May 1, 2001

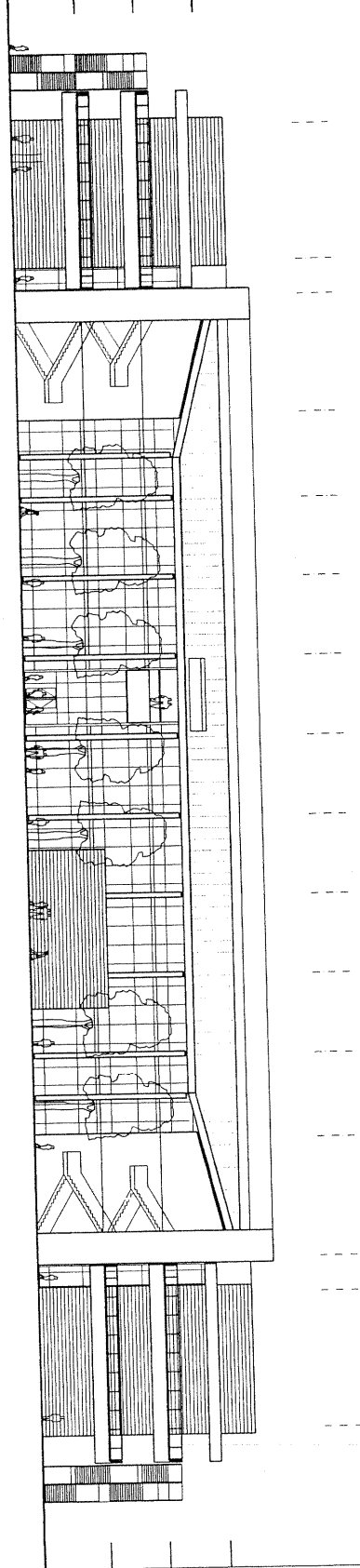
Room Type (1)	No. of Rooms (2)	4 Digit TOP (3a)	Name (3b)	Project Space ASF (4)	Existing Space ASF (5)	New Space Programs ASF (4)-(5) (6)	ASF Change from Prior Submittal (If applicable) (7)	WSCH Capacity (8)	State Use Only	
									Cost per ASF per Guidelines	Total Allowable Cost
<b>300-315 Office and Office Service</b>										
300	14	401	Office (L/S)	1,400	1,119	281	N/A			
	9	1900	Office (Chemistry)	900	383	517				
	25	1203	Office (Faculty) (Nursing)	2,500	1,292	1,208				
	1	1203	Office (Dean/Director) (Nursing)	202		202				
	1	1203	Office (IDS, Clerks) (Nursing)	549		549				
	21	1701	Office (Math)	2,167	600	1,567				
	6	1901	Office (P/S)	600	598	2				
	1	6310	Office (Nursing)	320		320				
	1	6470	Office (Nursing)	403		403				
315	1	401	Office Service (L/S)	100	98	2	N/A			
	1	1203	Office Service (Nursing)	152		152				
	1	1701	Office Service (Math)	90		90				
	1	6310	Office Service (Nursing)	302		302				
350	1	1901	Conference Room (P/S)	0	9,685	170	-170			
<b>530-535 Audio-Visual Arts</b>										
530	2	1203	Teleconference	954	954	0	954	N/A		
<b>680-685 Meeting Rooms</b>										
680	1	401	Meeting Room	300	315	-15	N/A			
	1	1203	Meeting Room	203	339	-136				
	1	1701	Meeting Room	400	0	400				
	1	1901	Meeting Room	515	1,418	133				
650	1	401	Rec./Lounge	200	0	200	N/A			
	2	1203	Rec./Lounge	739		739				
	2	1701	Rec./Lounge	774	1,713	774				
<b>730-735 Warehouse/Storage</b>										
730	2	401	Storage	1,384	816	568	N/A			
	1	1701	Storage	579		579				
	3	1203	Storage	2,912	614	2,298	N/A	4,875		
				0	4,875	2,402	-2,402			
	1	1901	Storage							
Sub-total ASF (this page)				18,645	18,645	9,128	9,517	N/A		
Total ASF				86,512	86,512	37,738	48,774			



WEST ELEVATION



NORTH ELEVATION



BUILDING ELEVATIONS  
SCALE 3/32" = 1' - 0"

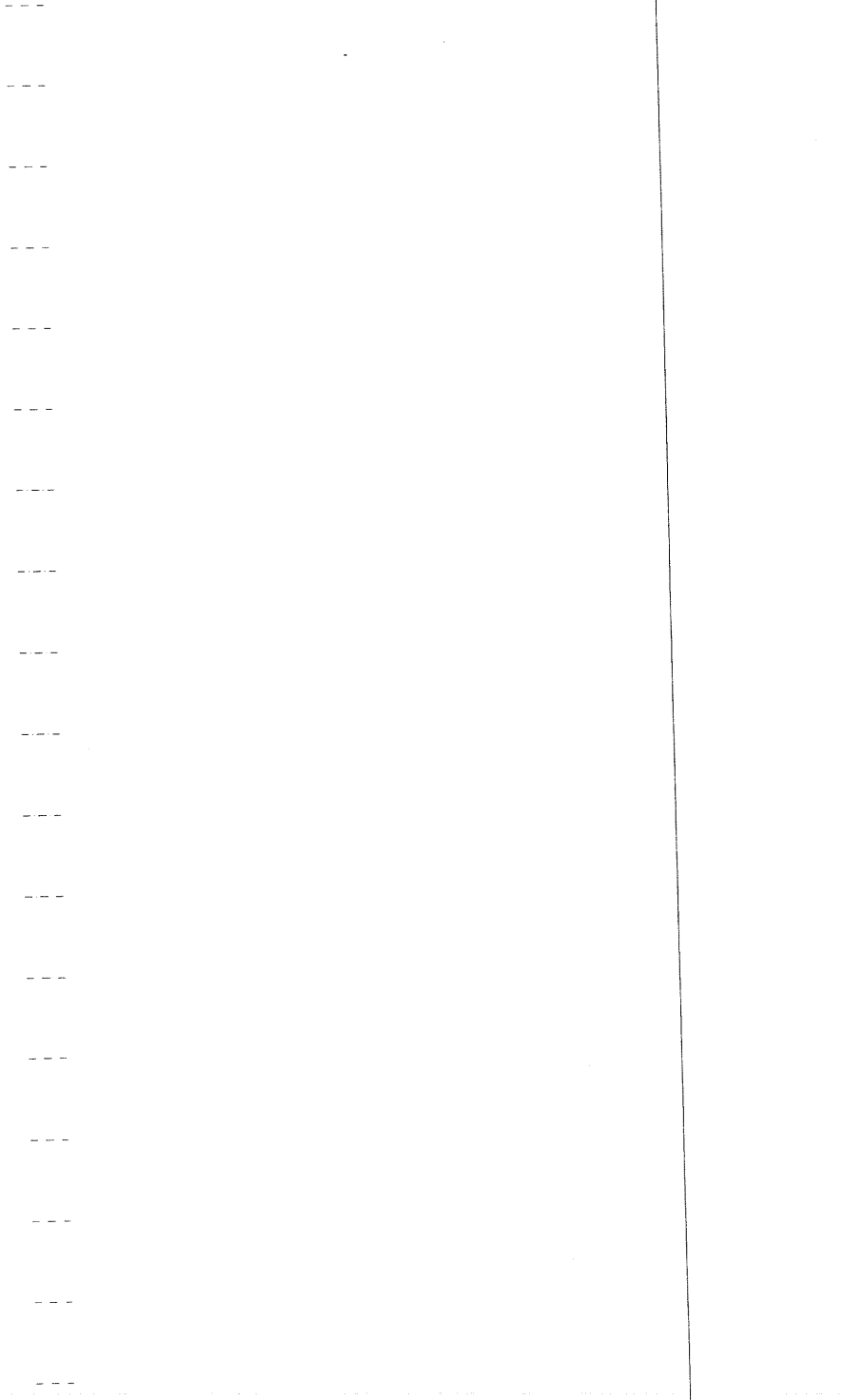
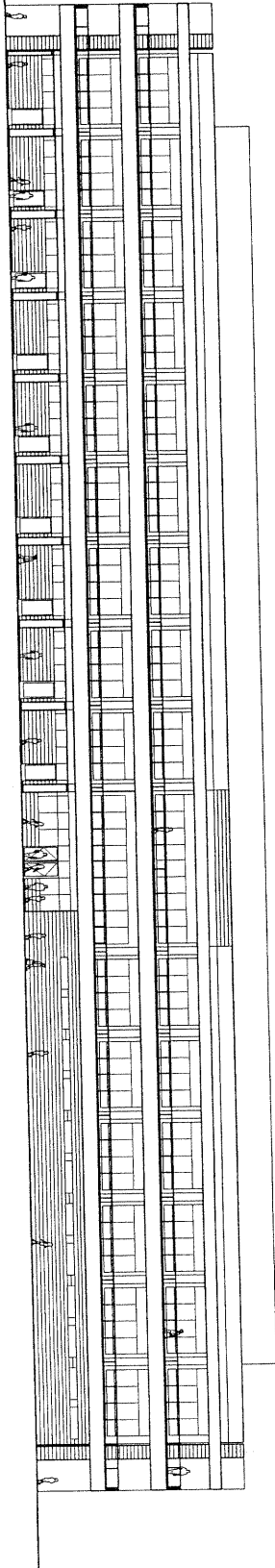
APRIL 14, 2005

RIVERSIDE COMMUNITY COLLEGE  
NURSING / SCIENCES BUILDING

RIVERSIDE, CALIFORNIA



SOUTH ELEVATION



BUILDING ELEVATIONS  
SCALE 3/32" = 1' - 0"

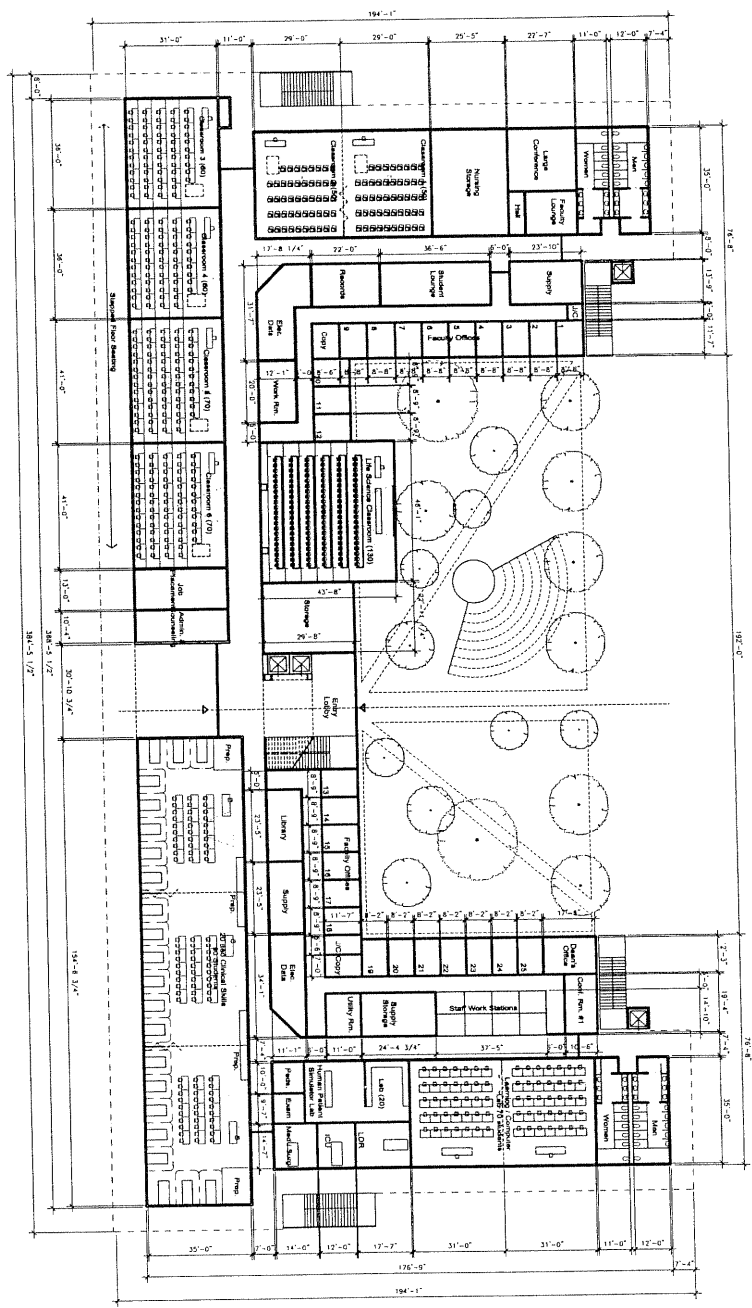
APRIL 14, 2005

RIVERSIDE COMMUNITY COLLEGE  
NURSING / SCIENCES BUILDING

RIVERSIDE, CALIFORNIA



  
**FIRST FLOOR PLAN**  
**Nursing Department**



**FIRST FLOOR PLAN**  
 SCALE 1/16" = 1' - 0"  
 APRIL 22, 2005

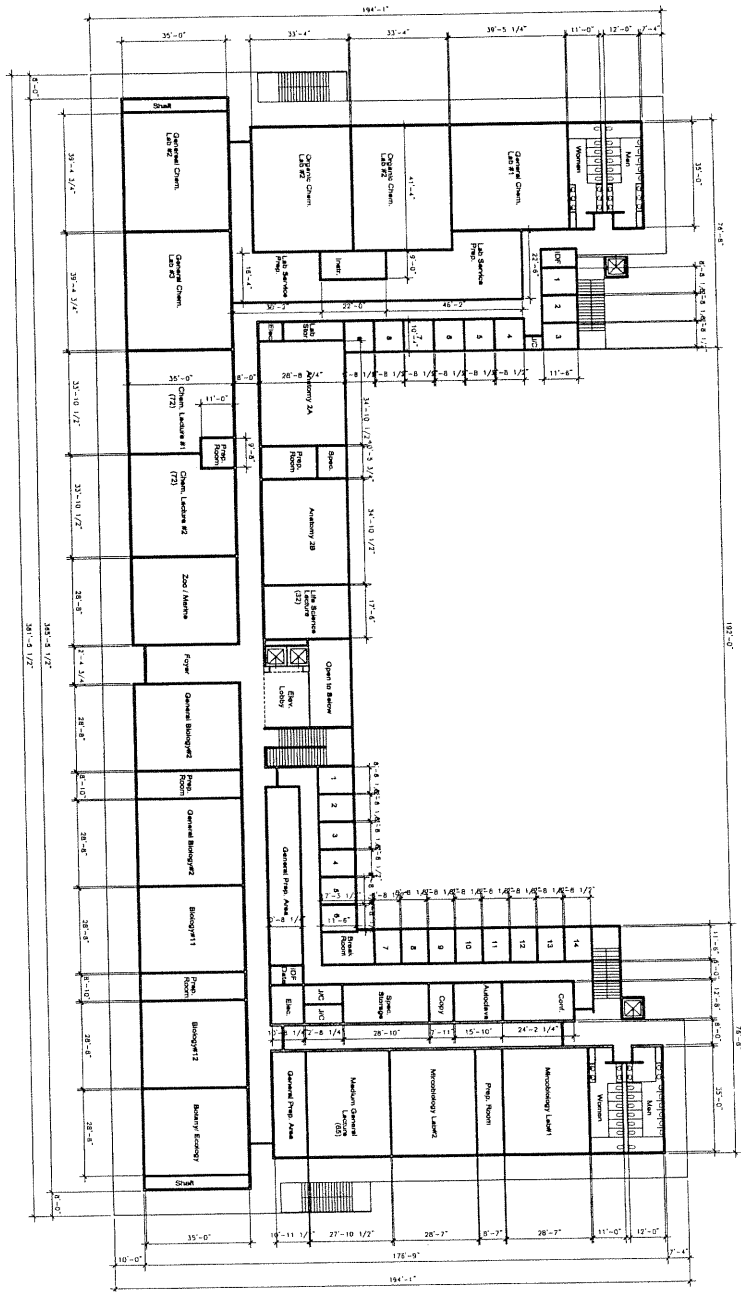
**RIVERSIDE COMMUNITY COLLEGE**  
**NURSING / SCIENCES BUILDING**

RIVERSIDE, CALIFORNIA





THIRD FLOOR PLAN  
Life Science / Chemistry



THIRD FLOOR PLAN  
SCALE 1" = 10' - 0"  
APRIL 22, 2005

RIVERSIDE COMMUNITY COLLEGE  
NURSING / SCIENCES BUILDING

RIVERSIDE, CALIFORNIA



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-4

Date: December 14, 2004

Subject: Agreement to Hire tBP Architecture to Prepare the Final Project Proposal (FPP)  
Submittal for Moreno Valley Campus, Phase III

Background: tBP Architecture has worked on the District's Moreno Valley Campus' Phase I and Phase II projects and the current Early Childhood Studies "Child Center" project. It is thus familiar with the terrain, Topo, utility distribution and soil conditions of the Campus. Staff therefore requests that the Board of Trustees approve the employment of tBP Architecture to prepare the Final Project Proposal for Moreno Valley Phase III which is due to the Chancellor's Office by May 1<sup>st</sup>, 2005. The contract would run from December 15, 2004 through June 30, 2005 with a cost not to exceed \$33,000. Financing would come from Measure C funds.

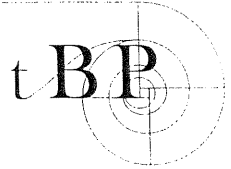
Recommended Action: It is recommended that the Board of Trustees approve: 1) hiring tBP Architecture, in an amount not to exceed \$33,000, for the period December 15, 2004 through June 30, 2005; and 2) the use of Measure C bond proceeds for this purpose. It is further recommended that the Board of Trustees authorize the Vice President, Administration and Finance, to sign the contract.



Salvatore G. Rotella  
President

Prepared by: Aan Tan  
Associate Vice President  
Facilities and Planning





Architecture  
Planning  
Interiors  
Management

Via Fax & Mail (951) 222-8055

February 28, 2005

MAR 01 2005

Mr. Aan Tan  
Associate Vice President Facilities  
Riverside Community College District  
3845 Market Street  
Riverside, CA 92506-1299

Re: **tBP/Architecture Office in Riverside**

Dear Aan:

tBP/Architecture opened its Riverside office at 4344 Latham Street, Suite 100 on January 17, 2002. The approximately 3,000 square foot office accommodates eleven work stations, plus a receptionist, a private office, a kitchen and a conference room that seats twelve. Our lease is in effect until January 17, 2007, at which time we will evaluate renewing or relocating elsewhere within the City.

The office primarily serves our Inland Empire clients. Past and current Clients include Riverside Community College District, University of California – Riverside, Desert Community College District, Norco Unified School District, Xavier College Preparatory School – Palm Desert, and Rim of the World Unified School District.

Our employees are also local to the area. Many have resided in Riverside, but also Perris, Temecula, Ontario, Pomona, Highland, Blue Jay and Crestline.

We've had a City business license since opening the office and are members of the Riverside Chamber of Commerce. In addition, we support the community through donations and attendance at fund raisers such as the RCC Tiger Backers annual Monte Carlo Night.

Aan, we are proud of our association with the District and look forward to assisting the District with the Chancellor's Office, State funding opportunities and DSA approvals which result in facilities that will benefit the community.

Sincerely,

tBP/Architecture

John W. McMurray, AIA  
Chief Executive Officer

JWM:dy

## COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

<b>District:</b>	RIVERSIDE COMMUNITY COLLEGE DISTRICT	<b>Date Prepared:</b>	May 16, 2005
<b>College:</b>	MORENO VALLEY CENTER	<b>Budget Ref. No.:</b>	
<b>Project Name:</b>	PH III Student Academic Services Building	<b>CFIS Ref No.:</b>	
<b>Prepared by:</b>	tBP/Architecture P/N 20561.00	<b>CCI Index:</b>	4328
<b>Request for:</b>	A <input type="checkbox"/> P <input type="checkbox"/> W <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/>		

<b>1. Site Acquisition</b>	<b>Acres:</b> <input style="width: 100px;" type="text"/>				
A. Purchase price of property		\$0			
B. Appraisals		\$0			
C. Cost incurred in escrow		\$0			
D. Surveys		\$0			
E. Other costs		\$0		\$0	
<b>2. Plans and Working Drawings</b> <i>(Total may not exceed 13% of construction)</i>					
A. Architectural Fee for Preliminary Plans.		\$230,172			
B. Architectural Fee for Working Drawings		\$295,936			
C. Project Management		\$164,409			
D. Division of the State Architect Plan Check Fee		\$46,224			
E. Community College Plan Check Fee		\$23,487			
F. Preliminary Tests <i>(soil tests)</i>		\$10,000			
G. Other costs		\$305,500		\$1,075,728	
<b>3. Construction</b>					
A. Utility Service		\$525,075			
B. Site Development, Service		\$579,388			
C. Site Development, General		\$200,692			
D. Other Site Development		\$0			
E. Reconstruction		\$0			
F. New Construction <i>(building) (w/Group I equipment)</i>		\$6,554,770			
G. Other		\$360,512		\$8,220,437	
<b>4. Tests and Inspections</b>					\$263,307
<b>5. Contingency</b>					\$411,022
<b>6. Construction Management</b> <i>(if justified)</i>					\$164,409
<b>7. Architectural and Engineering Overnight</b>					\$131,527
<b>8. Total Construction Costs</b> <i>(items 3 through 7 above)</i>					\$9,190,702
<b>9. Furniture and Group 2 Equipment</b>					\$686,992
<b>10. Total Project Costs</b> <i>(items 1, 2, 8, and 9)</i>					\$10,953,422

11.	Project Data	Outside Gross Square Feet	Assignable Square Feet	Ratio ASF/GSF	Unit Cost Per ASF	Unit Cost Per GSF
		37,971	23,450	0.62	\$280	\$173
<b>12.</b>	<b>Anticipated Time Schedule</b>					
	Start Preliminary Plans		August 2005	Advertise Bid for Construction		July 2007
	Start Working Drawings		February 2006	Award Construction Contract		August 2007
	Complete Working Drawings		February 2007	Advertise Bid for Equipment		May 2008
	State Architect (ORS) Final Approval		February 2007	Complete Project		March 2009

**GUIDELINE-BASED GROUP II EQUIPMENT COST ESTIMATE-JCAF 33**

New  Construction      Red  Construction\*      Repl  ment Project\*

District: RIVERSIDE COMMUNITY COLLEGE DISTRICT      Project: PH III Student Academic Services Building  
College: MORENO VALLEY CENTER      Prepared by: tBP/Architecture P/N 20561.00      Date: May 16, 2005

Room Type	No. of Rooms	4 Digit TOP Code	Name of Space	Project Space ASF	Existing Space ASF	New Space/ Programs ASF (4)-(5) (6)	Cost Per ASF Per Guidelines (7)	Equip Usable in New Space/Program (9)	Total Non-State Supportable Costs (8)-(9)	Total State Supportable Costs (8)-(9)
(1)	(2)		(3)	(4)	(5)		(7)	(9)	(8)-(9)	(8)-(9)
							\$	\$	\$	
110	1	99	Lecture	1,720	0	1,720	\$12.38	\$0.00	\$0.00	\$21,293.60
110	1	99	Lecture	900		900	\$12.38			\$11,142.00
110	1	99	Lecture	900		900	\$12.38			\$11,142.00
110	1	99	Lecture	660		660	\$12.38			\$8,170.80
110	1	99	Lecture	660		660	\$12.38			\$8,170.80
110	1	99	Lecture	1,160		1,160	\$12.38			\$14,360.80
110	1	99	Lecture	600		600	\$12.38			\$7,428.00
110	1	99	Lecture	600		600	\$12.38			\$7,428.00
310	20	99	Faculty Office	1,600		1,600	\$19.37			\$30,992.00
310	5	99	Faculty Office	500		500	\$19.37			\$9,685.00
310	1	99	Faculty Office	300		300	\$19.37			\$5,811.00
310	1	99	Faculty Office	200		200	\$19.37			\$3,874.00
310	1	99	Faculty Office	300		300	\$19.37			\$5,811.00
310	1	99	Administrative Office	80		80	\$22.10			\$1,768.00
310	1	99	Administrative Office	100		100	\$22.10			\$2,210.00
310	1	99	Administrative Office	100		100	\$22.10			\$2,210.00
310	1	99	Administrative Office	80		80	\$22.10			\$1,768.00
310	1	99	Administrative Office	185		185	\$22.10			\$4,088.50
310	1	99	Administrative Office	285		285	\$22.10			\$6,298.50
310	1	99	Administrative Office	100		100	\$22.10			\$2,210.00
310	1	99	Administrative Office	160		160	\$22.10			\$3,536.00
310	1	99	Administrative Office	640		640	\$22.10			\$14,144.00
315	1	99	Administrative Office Service	120		120	\$22.10			\$2,652.00
410	1	99	Study Room	710		710	\$29.07			\$20,639.70
410	1	99	Study Room	400		400	\$29.07			\$11,628.00

Room Type (1)	No. of Rooms (2)	4 Digit TOP Code	Name of Space (3)	Project Space ASF (4)	Existing Space ASF (5)	New Space/ Programs ASF (4)-(5) (6)	Cost Per ASF Per Guidelines (7)	Equip Usable in New Space/Program (9)	Total Non-State Supportable Costs (8)-(9)	Total State Supportable Costs (8)-(9)
410	1	99	Study Room	700		700	\$29.07			\$20,349.00
410	1	99	Study Room	680		680	\$29.07			\$19,767.60
410	1	99	Study Room	390		390	\$29.07			\$11,337.30
410	1	99	Study Room	420		420	\$29.07			\$12,209.40
530	1	99	AVTV	280		280	\$86.46			\$24,208.80
530	1	99	AVTV	400		400	\$86.46			\$34,584.00
530	1	99	AVTV	120		120	\$86.46			\$10,375.20
530	1	99	AVTV	500		500	\$86.46			\$43,230.00
610	1	99	Assembly	220		220	\$62.19			\$13,681.80
610	1	99	Assembly	3,000		3,000	\$62.19			\$186,570.00
630	1	99	Food Service	3,000		3,000	\$26.19			\$78,570.00
650	1	99	Lounge	350		350	\$20.07			\$7,024.50
680	1	99	Meeting Room	330		330	\$20.07			\$6,623.10
Total				23,450	0	23,450		0	\$0.00	\$686,992.40

Total Equipment Allowance (This sum should equal the "Total Amount Needed" Column on Form B-25)

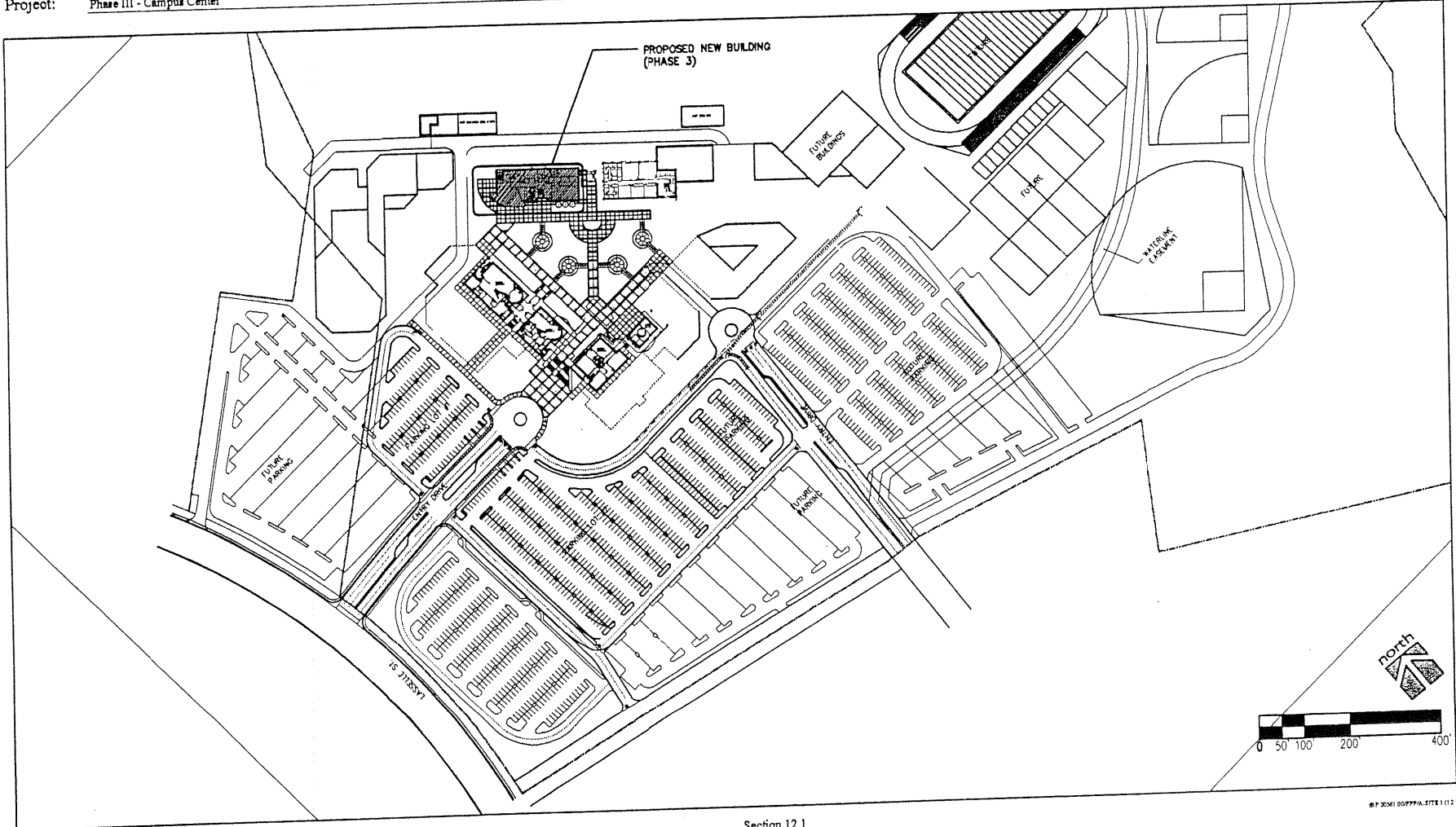
\$686,992.40

2649

\* Equipment is available only for new program space or expanded space in existing programs.

CAMPUS PLOT PLAN

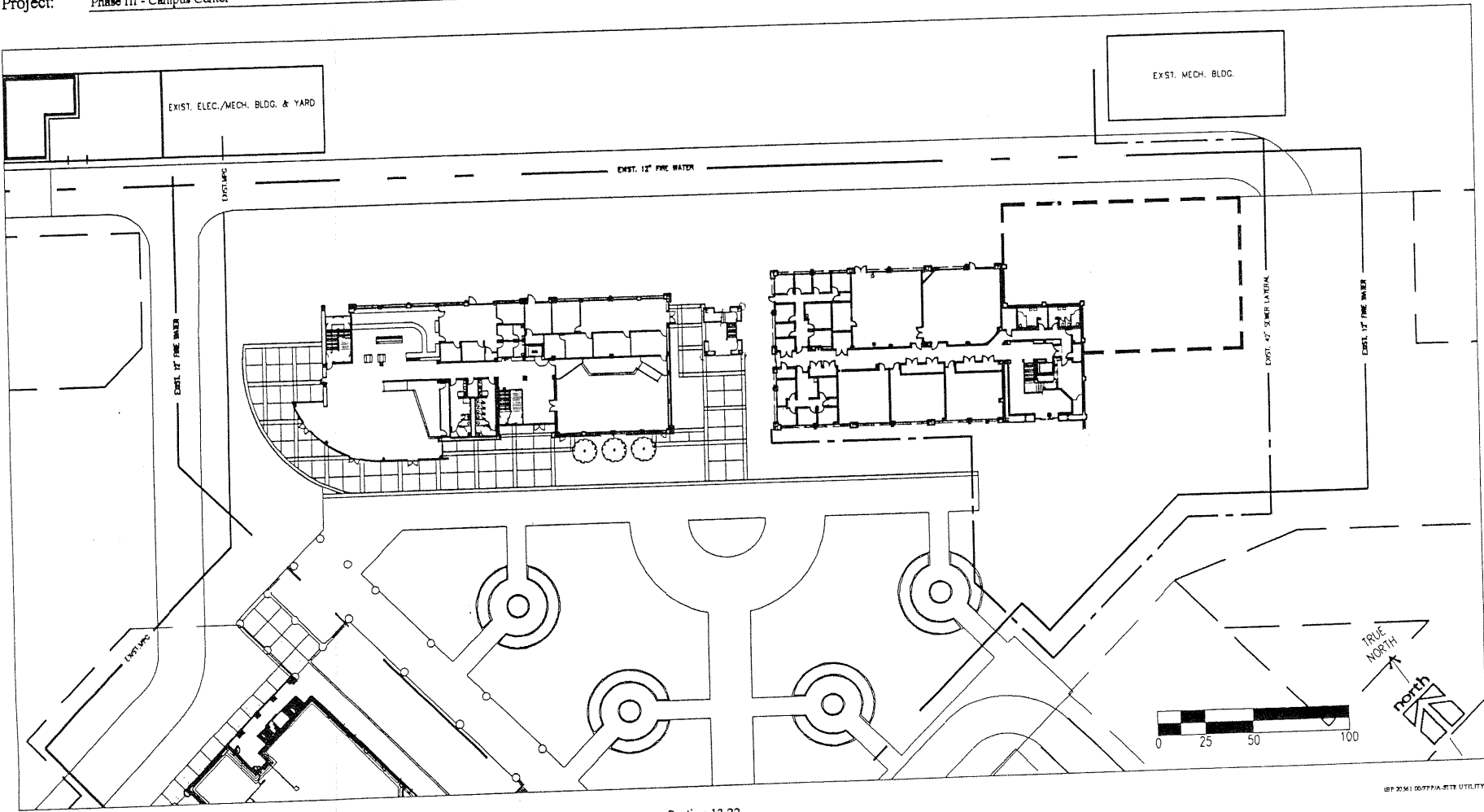
District: Riverside Community College District College: Moreno Valley Center  
Project: Phase III - Campus Center



Section 12.1

SITE UTILITY PLAN

District: Riverside Community College District College: Moreno Valley Center  
Project: Phase III - Campus Center

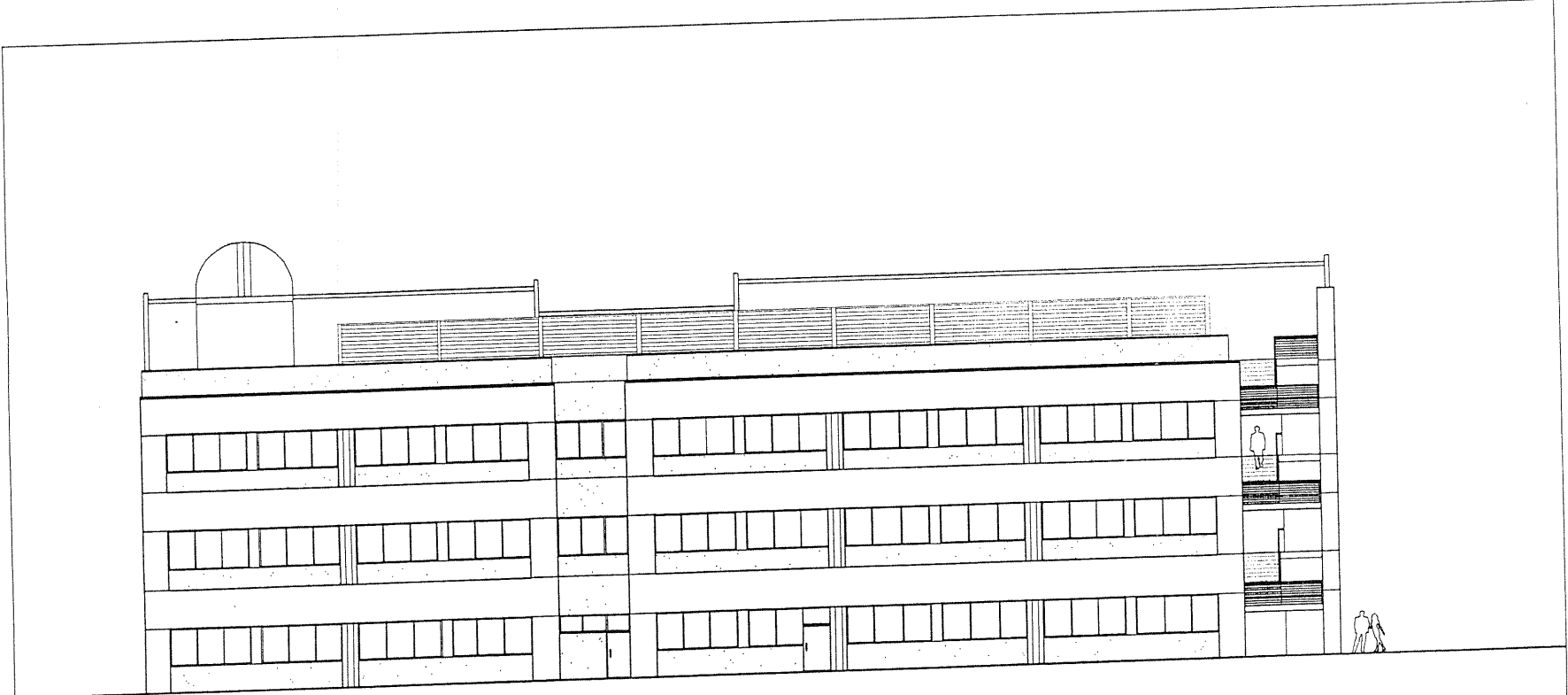


Section 13.22

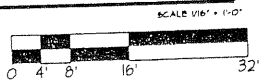
017 20361 00777A-SITE UTILITY 2

EXTERIOR ELEVATION

District: Riverside Community College District College: Moreno Valley Center  
Project: Phase III - Campus Center

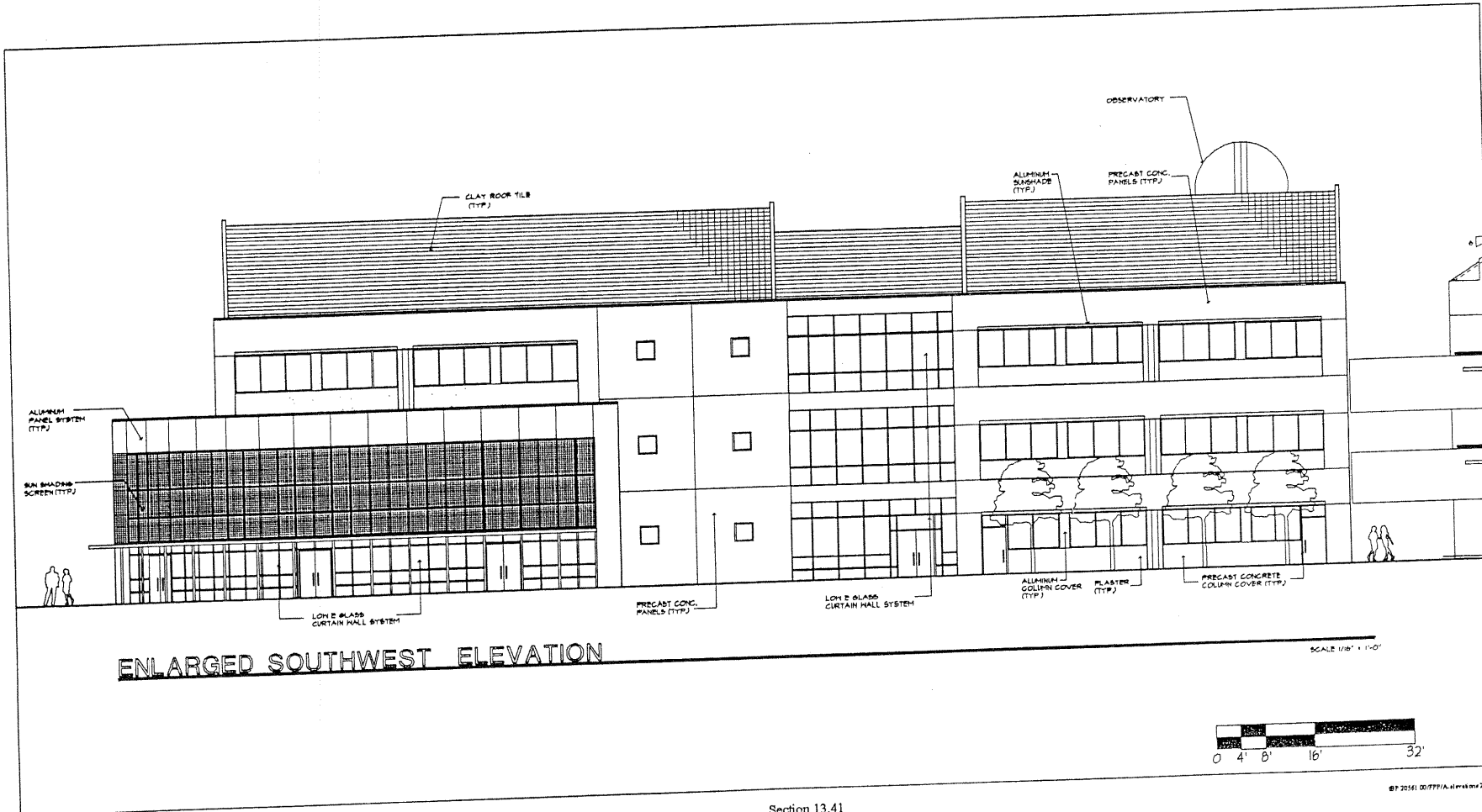


ENLARGED NORTHEAST ELEVATION



EXTERIOR ELEVATION

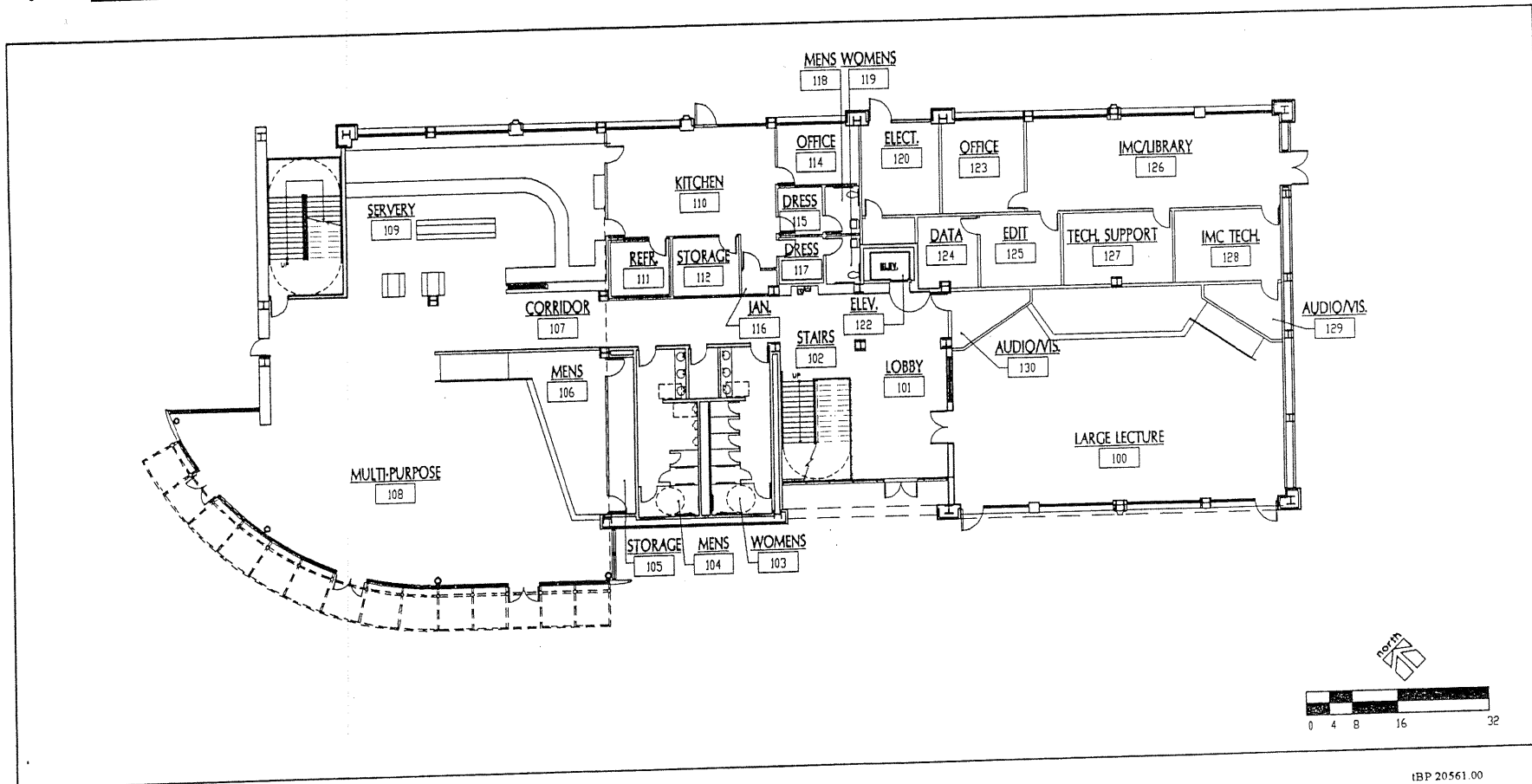
District: Riverside Community College District College: Moreno Valley Center  
Project: Phase III - Campus Center





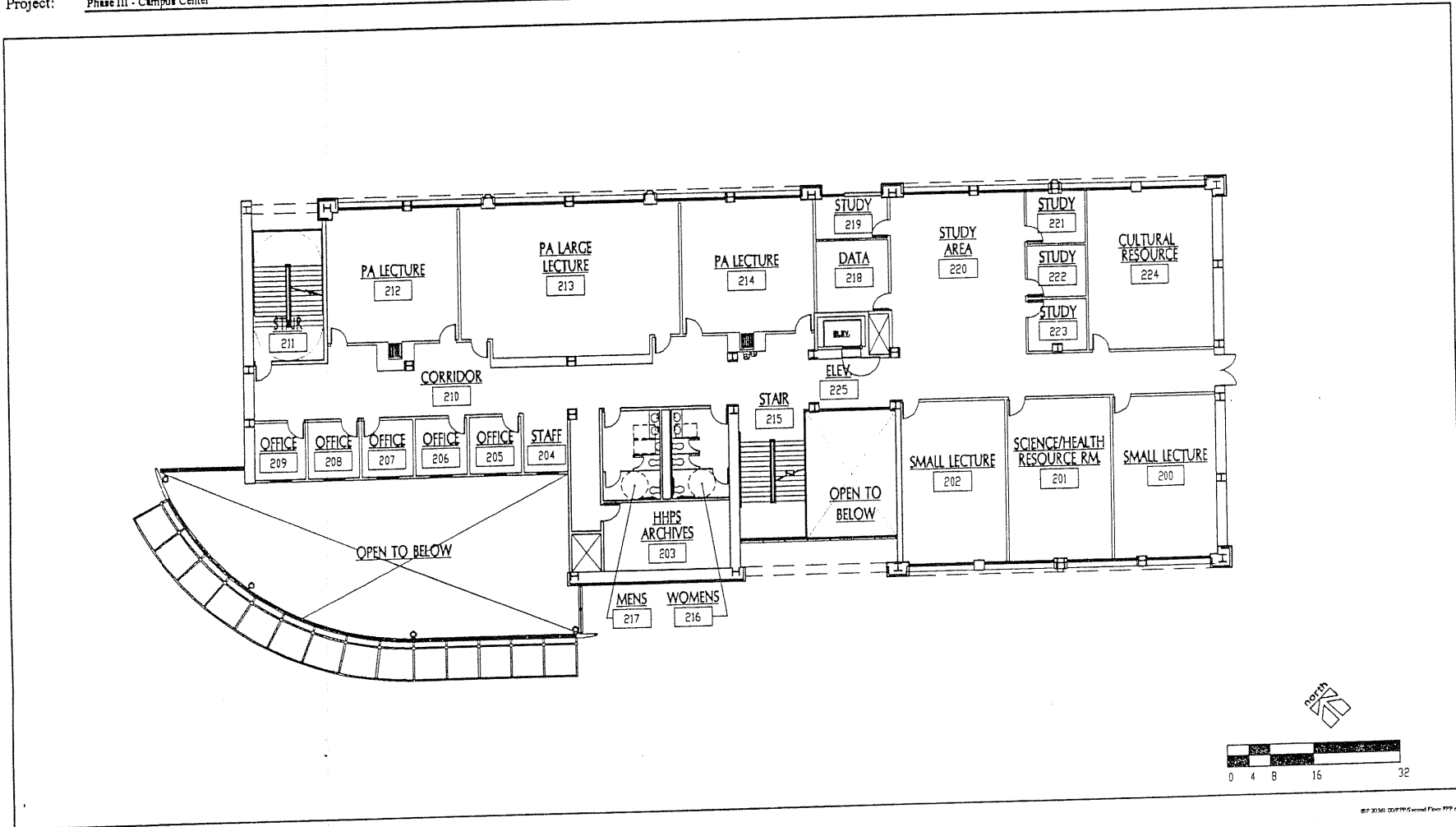
FIRST FLOOR PLAN

District: Riverside Community College District College: Moreno Valley Center  
Project: Phase III - Campus Center



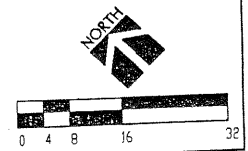
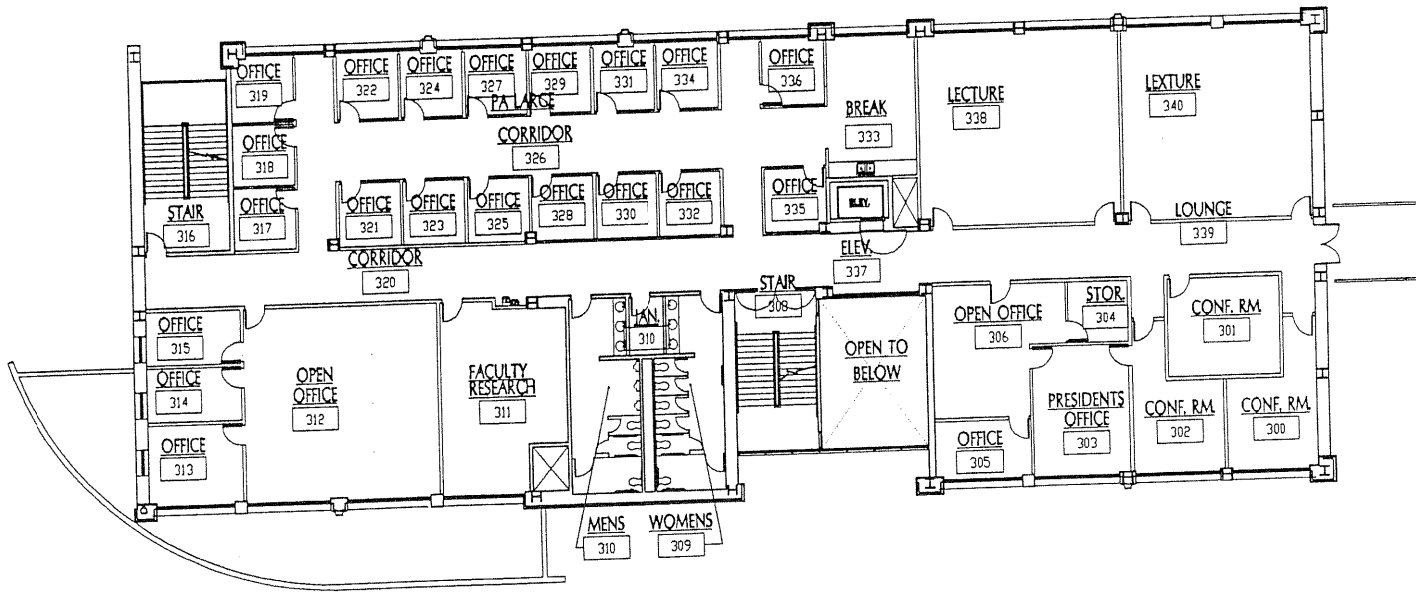
SECOND FLOOR PLAN

District: Riverside Community College District College: Moreno Valley Center  
Project: Phase III - Campus Center



THIRD FLOOR PLAN

District: Riverside Community College District College: Moreno Valley Center  
Project: Phase III - Campus Center



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-1

Date: May 17, 2005

Subject: Agreement with the Riverside County Superintendent of Schools

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and the Riverside County Superintendent of Schools (RCSS) to provide the District with information technology support services related to RCSS's Galaxy and Automated Purchasing Systems. The District uses the Galaxy and Automated Purchasing Systems to process purchase orders, payroll, accounts payable and accounts receivable transactions, risk management transactions, to maintain the position control system and to prepare and monitor the District's budget. The term of the agreement is from July 1, 2005 through June 30, 2006. The fee for this service will be based on the District's FTES reported on the Annual Apportionment Attendance Report in July 2005. In addition, fees for purchasing system user licenses, payroll direct deposit transactions and per page costs for report printing will apply. The Galaxy and Automated Purchasing System per FTES support fees shown on the attached agreement reflect a 6% increase over the prior year due primarily to increased third-party vendor database support fee increases and increased RCSS staffing costs. System support fees were last increased in FY 2002-2003. Prior to that, fees had not been increased since FY 1992-1993. The cost for FY 2005-2006 will be approximately \$112,000. Funding Source: General Operating - Unrestricted (Fund 11, Resource 1000).

The agreement has been reviewed by 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 the Riverside County Superintendent of Schools for the period July 1, 2005 through June 30, 2006 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

C-6288

RIVERSIDE COUNTY OFFICE OF EDUCATION  
3939 Thirteenth Street/P.O. Box 868  
Riverside, California 92502

AGREEMENT FOR INFORMATION TECHNOLOGY SYSTEMS SUPPORT

This Agreement made and entered into this 17<sup>th</sup> day of May, 2005, by and between Riverside County Superintendent of Schools, hereinafter referred to as the "SUPERINTENDENT," and the Riverside Community College District hereinafter referred to as the "DISTRICT";

WITNESSETH:

1. The SUPERINTENDENT agrees to provide Information Technology Systems Support services for the DISTRICT as follows:

**Standard Galaxy Support**

- Service Desk Support: Single Point of Contact between district end users and RCOE Information Technology Services
- Adding, changes and deleting screens and users: Certification of special process to authorize Board Approved users the Approval for Claims Payment and Approve Final Payroll screens.
- Galaxy support website access
- Installation Support
- Special request processing:
  - Mass updates requests
  - Special DB query requests
  - Special request reports
  - Perform preliminary quality control validation of requests
- Ongoing production reports support:
  - Responsible for the distribution of the district's daily, weekly, payroll, monthly, quarterly, yearly and year end reports based on established schedules.
  - Create and distribute PDF and/or Excel report files for any requested financial reports and the scheduled Monthly Ledgers and Electronic versions of Payroll Reports.
  - Support Crystal & Actuate Reports, scheduled reports, district report requests and phone support to districts.
  - Requests for New Report Development.
  - Deployment of New Reports
  - Requests for replacement W2, pay stub and direct deposits.

- Request for the Retro Pay Calculation Reports, coordinate with the Crystal reports developer.
  - Request for the Pay Frequency/Mismatch Payroll Periods query, coordinate with the Development Staff.
  - Request for the Scatter gram reports, coordinate with the Development Staff.
  - Request for the Accrual Reconciliation & Accrual Exception Reports, coordinate with the Crystal reports developer.
  - Request for the Classified Service Seniority List
  - Request for the Notice Change of Employment reports (daily reports and on demand).
  - Phone support/training of the process to create mailing labels.
- Special File Transfer Processing:
    - Process Batch Claim Files
    - Payroll direct deposit file processing
    - Credit Union File Transfer Processing
  - Processing Payroll Warrants, Commercial Warrants, W-2s, 1099's, and Warrant Registers

### **Standard RCOE Training Support**

- Office Automation training
- Training on the business/personnel system (Galaxy)
- Training on the purchasing systems (OneSource and Galaxy)
- Provide written documentation for business/personnel system and purchasing system
- Second line escalated end user support for business/personnel system and the purchasing system
- Specialized training upon request
  - Executive style
  - One-on-one End User training
- Site visits by a team of RCOE Staff
- System enhancement notification and training
- System issues testing

### **Automated Purchasing System Support**

#### **Citrix Connectivity**

- Maintain Citrix Accounts for Back Office Users
- Setup of User Accounts
- Citrix Server Maintenance
- Network printing for Back Office Users
- Network troubleshooting
- Perform routine system audits to speed up processing response time

## **OneSource (Procurement) Support**

- Training- System Administrator, Train-The-Trainer, Purchasing, Payables, Warehouse, Inventory (Back Office), Web Users, New Users
  - Respond to support emails sent to OneSource Account
  - Support Calls for user login, passwords, system transactions
  - Support Interface between OneSource & Galaxy
  - Coordinate with DPNS for system shutdown and start up
  - Work with District & System Support to gather Customize Report Requirements
  - Provide Districts with a System Audit to review Global Parameter Settings
  - Support District System Administrators
  - Run SQL queries as requested by Districts less than one hour.
  - Research Purchase Order and Payment History as requested by Districts
  - One Power User License Support is included in the Standard Service
- ***Back Office Support***
    - Yearend Processing Support
    - Yearly Set up of Pre Encumbrance Codes
    - Maintenance of District Global Parameter Files
    - Maintain User File for RCOE
    - Maintain Approval Classes for RCOE
    - Special Requests sent to Eplus
  - ***Warehouse Support***
    - Troubleshooting for Pick Ticket printing
    - Warehouse Inventory
    - Special Request for updates to warehouse files
    - Support for physical inventory at June 30.
    - Inventory Valuation Reporting
  - ***WEB Support – Front Office***
    - Maintain Web Servers
    - Provide preventative maintenance by monitoring the batch processes in 10 minute intervals from 7:30 a.m. to 5:00 p.m.
  - ***Financial Services Support***
    - Support for financial reporting
    - Support for Transactions between Galaxy and OneSource
    - 1099 Vendor Set Up
    - Independent Contractor Vendor
    - DBA Vendors
    - Support Accrual Process

- Close Purchase Orders or Contracts in POC status upon District Authorization
- 
- Standard STRS and PERS Monthly Retirement Reporting and Support
2. In no event shall the total amount paid under the support section of this contract exceed 10% of the current projected rates stated in this agreement without further authorization by the district's chief executive officer.
  3. The SUPERINTENDENT further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.
  4. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$2.83\*times the District's FTES count reported on the July 2005 Annual Apportionment Attendance Report for Galaxy System Support. Said amount being not less than the cost of providing said services. The SUPERINTENDENT at his discretion may reduce the rate should increased participation warrant a reduction. The SUPERINTENDENT shall invoice the DISTRICT in February of each year, and the DISTRICT agrees to make payment within 30 days.
  5. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$1.29\*times the District's FTES count reported the July 2005 Annual Apportionment Attendance Report for Automated Purchasing System Support. Said amount being not less than the cost of providing said services. The SUPERINTENDENT at his discretion may reduce the rate should increased participation warrant a reduction. The SUPERINTENDENT shall invoice the DISTRICT in February of each year, and the DISTRICT agrees to make payment within 30 days.
  6. The DISTRICT agrees to pay the SUPERINTENDENT \$480.00 for Standard Retirement Reporting and Support.



7. Additional services and/or products may be purchased at the discretion of the DISTRICT on a time and material basis according to this chart to be invoiced separately:

Custom / Advanced Reports	\$66.40/Hour
Custom Advanced Data Extracts (Time Duration more than one hour)	\$66.40/Hour
Custom Advanced Mass Data Updates (Time Duration more than one hour)	\$66.40/Hour
Training Only (Galaxy and Purchasing)	Included
Office Automation Training (Productivity Software)	\$85.00/participant
Training and Certification	\$125.00/participant
Direct Deposit Transactions	\$.04 per Transaction
Page Printing	\$.04 per Page
OneSource Additional Power User License Support	\$432.82/License
OneSource Liaison User License Support	\$284.82/License
OneSource Web User Requisitioner License Support	\$65.16/Named User

8. The term of this agreement shall be from the July 1, 2005 to and including June 30, 2006. The SUPERINTENDENT will provide a proposal for a successor agreement in February of 2006. The DISTRICT shall notify the SUPERINTENDENT by May 1, 2006 in writing if the DISTRICT does not intend to participate in the 2006-2007 fiscal year.
9. INDEPENDENT CONTRACTOR: The SUPERINTENDENT, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the DISTRICT.
10. ASSIGNMENT OF CONTRACT: The SUPERINTENDENT shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the SUPERINTENDENT in connection with this contract.
11. HOLD HARMLESS: The DISTRICT shall save, defend, hold harmless and indemnify the SUPERINTENDENT against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of DISTRICT, and subcontractor, or any employee, agent or representative of DISTRICT or subcontractor.
12. CHANGES: This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
- a. Administrative changes.
  - b. Changes as required by law.
  - c. Reduction of rates authorized by the SUPERINTENDENT.

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

Riverside County  
Superintendent of Schools

Signed \_\_\_\_\_  
Dr. Jock Fischer  
Riverside County Associate Superintendent  
of Schools

Signed \_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and  
Finance

Date \_\_\_\_\_

Date \_\_\_\_\_

Services Available to Community Colleges Not Accessed by Your District

**Standard RCOE Network Administrative Services**

**Cost: \$0.36 per Student FTE**

- Monitoring PVC's and congestion points and notifying/correcting via Telco(s) or seeking alternatives. RCOE then installs appropriate cards in border routers for accepting such circuits and configures them.
- Monitor for virus/worm infestations and probes. Notification is sent to affected districts as well as responses are made to aggrieved parties
- Recommendation of architectures, subnets and services
- Expert knowledge in assisting with Linux and Windows server based implementations for a variety of services.
- Assist in router or other Layer III device configurations.
- Investigate on behalf of the district and aid Federal/State and County Agencies along with affected districts.
- Assist in resolving other issues, including but not limited to:
  - copyright infringement, illegal peer-to-peer services, motion picture group
  - violations (illegal video/pirated video) being distributed, etc.,
  - Intercede on behalf of districts in indecency/abusive teacher-sanctioned/included in curriculum inter/intra- district chat room sessions, etc.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-2

Date: May 17, 2005

Subject: Authorization to Encumber Funds – Resolution No. 39-04/05

Background: In order to issue purchases orders and encumber funds prior to July 1 for fiscal year 2005-2006, the Riverside County Office of Education annually requests that a resolution be adopted by the Board of Trustees. This will allow: 1) departments to submit FY 2005-2006 purchase requisitions now, 2) the Purchasing Manager to issue FY 2005-2006 purchase orders in mid-June, and 3) departments to receive goods and services as early as July 1, 2005.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 39-04/05, Authorization to Encumber Funds, and authorize the Secretary of the Board of Trustees to sign the Resolution.

Salvatore G. Rotella  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 39-04/05**

**AUTHORIZATION TO ENCUMBER FUNDS**

WHEREAS the Riverside Community College District has determined that it has a need to issue purchase orders for the following fiscal year prior to July 1, in certain unique circumstances where there are requirements for items or services immediately after the beginning of the new fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District authorizes the following positions to sign and approve requests for purchase orders:

Salvatore G. Rotella, Chancellor  
James L. Buysse, Vice Chancellor, Administration & Finance  
Aaron S. Brown, Associate Vice Chancellor, Administration & Finance  
Ed Godwin, Director, Administrative Services  
Doretta Sowell, Purchasing Manager

BE IT FUTHER RESOLVED that the positions listed above will be responsible to ensure that funds will be budgeted in the following fiscal year for the items or services ordered in advance of the beginning of the following fiscal year.

PASSED AND ADOPTED this 17<sup>th</sup> day of May, 2005.

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Kathleen Daley  
Secretary of the Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No: V-D-3

Date: May 17, 2005

Subject: Award of Bid, Maintenance Agreement for Voice and Data Cabling

Background: On April 29, 2005, one bid was received in response to an invitation to bid for the annual maintenance agreement for the District's voice and data cabling. Invitations to bid were mailed to five firms in Southern California. Bidders were requested to submit their bid for the first year of service from July 1, 2005, through June 30, 2006, with the agreement renewable on a yearly basis.

S.K. Telecon, Inc. submitted a bid of \$104,000.00 for the first year of service and was the only company to respond.

Based upon our review, District staff recommends awarding the total bid amount of \$ 104,000.00 to S.K. Telecon Inc. References were checked and found to be satisfactory. Funding will come from Fund 11, Resource 1000.

Recommended Action: It is recommended that the Board of Trustees award the bid for the annual maintenance agreement for the District's voice and data cabling for the first year of service from July 1, 2005, through June 30, 2006, in the amount of \$104,000.00, with the agreement renewable on a yearly basis subject to District staff approval, for a maximum period of five years to S.K. Telecon, Inc., 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: May 17, 2005

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended  
March 31, 2005

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

Fund 11 - Unrestricted

- Resource 1000 – General Unrestricted
- Resource 1010 – Certificates of Participation Clearing
- Resource 1080 – Community Education
- Resource 1090 – Performance Riverside
- Resource 1110 – Bookstore (Contractor Operated)
- Resource 1170 – Customized Solutions

Fund 12 - Restricted

- Resource 1050 – Parking
- Resource 1070 – Student Health
- Resource 1180 – Redevelopment Pass-Through
- Resource 1190 – Grants and Categorical Programs

Information Only: Attached for your information is a copy of the CCFS-311Q – Quarterly Financial Status report for the quarter ended March 31, 2005.

Salvatore G. Rotella  
Chancellor

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



**Fiscal Year 2004-2005**  
**District:(960)RIVERSIDE Quarter Ended: (Q3) March 31, 2005**  
**Certified Date:07-Apr-05 10:58 AM**

**I. Historical and Current Perspectives of General Fund (Unrestricted and Restricted):**

<b>Annual</b>		<b>As of June 30 for fiscal year (FY) specified.</b>			
		<b>FY01-02</b>	<b>FY02-03</b>	<b>FY03-04</b>	<b>FY04-05</b>
<b>General Fund Revenues</b> (Objects 8100, 8600, and 8800)		106,159,710	108,508,808	108,969,571	125,850,971
<b>Other Financing Sources</b> (Objects 8900)		114,440	2,818,995	2,910,844	2,546,591
<b>General Fund Expenditures</b> (Objects 1000-6000)		106,397,064	110,163,718	107,277,651	127,914,741
<b>Other Outgo</b> (Objects 7100, 7300, 7400, 7500, and 7600)		12,024,508	2,272,148	2,264,122	1,642,969
<b>Reserve for contingency</b>	<b>Unrestricted</b>	0	0	0	4,833,050
<b>Reserve for contingency</b>	<b>Total</b>	0	0	0	7,688,676
<b>General Fund Ending Balance</b>	<b>Unrestricted</b>	6,215,673	5,567,529	7,261,554	900,000
<b>General Fund Ending Balance</b>	<b>Total</b>	8,799,967	7,691,903	10,030,544	0
<b>Prior-Year Adjustments</b>		0	0	0	-281,721
<b>Attendance FTES</b>		24,466	23,904	23,001	24,542
<b>Quarter</b>		<b>For the same quarter to each fiscal year (FY) specified</b>			
		<b>FY01-02</b>	<b>FY02-03</b>	<b>FY03-04</b>	<b>FY04-05</b>
<b>General Fund Cash Balance</b> (Excluding investments)		19,250,358	9,999,992	8,321,312	14,481,486

**II. General Fund (Unrestricted and Restricted) Year-To-Date Revenues and Expenditures:**

	<b>Total Budget</b> (Annual)	<b>Actual</b> (Year-to-Date)	<b>Percentage</b> %
<b>General Fund Revenues</b> (Objects 8100, 8600, and 8000)	125,850,971	89,524,910	71.14
<b>Other Financing Source</b> (Objects 8900)	2,546,591	2,306,126	90.56
<b>General Fund Expenditures</b> (Objects 1000-6000)	127,914,741	85,239,001	66.64
<b>Other Outgo</b> (Objects 7100, 7300, 7400, 7500, and 7600)	1,642,969	1,202,411	73.19

**III. Has the district settled any employee contracts during this quarter?** Yes  No  If yes, complete the following: (If multi-year settlement, provide information for all years covered)

**Salaries**

<b>Contract Period Settled</b> (Specify)	<b>Management</b>		<b>Academic(Certificated)</b>		<b>Classified</b>	
	<b>Total Salary</b>	<b>Cost-Increase %*</b>	<b>Total Salary</b>	<b>Cost-Increase %*</b>	<b>Total Salary</b>	<b>Cost-Increase %*</b>
<b>Year 1</b>	0		0		0	
<b>Year 2</b>	0		0		0	
<b>Year 3</b>	0		0		0	

\* As specified in collective bargaining agreement.

**Benefits**

<b>Contract Period Settled</b>	<b>Management Total</b>	<b>Academic Total</b>	<b>Classified Total</b>
<b>Year 1</b>	0	0	0
<b>Year 2</b>	0	0	0
<b>Year 3</b>	0	0	0



Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves, from cost-of-living, etc.


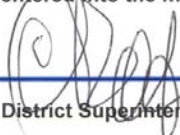
**IV. Did the district have significant events for the quarter**(include incurrence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.) Yes  No   
If yes, list events and their financial ramifications.(Include additional pages of explanation if needed.)

**V. Does the district have significant fiscal problems that must be addressed this year?** Yes  No   
**Next year?** Yes  No  If yes, what are the problems and what actions will be taken?  
(Include additional pages of explanation if needed.)

### CERTIFICATION

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of meeting.

	4/11/05		4/13/05
District Chief Business Officer	Date	District Superintendent	Date
Quarter Ended:	(Q3) March 31, 2005	Governing Board Meeting Date	<u>5/17/2005</u>

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 COMBINED GENERAL FUNDS REVENUE AND EXPENDITURE REPORT  
 FOR THE PERIOD ENDED MARCH 31, 2005**

<u>Cash Position</u>	<u>YTD Activity</u>
Beginning Cash, July 1, 2004	\$ 8,142,612
Accounts Receivable Collections	9,665,388
Accounts Payable Payments	(8,716,137)
Revenue and Other Financial Sources	92,171,036
Expenditures and Other Outgo	<u>(86,781,412)</u>
Ending Cash, March 31, 2005	<u>\$ 14,481,486</u>

<u>Budget Status</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>YTD Activity</u>
<b>Revenues</b>			
Federal	\$ 9,871,246	\$ 10,511,448	\$ 2,835,980
State	66,683,470	66,994,331	56,566,414
Local	<u>48,095,892</u>	<u>48,345,192</u>	<u>30,122,516</u>
Total Revenues	124,650,608	125,850,971	89,524,910
<b>Other Financing Sources</b>	<u>2,546,591</u>	<u>2,546,591</u>	<u>2,306,126</u>
<b>Total Revenues / Other Sources</b>	<u>127,197,199</u>	<u>128,397,562</u>	<u>91,831,036</u>
<b>Expenditures</b>			
Academic Salaries	51,031,541	50,950,942	37,524,864
Classified Salaries	28,857,238	28,959,162	19,423,292
Employee Benefits	21,691,167	22,024,102	14,252,326
Materials & Supplies	3,200,937	3,432,858	1,671,454
Services	17,243,864	17,563,312	9,854,241
Capital Outlay	<u>4,635,652</u>	<u>4,984,365</u>	<u>2,512,824</u>
Total Expenditures	126,660,399	127,914,741	85,239,001
<b>Other Outgo</b>	<u>1,629,276</u>	<u>1,642,969</u>	<u>1,202,411</u>
<b>Total Expenditures and Other Outgo</b>	128,289,675	129,557,710	86,441,412
<b>Revenues Over (Under)</b>			
<b>Expenditures</b>	(1,092,476)	(1,160,148)	5,389,623
<b>Beginning Fund Balances</b>	<u>10,030,544</u>	<u>9,748,823</u>	<u>9,748,823</u>
<b>Ending Fund Balances</b>	<u>\$ 8,938,068</u>	<u>\$ 8,588,675</u>	<u>\$ 15,138,447</u>
<b>Contingency</b>			
Unrestricted	5,114,770	4,833,049	11,382,821
Restricted	2,923,298	2,855,626	2,855,626
<b>Reserve</b>	<u>900,000</u>	<u>900,000</u>	<u>900,000</u>
<b>Total Contingency / Reserve</b>	<u>\$ 8,938,068</u>	<u>\$ 8,588,675</u>	<u>\$ 15,138,447</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: VIII-A

Date: May 17, 2005

Subject: Update of Board Policy Manual Index (Section 2000), Regulations and Policies for Section 1000 – Board of Trustees, and Section 2000 – Organization

Background: The subject index, regulations and policies have all been in place as part of the District's Board Policy Manual for some time, with those appropriate dates indicated on each individual policy and on the last page of each regulation. They have been revised to reflect the title change to Chancellor and the College reference to District, and a few other technical additions/corrections.

Recommended Action: It is recommended that the Board of Trustees approve the revised Policy and Regulations 1010, Policy and Regulations 1011, Policy and Regulations 1015, Policy and Regulations 1016/6016, Policy and Regulations 1040, Policy 1042, Policy and Regulations 1043, Policy and Regulations 1044, Section 2000 – Organization – Table of Contents, Policy 2000, Policy and Regulations 2005, and Policy and Regulations 2010.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

LEGAL AUTHORITY AND ORGANIZATION

The Board of Trustees of the Riverside Community College District, serving at the will of the electorate, derives its powers and duties from the Constitution and Legislature of the State of California as set forth in the Education Code and Title 5, California Code of Regulations, and directives from the Board of Governors for the California Community Colleges.

The Board of Trustees is charged with the governance of the Riverside Community College District and holds the ~~President~~ **Chancellor** of the ~~College~~ **District** responsible for the administration and management of the District.

Submitted to Board for First Reading \_\_\_\_\_ 9-18-84

Approved by Board \_\_\_\_\_ 11-06-84

Adopted: July 1964  
Amended: May 7, 1975  
November 6, 1984  
May 16, 1995

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 1010, Legal Authority and Organization

I. Meetings of the Board

A. Annual Organization Meeting

The Board of Trustees shall hold an annual organizational meeting to elect a President (Chair), a Vice President (Vice Chair) and a Secretary of the Board, from its members. In a year in which a regular election for Board Members is conducted, the meeting shall be held within 15 days after the elected Board member(s) take office. In years in which no regular election for Board Members is conducted, the meeting shall be held during the same 15-day period on the calendar. The ~~President~~ **Chancellor** of the ~~College~~ **District** shall serve as Secretary to the Board. Appointments shall be made to various committees and associations as may be deemed appropriate by the Board at this meeting. (E.C. 72000)

B. Regular Meetings

Regular meetings of the Board shall be held on the third Tuesday of each month commencing at 6:00 p.m. at any of the following locations:

Moreno Valley Campus  
Student Services 101  
16130 Lasselle Street  
Moreno Valley, CA 92557-2045

Norco Campus  
Student Services Lobby  
2001 Third Street  
Norco, CA 91760-2600

Riverside Campus  
Board Room, AD 122  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

A notice identifying the location, date, and time of each meeting shall be posted at each of the above campuses at least 10 days prior to each meeting and shall remain so posted **up** to and including the time of such meeting. (E.C. 72000, G.C. 54954) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet at any of the above locations, meetings shall be held for the duration of the emergency at the place designated by the President or his or her designee in a notice to the local media that have requested notice pursuant to G.C. 54956, by the most rapid means of communication available at the time.

C. Committee Meetings

Committee meetings shall be held as set forth in Regulations for Policy 1010.1.

D. Special Meetings

Special meetings of the Board may be called by the President of the Board or upon a call issued in writing and signed by three Board members.

A notice of the special meeting shall be posted at least 24 hours prior to the meeting and shall specify the time and location of the meeting and business to be transacted or discussed. No other business shall be considered at these meetings. This notice shall be posted in a location that is freely accessible to members of the public and District employees. (E.C. 72129, G.C. 54956)

E. Adjourned Meetings

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is so adjourned, the resulting adjourned meeting is a regular meeting for all purposes. (G.C. 54955)

F. Emergency Meeting in Emergency Situations

In case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with either the 24-hour notice or posting requirement of a special meeting as noted above or both the notice and posting requirements. Emergency situation means any of the following:

1. Work stoppage or other activity which severely impairs health, safety, or both, as determined by a majority of the Board Members.
2. Crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the Board Members.

All special meeting requirements shall be applicable except for the 24-hour notice.

The minutes of an emergency meeting, a list of the persons notified or attempted to be notified, a copy of the roll call vote, and any actions taken at the meeting shall be posted for a minimum of 10 days at the locations set forth in B above as soon after the meeting as possible. (G.C. 54956.5)

G. Closed Sessions

The Board may hold closed sessions as follows:

1. With its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the District to grant authority to its negotiator regarding price and terms of payment. Prior to the closed session, the Board shall hold an open and public session in which it identifies the real property(**ies**) ~~or real properties~~ concerned and the person(s) with whom its negotiator may negotiate. (G.C. 54956.8)
2. Based on advice of its legal counsel to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning these matters would prejudice the position of the District in the litigation. Prior to the closed session, the Board shall set forth on the agenda or publicly announce the statute that authorizes this session. (G.C. 54956.9)

3. With the Attorney General, District Attorney, Sheriff or Chief of Police, or their deputies, on matters posing a threat to the security of District's facilities or a threat to the public's right of access to District facilities, or from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session. (G.C. 54956.95)
4. With the District's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, and, for unrepresented employees, any other matter within the statutorily-provided scope of representation. Such sessions shall be for the purpose of reviewing its position and instructing the District's designated representatives. Such sessions may take place prior to and during consultation and discussions with representatives of employee organizations and unrepresented employees. Such sessions with designated representatives regarding salaries, salary schedules, or compensation paid in the form of benefits may include discussion of the District's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the designated representative. (G.C. 54957.6)
5. To consider the conferring of honorary degrees or to consider gifts from a donor who wants to remain anonymous. (E.C. 72122)

The Board shall, unless a request has been made by the student, parent or guardian, in case of a minor, hold closed sessions if the Board is considering the suspension of, or disciplinary action or any other action in connection with any student of the District, if a public hearing upon the question would lead to the giving out of information concerning students which would be in violation of state or federal law regarding the privacy of student records. (E.C. 72122)

#### H. Proposed Budget Hearings

A public hearing on the proposed budget will be held in a District facility any day during or before the first week in September, but at least three days following availability of the proposed budget for public inspection. (C.C.R. 58301)



I. Quorum

Three members present will constitute a quorum for the transaction of business, except as otherwise provided by Article I. J. below. All motions will be passed by majority vote of all the membership constituting the governing board. (E.C. 72000)

J. Voting Requirements Other Than a Majority Vote

A two-thirds vote of all the membership constituting the Board is required with respect to the following:

1. Transfer of District Funds from reserve for contingencies to any expenditure classification. (C.C.R. 58307)
2. Declaration of intent to sell or lease District real property if public bidding procedure is required. (E.C. 81365)
3. Lease of District real property for a term not exceeding three months having a residence thereon, which cannot be developed for District purposes because of the unavailability of funds. (E.C. 81379)
4. Exchange of District real property for real property of another person. (E.C. 81471).
5. As may be otherwise required by law.

A unanimous vote of all the membership constituting the Board is required with respect to the following:

1. Sell, exchange, grant or quitclaim all or any interest in, or lease, to another public entity for a term not exceeding 99 years, District real property not needed for classroom purposes . (E.C. 81430, 81432)
2. Sale of District personal property not needed for school purposes and the value of which does not exceed \$2,500. (E.C. 81452)
3. Exchange of District real property to settle a dispute with adjacent owner of real property. (E.C. 81481)
4. Community Lease for the extraction and taking of gas, not associated with oil, from real property owned by District and other parties. (E.C. 81510, 81511).

5. As may be otherwise required by law.

## II. Organization of the Board

### A. President

The President of the Board of Trustees shall:

1. Preside at all meetings of the Board unless unavailable.
2. Review the agenda with the President of the College.
3. Assign a Trustee to the following committees:
  - a. Finance and Audit
  - b. Personnel and Labor Relations
  - c. Planning and Development
  - d. Academic Affairs and Student Services
  - e. **Legislative**
4. Designate a Trustee representative to:
  - a. Riverside County Committee on School District Organization (E.C. 72403)
  - b. Association of Community College Trustees
  - c. California Community College Trustees
  - d. Community College League of California
  - e. Riverside County School Boards Association
  - f. Other appropriate recognized organizations
5. Appoint a Trustee to the Board of Directors of the RCC Foundation.
6. Serve as spokesperson for the Board when a decision or consensus has been reached.
7. Work with the ~~President~~ **Chancellor** of the ~~College~~ **District** to plan special events which specifically involve Board members.
8. Sign appropriate correspondence, documents, and certificates.
9. Call special meetings as required in accordance with I. D. above.
10. Perform other duties as prescribed by law or action by the Board.

B. Vice President

The Vice President of the Board of Trustees shall:

1. Sign all official documents as required.
2. Perform the duties required of the President of the Board of Trustees when that individual is unavailable.
3. Perform other duties as prescribed by law or action by the Board.

C. Secretary of the Board

The Secretary of the Board of Trustees shall:

1. Sign all official documents as required.
2. Conduct the official correspondence of the Board.
3. Perform other duties as prescribed by law or action by the Board.

D. Secretary to the Board

The Secretary to the Board of Trustees (~~President~~ **Chancellor** of the ~~College~~ **District**) shall:

1. Be responsible for all records, minutes, proceedings and documents of the Board.
2. Notify members, the public, and District employees of all Board meetings.
3. Attend all Board meetings.
4. Prepare the agenda for Board meetings.
5. Sign and execute official papers as required.

III. Agenda Posting; Action on Other Matters

- A. At least 72 hours before a regular meeting, an agenda shall be posted containing a brief general description of each item of business to be transacted or discussed. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. The agenda shall be prepared by the ~~President~~ **Chancellor** of the ~~College~~ **District**, or his designee. Proposed agenda items are to be submitted to the ~~President~~ **Chancellor** of the ~~College~~ **District** ~~on or before the Tuesday preceding three weeks before~~ the regular Board meetings. (G.C. 54954.2)
- B. No action or discussion shall be taken on any item not appearing on the posted agenda, except that Board Members may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, a Board Member, or District administrative personnel (Staff), may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Board Member or the Board may provide a reference to Staff or other resources for factual information, request Staff to report back to the Board at a subsequent meeting concerning any matter or take action to direct Staff to place a matter of business on a future agenda. (G.C. 54954.2)
- C. Notwithstanding the foregoing, the Board may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any such item, the Board shall publicly identify the item. (G.C. 54954.2)
1. Upon a determination by a majority vote that an emergency situation exists as defined in I.F. above.
  2. Upon a determination by  $\frac{2}{3}$ 's **two-thirds** vote, or if less than  $\frac{2}{3}$ 's **two-thirds** of the Members are present, a unanimous vote of those Members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.
  3. The item was posted as provided above for a prior meeting occurring not more than 5 calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

IV. Minutes

- A. Except as provided in IV. B. below, the minutes of Board meetings will reflect those present, who presided, all motions, the names of persons making and seconding motions, and the vote on motions. The minutes should indicate the time of arrival or departure of members once the Board is in session. The minutes shall also include all resolutions and recommendations of the administration and pertinent information upon which action has been taken by the Board. (E.C. 72000)
- B. The minutes of an emergency meeting, a list of the persons notified or attempted to be notified, a copy of the roll call vote, and any action taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible. (G.C. 54956.5)
- C. The minutes are public records and will be available to the public. (E.C. 72121)

May 16, 1995

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES' COMMITTEE BYLAWS

The Board of Trustees of the Riverside Community College District will hold regular committee meetings.

Approved by Board \_\_\_\_\_ 10-19-99

Adopted:      October 19, 1999

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 1011, Board of Trustees' Committee Bylaws

I. Meetings of the Committees

A. Regular Committee Meetings

The regular committee meetings of the Board will be held principally on the first or second Tuesday of each month at 5:00 p.m., 6:00 p.m., and/or 7:00 p.m. In case the date of any regular committee meeting is changed, the secretary to the Board will take appropriate steps to inform the public of the change in advance of the meeting.

B. Special Committee Meetings

Special committee meetings of the Board may be called by the Board committee chairperson or member.

A notice of the meeting shall be posted at least 24 hours prior to the special committee meeting and shall specify the time, location of the meeting, and shall be posted in a location that is freely accessible to members of the public and District employees. Reason for the special committee meeting shall be provided. No other business shall be conducted.

C. Adjourned Committee Meetings

Adjourned committee meetings may be held as the business of the committee requires. Notice provisions are the same as for special meetings. A copy of the adjournment will be posted within 24 hours in a location that is freely accessible to members of the public and District employees.

D. Place of Meetings

All committee meetings will be held in ~~the Administration Conference Room~~ **of the Room AD 122 of the O. W. Noble** Administration Building on the Riverside City Campus unless changed in accordance with law.

E. Quorum

One Board member shall constitute a quorum for the transaction of business.

## II. Organization of the Board Committees

Each committee structure will be two Board members, one being the chairperson, the other the vice-chairperson. Other committee members are ex-officio (i.e., Academic Senate, ASRCC, CTA, CSEA, and Confidential representatives\*). Resource persons: ~~President~~ **Chancellor** of the ~~College~~ **District**, Board of Trustees President, Provosts, ~~Executive Assistant to the President~~ **Chief of Staff**.

### A. Chairperson

The chairperson of the Board of Trustees' committees shall:

1. Preside at all committee meetings of the assigned committee whenever possible.
2. Review the agenda.
3. Serve as spokesperson for the committee when a decision or consensus has been reached.
4. Call special committee meetings as required in accordance with I. B. above.
5. Perform such other duties as prescribed by law or by action of the Board of Trustees.

### B. Vice-Chairperson

The vice-chairperson of the Board of Trustees' committees shall:

1. Perform the duties required of the chairperson of the committee when that individual is unavailable.

### C. Secretary to the Board's Committees

The secretary to the Board's committees (~~President~~ **Chancellor** of the ~~College~~ **District**/or designee) shall:

1. Be responsible for all records, minutes, proceedings and documents of the Board committee meetings.

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\* CTA, CSEA, and Confidential representatives are ex-officio on the Personnel and Labor Relations Committee.



2. Notify members of all committee meetings.
3. Attend all committee meetings.
4. Prepare the agenda for committee meetings.

### III. Agenda

- A. Whenever possible, an agenda shall be posted by the board committee or its designee in a location freely accessible to the public 72 hours before the regular meeting. The agenda will specify time, location, and a brief general description of each item of committee business. No action shall be taken on any item not appearing on the posted agenda.
- B. The agenda for the committee meetings will be prepared by the **President Chancellor** of the **College District**. Proposed agenda items should be received by the **President Chancellor** of the **College District** ~~on or before the~~ **two** Wednesday's preceding regular committee meeting days.

### IV. Minutes

- A. The minutes of the committee meetings shall record those present and who presided. The minutes should indicate time of arrival or departure of members once the committee is in session. The minutes shall also record all resolutions and recommendations of the administration and the pertinent information to be presented to the Board at its regular scheduled meetings.
- B. The minutes are public records and shall be available to the public.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ELECTION AND TERMS OF MEMBERS

The Board of Trustees for the Riverside Community College District consists of five members elected at large for terms of four years. Eligibility requirements, dates of elections and methods of dealing with vacancies are set forth in the regulations.

Submitted to Board for First Reading \_\_\_\_\_ 9-18-84

Approved by Board \_\_\_\_\_ 11-6-84

Education Code Sections: 5091, 5093, 72023, 72101, 72103

Adopted: July 1964  
Amended: May 7, 1975  
November 20, 1979  
November 6, 1984  
November 20, 1995

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### Regulations for Policy 1015, Election and Terms of Members

#### I. Eligibility

Any person who is 18 years of age or older, a citizen of the state, a resident of the community college district, a registered voter, and who is not disqualified by the Constitution or laws of the state from holding a civil office, is eligible to be elected or appointed a member of the Board of Trustees without further qualifications. (ECS 72103)

#### II. Number of Trustees and Term of Office

A. The Board of Trustees consists of five members elected at large for terms of four years. (ECS 72023)

B. Terms of two members expire on the first Friday in December in one ~~odd~~ **even**-numbered year and those of the other three members in the next succeeding ~~odd~~ **even**-numbered year (statewide general election). (ECS 72023, 72027(d), Resolution No. 39-93/94)

C. Terms of office begin on the first Friday in December following the election in November in ~~odd~~ **even**-numbered years. (ECS 72027(d))

#### III. Elections

Notice of elections shall be posted and the election held on the first Tuesday after the first Monday in November of each ~~odd~~ **even**-numbered year, the same day as the statewide general election.

#### IV. Vacancies

A. If a vacancy occurs or a resignation is filed with the County Superintendent of Schools containing a deferred date, the Board of Trustees shall within sixty (60) days of the vacancy or filing of deferred resignation call an election or make a provisional appointment unless the vacancy occurs within four months of the end of the term of that position. (ECS 5091)

- B. If the vacancy occurs or a resignation is filed with the County Superintendent of Schools containing a deferred date within six (6) months of, but not more than 130 days before a regularly scheduled election and the position is not scheduled to be filled at such election, the vacancy must be filled at a special election consolidated with the regularly scheduled Board election.  
(ECS 5093)

November 20, 1995

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STUDENT MEMBER OF GOVERNING BOARD

A nonvoting student member shall be seated with the members of the governing board and shall be recognized as a full member, having all the rights and privileges extended to and responsibilities of other members except that the student member shall not have the right to vote on any matters before the governing board nor shall the student member have the right to attend those meetings which are defined as closed or special sessions of the Governing Board.

Submitted to Board for First Reading \_\_\_\_\_ 2-7-89

Approved by Board \_\_\_\_\_ 3-7-89

***Regulations for Policies 1016/6016 appear in Section 9.***

Education Code Section: 72023.5, 72122 and 72129 (Note of Decision)

Adopted: March 20, 1979

Amended: March 7, 1989

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### Regulations for Policy 1016/6016 Student Member of Governing Board

#### I. Selection of Student Member

The President of the Associated Students of Riverside Community College **District** shall be recommended to the **President Chancellor** of the **College District** as the student member of the governing board. Final approval of the student member shall rest with the governing board.

#### II. Term of Office

The term of office for the student member of the Governing Board shall coincide with the term of office as President of the Associated Students of Riverside Community College **District**.

#### III. Duties and Responsibilities

The student member of the governing board shall be sworn in, given the oath of office, and seated with the elected members of the governing board and shall be accorded the normal privileges and responsibilities of a board member except:

- A. The student member shall not vote on any matter before the governing board.
- B. The student member shall not attend closed or special sessions. (ECS 72122 and 72129 Note of Decision)
- C. The student member shall not make, amend or second motions.

#### IV. Vacancy

If the office of President of the Associated Students of Riverside Community College **District** becomes vacant, the position of student member to the governing board shall remain vacant until a replacement for the office of President of the Associated Students is appointed or elected. The new nominee will then be appointed in accordance with Section I of these regulations.

March 7, 1989

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESPONSIBILITIES AND PRIVILEGES OF THE BOARD OF TRUSTEES

The Riverside Community College **District** Board of Trustees is entrusted with the institution's assets, upholding its educational mission and programs, ensuring compliance with laws and regulations and with providing stability and continuity to the institution. The delineation of its power, duties and functions are set forth in the regulations.

Submitted to Board for First Reading \_\_\_\_\_ 9-18-84

Approved by Board \_\_\_\_\_ 11-06-84

Education Code Section: 66030, 66050, 66070, 66071, 66300, 70902, 72411, 72411.5, 72423, 74251, 76030, 81600, 87400, 87732, 88000 through 88270

Government Code Section: 53201, 54950 through 54962

Adopted: July 1964

Amended: May 7, 1975, November 6, 1984, May 16, 1995

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### Regulations for Policy 1040, Responsibilities and Privileges of the Board of Trustees

#### I. Standards of Conduct

##### A. Exercising Authority as a Trustee

Members of the Board of Trustees have the responsibility to:

1. Support the mission and philosophy of community colleges,
2. Understand the fiscal and legal aspects of the operation of community colleges,
3. Provide leadership in making policy for the ~~College~~ **District**,
4. Commit time and energy to carry out the duties of their office, and
5. Support the ~~College~~ **District** in the community.

They must be mindful of separating personal opinions and roles from those of the Board as a body.

##### B. Handling Administrative Matters

The primary function of the Board of Trustees is to make policy, whereas the primary function of the administration is to provide direction in policy development and implementation. The ~~President~~ **Chancellor** of the ~~College~~ **District** serves as a resource to Trustees to help them maintain their governing role.

##### C. Acting as a Whole to Represent the Communities Served by the District

The Board of Trustees of a ~~college~~ **district** legally can function only as a group. Individual acts of a Trustee in relation to ~~college~~ **district** matters are considered those of a private citizen. Care should be taken to separate the role of Board member from that of individual. Trustees, as elected officials, are responsible for representing the interests of the communities served by the college district and should act only on that basis.



D. Using Appropriate Channels

Board members should channel all concerns, complaints, and requests for information through the ~~President~~ **Chancellor** of the ~~College~~ **District**.

E. Maintaining Appropriate Conduct at Board Meetings

Conduct at Board meetings should foster respect and consideration for other Board members, citizens, students, and ~~College~~ **District** staff. This will provide an atmosphere to facilitate effective decision-making in which controversial issues can be presented fairly and the dignity of each individual maintained.

F. Conducting Board Business

All District business should be conducted in open public meetings except for those matters specifically cited under the provisions of the Brown Act that are appropriately discussed in a closed session. Confidentiality of all Board discussions held in closed session shall be strictly maintained.

G. Monitoring Compensation and Expense Accounts

Trustees are responsible for ensuring that public funds are spent wisely and legally, including those that relate to their expenses.

II. Responsibilities of the Board of Trustees:

A. Establish broad policies to guide the institution.

B. Select a chief executive officer who serves as the ~~Superintendent of the District and President of the College~~ **Chancellor of the District**.

C. Ensure the fiscal integrity of the institution by establishing the necessary procedures needed for proper accounting of receipts and disbursements of District funds, including approving an annual budget and providing for an annual audit.

D. Act upon recommendations of the ~~President~~ **Chancellor** of the ~~College~~ **District** regarding utilization, development, maintenance, and repair of the physical plant including all buildings, grounds, and equipment.

E. Approve educational programs and services and provide for the public dissemination of this information.

- F. Develop guidelines for negotiations of collective bargaining contracts of the employees of the District.
  - G. Carefully review reports from the ~~President~~ **Chancellor** of the ~~College~~ **District** on programs and conditions of the Colleges and District, to assure quality institutional planning and evaluation.
  - H. Appoint or dismiss employees upon recommendation of the ~~President~~ **Chancellor** of the ~~College~~ **District** in accordance with law.
  - I. Serve as the board of final appeal for students and employees of the Riverside Community College District.
- III. Additional Responsibilities of Individual Members of the Board of Trustees:
- A. Attend regularly scheduled and special meetings of the Board.
  - B. Attend and serve on standing and ad hoc Board committees
  - C. Notify the ~~President~~ **Chancellor** of the ~~College~~ **District**'s office in advance when unable to attend regularly scheduled events.
  - D. Time permitting, attend campus functions. In particular, Commencement exercises.
  - E. Attend conferences and other activities provided specifically for Trustees, when necessary to serve the District and when available.
  - F. Serve as an official representative of the Board at District-related functions when requested by the Board President.
  - G. Serve as an advocate for the District in the community
  - H. Use the ~~President~~ **Chancellor** of the ~~College~~ **District** as the primary resource to answer specific or general questions related to campus functions or policy.
  - I. Participate in evaluations of the Board and the ~~President~~ **Chancellor** of the ~~College~~ **District**.

IV. Benefits and Compensation (Privileges)

A. Benefits

1. Trustees holding elected positions on the Board of Trustees may be covered under the District's Health and Welfare Plan.

B. Compensation

1. Trustees holding elected positions on the Board of Trustees are eligible for monthly compensation in accordance with law.

May 16, 1995

RIVERSIDE COMMUNITY COLLEGE DISTRICT

AUTHORITY TO ACCEPT RESIGNATIONS

The ~~President~~ **Chancellor** of the ~~College~~ **District**, or his designee, shall be authorized by the Board of Trustees to officially accept the resignation of any employee. Acceptance of the resignation shall be effective at the time of receipt by the ~~President~~ **Chancellor** of the ~~College~~ **District** or his designee.

Submitted to Board for First Reading \_\_\_\_\_ 10-7-80

Approved by Board \_\_\_\_\_ 11-4-80

Education Code Sections: 87730, 88201

Adopted: November 4, 1980

Policy 1043

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DISTRICT ~~PRESIDENT~~ CHANCELLOR'S EVALUATION

The Riverside Community College Board of Trustees is charged to participate in evaluation of the ~~President~~ **Chancellor** of the District. The process is set forth in the regulations.

Submitted to Board for First Reading \_\_\_\_\_ 1/22/02

Approved by Board \_\_\_\_\_ 2/19/02

Education Code Section: 70902

Adopted: February 19, 2002

Amended:

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### Regulations to Policy 1043, District ~~President~~ **Chancellor**'s Evaluation

#### I. Overview

Evaluation is an ongoing process. Even though this document is intended for the annual formal evaluation of the District ~~President~~ **Chancellor**, it is also used as a checklist to keep the Board on track with its duties and those of the District ~~President~~ **Chancellor**.

It is important to assess each of the outlined items as occurring on a time line, considering what progress has been made over the past few years, and what is anticipated for the future.

#### II. Format

The District ~~President~~ **Chancellor** presents an oral and written one-to-two page summary of his major achievements of the past year and goals for the future of the District. The Board and District ~~President~~ **Chancellor** then discuss the outlined items and any other appropriate subjects the Board may request.

#### III. Subjects for Evaluation

##### A. Committees

1. Board Committees are the vehicle used to flow information to the Board of Trustees. Does the Board feel comfortable with the information it receives about current programs and administrative functions? Some areas of consideration are:
  - a. Transfer programs,
  - b. Vocational programs,
  - c. Community service programs,
  - d. Economic development activities and programs,
  - e. Cal Works,
  - f. Competitive sports,
  - g. Performance Riverside and other performing arts programs,
  - h. Public safety education and training,
  - i. RCC Foundation,

- j. Student activities.
  2. Is opportunity for staff and student participation in committee process adequate?
- B. Financial Information
1. Is the Board satisfied that it is receiving easily understood financial information required for good decision-making?
  2. Is the Board apprised of the annual audit, and the reports to the State regarding the District's financial status?
  3. Is the Board involved in the District's annual budget process before final budget is ready for approval?
- C. New Programs or Major Refocusing of Existing Programs
1. Is the Board kept apprised of new ideas for review and input to programs before the community is approached or major decisions made?
  2. Is appropriate planning, including needs assessments, sufficient for new or refocused programs?
  3. Can the Board assist in making the District more responsive to community needs?
  4. Is the planning process for new programs adequate?
  5. Is the planning process for new facilities adequate?
  6. Are the planning processes for the entire District adequate?
- D. Student Services
1. Do our students reflect the cultural diversity of our community?
  2. Is a cultural and economically diverse student body a high priority?
  3. Is registration efficient and user-friendly?
  4. Are our students safe on campus? Do they feel safe?
- E. District ~~President~~ **Chancellor** and Staff Relationships
1. Are students' needs the top priority?

2. Is participatory governance suitably and adequately accomplished?
3. Does the Board have effective and appropriate means of communication with staff?
4. Does the staff reflect the cultural diversity of our community?
5. Is the Board apprised in a timely fashion of relevant information about staffing problems?
6. Are job descriptions and pay scales clearly defined and reviewed regularly?
7. Are hiring and firing regulations and procedures enforced?
8. Are District policies and regulations enforced, including collective bargaining agreements?
9. Is staff professional development clearly defined and promoted?

F. Board of Trustees and District ~~President~~ **Chancellor** Relationship

1. Does a climate of mutual trust and support exist between the Board of Trustees and the District ~~President~~ **Chancellor**?
2. Does the Board of Trustees regularly assess the District ~~President~~ **Chancellor**?
3. Does the Board understand the priorities of each of the major initiatives of the District?
4. Is the District ~~President~~ **Chancellor** utilizing the unique talents of the members of the Board of Trustees?
5. Are there other appropriate roles the Board of Trustees members would like to be more deeply involved in?
6. How can the District ~~President~~ **Chancellor** assist the Board of Trustees members to function more effectively?
7. How can the Board of Trustees assist the District ~~President~~ **Chancellor** in accomplishing the District's goals more effectively?
8. Other subjects?

February 19, 2002



Policy 1044

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES SELF-ASSESSMENT PROCESS

The Riverside Community College Board of Trustees has developed a self-assessment process as set forth in the regulations.

Submitted to Board for First Reading \_\_\_\_\_ 6-10-02

Submitted to Board for Second Reading \_\_\_\_\_ 10-15-02

Approved by Board \_\_\_\_\_ 10-15-02

Adopted:        October 15, 2002

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### Regulations to Policy 1044, Board of Trustees Self-Assessment Process

#### I. Introduction

The RCCD Board of Trustees is a five-member public body, elected at-large by the voters of Riverside Community College District. As the District's elected body, the Board of Trustees recognizes that it has a public trust – a fiduciary responsibility – to meet the learning needs of those who might benefit from Riverside Community College **District** programs in the communities it serves. All roles and activities delineated within this document flow from this most fundamental responsibility.

To assess whether it is effective in meeting this fiduciary responsibility, the Board adopts a Board Effectiveness approach to guide its self-assessment process. The approach is grounded in four key principles:

- A. **Learner Centeredness:** The Board recognizes its fiduciary responsibility to meet learner needs and act in the interest of learners in the communities served by the District.
- B. **Continuous Assessment:** Particularly in times of rapid change, organizations must continuously assess their effectiveness to maintain and improve their alignment with environmental trends and changing learner needs. As a consequence, the Board agrees to continuously assess and review its effectiveness and that of the institution.
- C. **Evidence Based Assessment:** The Board commits to open, evidence-based institutional and community dialogue.
- D. **Commitment to Act:** The Board agrees to act on its assessments to improve both Board and institutional effectiveness.

#### II. Board Self-Assessment Process

In keeping with these principles, the Board of Trustees establishes a continuous, quarterly self-assessment process to both consider its effectiveness and model its commitment to continuous improvement. The process is intended to assist the Board in the assessment of its performance as a whole body. It is not intended to evaluate or assess the performance of individual Board members.

Initially, the Board will review and discuss its record of performance on a quarterly basis in open-ended conversation. Staff will inventory and assist the Board in the preparation of its record. Dialogue will be structured around the following seven dimensions of Board Effectiveness. It is anticipated that the Board will calendar

discussions regarding a specific set of the dimensions each quarter. More formal measurement tools may be incorporated into the process over time.

- A. **Commitment to Learners:** The Board assesses its role in ensuring that the focus remains on the learner and that processes are in place to maintain that focus. For example, the Board might discuss its use of institutional and student research and its efforts to encourage inquiry about learner-populations that may not be adequately served by the District.
- B. **Constituency Interface:** The Board assesses its constituency interface by discussing its relationship with District constituencies. Questions might include: What mechanisms and processes are in place for the Board to listen to, respond to, and communicate with its constituency? Do the mechanisms and processes promote input from diverse interests? How should the Board represent and advocate for the **College District** in the community?
- C. **Community College System Interface:** The Board assesses its Community College system interface by evaluating its interaction with the California community college system and other community college organizations. Questions might include: Does the Board engage in activities to support the **College District**'s position within the system? What are the appropriate advocacy roles to be played – learner advocacy, college advocacy?
- D. **Economic/Political System Interface:** The Board assesses its economic and political system interface by assessing its interaction with local, state and federal economic and political processes, institutions and personnel. Here questions might include: How does and should the Board advocate **College District** interests and learner interests to local, state and national government agencies and legislators?
- E. **District Policy Leadership:** The Board assesses policy leadership by examining its role in the district policy process. Questions might include: What is the appropriate role of the Board in addressing issues confronted by the **College District** and learners? What issues occupy the attention of the Board? What is the relationship of the issues to the **College District**'s mission? Was the Board appropriately engaged in defining the **College District**'s mission, strategies, and goals? Is the Board informed of and appropriately engaged in the setting of **College District** policies and processes?
- F. **Management Oversight:** The Board assesses its management oversight primarily through the assessment of its relationship with the **CEO Chancellor** and senior administrative staff. Therefore, much of this conversation is reflected in the Board's **CEO Chancellor** assessment process.

- G. Process Guardianship: The Board assesses its role in assuring that the District engages in appropriate budgeting, planning, institutional assessment and other processes. If it desired, the Board could discuss its own structure, policies, practices and procedures.

October 15, 2002

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ORGANIZATIONAL STRUCTURE

The organizational structure of the Riverside Community College District is the responsibility of the ~~President~~ **Chancellor** of the ~~College~~ **District** and shall be defined in an organizational chart approved by the Board. The major duties and responsibilities of each administrative position other than that of the ~~President~~ **Chancellor** of the ~~College~~ **District** are delineated in the management handbook.

The entire College staff and student body shall be shown on the organizational chart in a general structure. Detailed organizational patterns shall take various forms as defined by appropriate Board policies and College procedures pertaining to specific areas.

The organizational chart is a structural outline of administrative responsibility. It is not intended to prevent a free flow of information and assistance throughout the ~~College~~ **District**.

Submitted to Board for First Reading 9-18-84

Approved by Board 11-6-84

Education Code Sections: 72400, 72411, 72411.5

Adopted: July 1964  
Amended: May 7, 1975  
November 6, 1984

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DISTRICT SUPERINTENDENT CHANCELLOR AND PRESIDENT

**Appointment:** The Board will appoint a chief executive officer to serve as ~~Superintendent of the District and President of the College~~ **Chancellor of the District**.

**Responsibility and Authority:** The Board delegates to the ~~Superintendent/President~~ **Chancellor** the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action. The ~~Superintendent/President~~ **Chancellor** shall act as the professional advisor to the Board in the establishment and formulation of District policies.

The ~~Superintendent/President~~ **Chancellor** may delegate any powers and duties entrusted to him by the Board, but he shall be specifically responsible to the Board for the execution of such delegated powers and duties. The ~~Superintendent/President~~ **Chancellor** shall maintain a management handbook which will contain position descriptions of the ~~Superintendent/President~~ **Chancellor's** management team.

The ~~Superintendent/President~~ **Chancellor** shall make available any information or give any report requested by the Board.

The ~~Superintendent/President~~ **Chancellor** shall perform all duties specifically required of or assigned to the ~~Superintendent/President~~ **Chancellor** in the Education Code Section 70902.

Submitted to Board for First Reading \_\_\_\_\_ 1-17-84

Approved by Board \_\_\_\_\_ 2-7-84

Education Code Section: 70902

Adopted: July 1964  
Readopted: May 1975  
Amended: February 7, 1984

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### Regulations for Policy 2005, District ~~Superintendent and President~~ **Chancellor**

The Board of Trustees employs a chief executive officer to serve as ~~Superintendent~~ **Chancellor** of the Riverside Community College District and ~~President of Riverside Community College~~.

The ~~Superintendent/President~~ **Chancellor**'s responsibilities are to serve as the executive officer of the Board in carrying out the District programs established by Board policies and other official Board actions and to serve as advisor to the Board in the development of District programs, policies, and Board actions.

More specifically, the duties and responsibilities may be defined as follows:

1. Execute those duties required by Board policy or other official Board action or prescribed by the California Education Code and Title 5 of the Administrative regulations.
2. Organize and administer District resources and personnel for efficient operation of ~~College~~ **District** programs authorized by the Board.
3. Prepare the agenda for Board meetings and make recommendations for Board actions based on requests and information developed by appropriate District and ~~College~~ staff.
4. Provide Board members with needed information pertaining to ~~College and~~ District matters and state and national developments in community college education.
5. Serve as liaison between Board and staff on matters of joint interest.
6. Represent the Board on matters pertaining to the District.
7. Maintain awareness of legislative matters affecting the District; keep Board and staff informed of developments; and work for legislation in the interest of the District and community college education.
8. Serve as chairperson of the ~~President~~ **Chancellor**'s **Executive** Cabinet and Shared Governance Council.
9. Recommend the appointment of ~~College~~ **District** management personnel.



10. Define and coordinate the duties of ~~the College~~ **District** management personnel responsible for the educational, student services, business services, and community services programs.
11. Recommend the appointment of deans and department chairpersons after consultation, and following established guidelines.
12. Recommend the initial appointment and reemployment of probationary faculty after consultation with appropriate department and administrative personnel.
13. After appropriate consultation, make necessary appointments to the various ~~College~~ **District** committees and councils.
14. Work with legally constituted campus organizations.
15. Negotiate contracts with officially recognized unions.
16. Recommend management personnel salary schedules and placement.
17. Utilize appropriate, representative groups of ~~College~~ **District** personnel wherever possible in review of existing programs and recommendations for new procedures, policies and programs so that those affected have a voice in the decisions made.
18. Utilize appropriate means to communicate to staff and students those matters under consideration and decisions taken which will affect them.
19. Make recommendations on strategic planning and on needed improvements of programs and the physical facilities of the ~~College~~ **District**.
20. Supervise preparation and administration of the budget.
21. Approve publications, including those prepared by the RCC Foundation, intended to interpret and publicize the Colleges and District.
22. Interpret the Colleges and the District to the general public through community contacts.

23. Through continuing study, maintain an acquaintance with ideas and research pertaining to community college education and exercise initiative in implementing and recommending changes which will improve the Colleges and District programs.
24. Carry out such other duties as may be assigned by the Board of Trustees.

January 11, 1984

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
POLICIES AND ADMINISTRATIVE REGULATIONS

The Board of Trustees of the Riverside Community College District believes that it is essential to establish written policies for the purpose of interpreting, supplementing, and implementing the legal requirements of the District as well as providing direction for the President **Chancellor** of the College **District** and the management staff in the administration and operation of the District.

Submitted to Board for First Reading \_\_\_\_\_ 9-18-84

Approved by Board \_\_\_\_\_ 11-6-84

Education Code Sections: 70902

Adopted: November 6, 1984

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 2010, Policies and Administrative Regulations

The ~~President~~ **Chancellor** of the ~~College~~ **District** will be responsible for recommending policy to the Board and for developing all Administrative Regulations, in consultation with the appropriate areas of the ~~College~~ **District**. (ECS 70902)

The Board has, as a major responsibility, the establishment and final interpretation of all policy. (ECS 70902)

The ~~President~~ **Chancellor** of the ~~College~~ **District** will make periodic reports to the Board on how adopted policies are being implemented, and the Board will continually evaluate the policies it has adopted.

Regulations, except for the 1000 section, are the responsibility of the ~~President~~ **Chancellor** of the ~~College~~ **District** and do not require formal approval of the Board of Trustees.

September 13, 1984