RIVERSIDE COMMUNITY COLLEGE DISTRICT Board of Trustees – Regular Meeting – January 24, 2006 - 6:00 p.m. – Student Services 101, Moreno Valley 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.

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

- I. <u>Approval of Minutes</u> Regular meeting of December 13, 2005
- II. <u>Chancellor's Reports</u>
 - A. Communications

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

- 1. "Recognition of the Football and Women's Water Polo Teams" Dr. Daniel Castro, President, Riverside City College
- B. Board of Trustees Meeting Calendar
 Recommend reviewing and approving the Board calendar from January June 2006.
 Recommended Action: Request for Approval
- III. <u>Student Report</u>
- IV. Consent Items
 - A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

- a. Academic Personnel
 - 1. Appointments
 - (a) Management
 - (b) Contract Faculty
 - (c) Long-Term, Temporary Faculty
 - (d) Special Assignments
 - (e) Overload Assignments (None)
 - (f) Part-Time Faculty, Hourly Assignments
 - (g) Child Development Center Hourly Employees
 - (h) Extra-Curricular Activities, Academic Year 2005-06
 - 2. Separations
- b. Classified Personnel
 - 1. Appointments
 - (a) Management
 - (b) Management Categorically Funded
 - (c) Classified/Confidential
 - (d) Classified/Confidential Categorically Funded
 - (e) Professional Experts (None)
 - (f) Short Term
 - (g) Temporary as Needed Student Workers District Funds

- (h) Community Education Programs Spring Semester 2006
- (i) Special Assignment
- 2. Professional Growth Achievement Steps
- 3. Requests for Leave Under the Federal Family and Medical Leave Act of 1993
- 4. Separation
- Purchase Order and Warrant Report -- All District Funds
 Purchase orders and warrant reports issued by the Business Office.
- Annuities
 Tax shelter annuities for employees, amendments and terminations.
- 4. Budget Adjustments
 - Budget Adjustments
 Request approving various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolution(s) to Amend Budget
 - Resolution to Amend Budget Resolution No. 16-05/06 Tri-Tech Small Business Development Center (SBDC)
 Recommend adopting a resolution to add income and expenditures to the adopted budget contingent on approval of Board Report No. V-A-3-g dated January 24, 2006.
 - c. Contingency Budget Adjustments
 Request approving various contingency budget transfers as presented.
- 5. Bid Awards
 - a. Award of Bid Periphery Improvements Component of the Parking Structure Project
 - Recommend awarding a bid for the periphery improvements component of the Parking Structure Project at Riverside City Campus.

- b. Purchase Gateway Computers and Equipment Using Western States Contracting Alliance, Master Price Agreement

 Recommend approving the use of Western States Contracting Alliance, Master Price Agreement for the purchase of computers throughout the District as per Public Contract Code 10652.
- c. Purchase Using "PiggyBack" Award of the Newport-Mesa Unified School District for Shade Structures at Lovekin Field
 Recommend awarding a contract for the purchase and installation of DSA-approved shade structures at Lovekin Field on the Riverside City Campus as per Public Contract Codes 20118 and 20652.
- d. Reject Bids Parking Lot
 Recommend rejecting all bids for the parking lot at March Education Center.
- 6. Donations (None)
- 7. Out-of-State Travel- Recommend approving out-of-state travel requests.
- 8. Grants, Contracts and Agreements (None)
- 9. Other Items
 - a. Surplus Property

- Recommend declaring listed property as surplus, finding the property does not exceed \$5,000 and authorizing the property be consigned to be sold on behalf of the District.

b. Notice of Completion – PE Track and Field Complex
 - Recommend accepting the PE Track and Field Complex
 Project as complete, approving execution of the Notice of
 Completion and authorizing the Board President to sign the notice.

Recommended Action: Request for Approval

- B. Information
 - Monthly Financial Report

 Informational report relative to financial activity for the period from July 1, 2005 through November 30, 2005.
 Information Only

V. <u>Board Committee Reports</u>

- A. Academic Affairs and Student Services
 - 1. Student Services
 - a. Revised Regulations for Student Discipline and Due Process – Policy and Regulations 6080 – First Reading
 - Recommend accepting the revised regulations for first reading and approving the prevention and educational information regarding sexual violence as required by Assembly Bill 1088 to be posted on the Riverside Community College District website and presented at District College orientations.
 Recommended Action: Accept for First Reading and Request for Approval
 - District Location of Emergency and Pay Phone Status
 Recommend receiving information regarding District locations of existing emergency and pay phones.
 Information Only
 - 2. Open Campus
 - Agreement with WebCT, Inc.
 Recommend ratifying the agreement to provide a customized solution for Open Campus that would provide a mechanism for online distance education courses to be placed in appropriate terms.
 Recommended Action: Request for Approval
 - 3. Economic Development
 - Agreement with Corona Magnetics
 Recommend ratifying the agreement to provide training services related to Sexual Harassment Prevention.
 - b. Agreement with Distribution Management Association
 Recommend ratifying the agreement to provide training services related to Sexual Harassment Prevention.

Recommended Action: Request for Ratification

c. Agreement with Glenn Doolittle Jr.
 - Recommend approving the agreement to design a formative evaluation and a summative evaluation regarding the progress of Title VIB Grant.
 Recommended Action: Request for Approval

- d. State of California Employment Training Panel Amendment/Modification Request

 Recommend ratifying the request to modify the Employment Training Panel contract to better meet the needs of the clients.

 Recommended Action: Request for Ratification
- e. Agreement with The Regents of the University of California
 Recommend approving the agreement to conduct a study to examine trends and prospects for expansion of California-based businesses in foreign markets.
 Recommended Action: Request for Approval
- f. Agreement with D & D Dance Center
 Recommend ratifying the agreement to provide facilities for Community Education classes.
- g. Agreement with United States Small Business
 Administration
 Recommend ratifying the request for approval to participate in the United States Small Business
 Administration Grant in collaboration with California State University, Fullerton Foundation.

Recommended Action: Request for Ratification

- 4. Occupational Education
 - a. Agreement with Toyota Motor Sales, Inc.
 Recommend ratifying the agreement to provide training for students in the Toyota T-TEN Program.
 Recommended Action: Request for Ratification
- 5. School of Education
 - Agreement with Hugh Robert Riddle
 Recommend approving the agreement to provide a oneday workshop on "Making Music with My Children."
 Recommended Action: Request for Approval
- 6. Performing Arts
 - Agreement with Scott Tennant
 Recommend approving the agreement to provide services as guest artist and instructor for concert and master class.
 Recommended Action: Request for Approval

- 7. Academic Affairs
 - Agreement with Lifesigns

 Recommend ratifying the agreement to provide interpreting services for the American Sign Language program.

 Recommended Action: Request for Ratification

8. Performance Riverside

- Agreement with Emily Gatesman
 Recommend approving the agreement for assistant to the director services for the Performance Riverside production of The Music Man.
- b. Agreement with Valentino's Costumes
 Recommend approving the agreement for costume rental and building services for the Performance Riverside production of Smokey Joe's Café.
- c. Agreement with Jeff Weeks
 Recommend approving the agreement for design services for women's wigs and miscellaneous supplies related to the wigs for the Performance Riverside production of The Music Man.
- d. Agreement with The Artists' Collective
 Recommend approving the agreement for services related to the single performance salon of Miné: A Name for Herself.

Recommended Action: Request for Approval

- 9. Workforce Development
 - Agreement with April Franco

 Recommend approving the agreement to prepare and conduct a series of twenty four-hour workshops per month as part of the requirements of providing Life Skills instruction for the Foster Youth Emancipation Program contract.

Recommended Action: Request for Approval

b. Amendment to the Agreement with Riverside County Department of Social Services
Recommend ratifying the amendment to the agreement that redistributes contract funds to provide equipment for additional staff required by the Foster Youth Program. c. Amendment to the Agreement with Portland Community College
Recommend ratifying the amendment to the agreement for the Gateway to College Program that extends the term and provides additional funding.

Recommended Action: Request for Ratification

- d. Agreement with Riverside City and County Public Library

 Recommend approving the agreement to provide a training site for Foster and Kinship Education Program training workshops.
 Recommended Action: Request for Approval
- 10. Moreno Valley
 - Agreement with Moreno Valley Unified School District
 Recommend approving the facilities use agreement to provide classroom space for a business course at March Mountain High School
 Recommended Action: Request for Approval
- B. Planning and Development (None)
- C. Personnel and Labor Relations
 - Extension of Contracts with Stephen C. Kuhn & Associates, Inc. to Conduct a Classification and Compensation Study for Riverside Community College District's Management and Classified (including Confidential) Positions

 Recommend approving the extension of the contracts from September 30, 2005 to June 30, 2006.

 Recommended Action: Request for Approval
 - Engagement as Legal Counsel Covington and Crowe, LLP
 Recommend approving the retention of legal counsel on an as needed basis.
 Recommended Action: Request for Approval
 - Travel Allowances
 Recommend approving travel allowances to be raised effective January 1, 2006.
 Recommended Action: Request for Approval

- Proposed Organizational Chart for Diversity, Equity, and Compliance and Human Resources

 Recommend receiving the proposed organizational chart for information only.

 Information Only
- D. Finance and Audit
 - 2004-2005 District Independent Audit Report

 Recommend receiving the District's 2004-2005 audit report for the District's permanent file.
 - 2. 2004-2005 Foundation Independent Audit Report
 Recommend receiving the Foundation's 2004-2005 audit report for the District's permanent file.

Recommended Action: Receive for the District's Permanent File

- 2006-2007 Nonresident Fees

 Recommend adopting a nonresident tuition fee and a capital outlay surcharge fee for 2006-2007 and recommend directing staff to promulgate the charges via the 2006-2007 catalog, schedule of classes, Board Regulation 6042, etcetera.
- 4. Facility Projects Proposed Agreements: Phase III Norco/Industrial Technology Project (WWCOT Architecture) – Agreement for Architectural Sustainable Design; District Remodel and Alteration Project (GLP Engineering, Inc.) – Agreement for Cosmetology Building Electrical Upgrade; and Asphalt Restoration Project for the Moreno Valley, Norco, Riverside Campuses (KCT Consultants, Inc.) – Agreement for Paving Plan and Engineers Quantity and Cost Estimates - Recommend approving three agreements relative to Phase III, Norco, and Cosmetology Building Electrical Upgrade Project and Paving Plans for each campus.
- 5. Magnolia Avenue Right-of-Way Indemnification and Landscape Agreements

- Recommend approving an indemnification agreement, a landscape maintenance agreement and an Easement Agreement in order to facilitate the construction of the parking structure at the Riverside campus.

 Riverside City College Parking Structure Project Budget – Proposed \$591,721 Measure C Budget Augmentation

 Recommend approving a Measure C budget augmentation relative to the parking structure project at the Riverside campus.

 7. Center for Primary Education: Proposed Lease-Lease Back Arrangement with Neff Construction, Inc. and Proposed Measure C Budget for Planning, Site Work and Construction
- Recommend approving a Lease-Lease Back Agreement and a Measure C budget for the Center for Primary Education project.

Recommended Action: Request for Approval

- 8. Governor's 2006-2007 Budget Proposal for California's Community Colleges
 Informational report on the Governor's 2006-2007 budget proposal for California community colleges.
- 9. Commitment of Measure C Funds

 Informational report summarizing Measure C fund commitments to date.

Information Only

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

 Recommend receipt of Board committee minutes from the December 6, 2005 Academic Affairs and Student Services and Finance and Audit Committees.
 Information Only
- VI. <u>Administrative Reports</u>
 - A. Vice Chancellors
 - B. Provosts
- VII. Academic Senate Report
 - A. Riverside City College/Riverside Community College District
 - B. Moreno Valley Campus
 - C. Norco Campus
- VIII. Business from Board Members
 - A. Option to Purchase Agreement with the Riverside County Education Foundation – Resolution No. 15-05/06
 - Recommend adopting Resolution No. 15-05/06 to close escrow on the property on or before February 19, 2006.
 Recommended Action: Request for Ratification

- IX. <u>Comments from the Public</u>
- X. <u>Closed Session</u>
 - A. Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.
 Recommended Action: To be Determined
- XI. <u>Adjournment</u>

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF DECEMBER 13, 2005

President Takano called the regular meeting of the Board of Trustees to order at 6:04 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Absent

<u>Trustees Present</u> Ms. Kathleen Daley Ms. Mary Figueroa (arrived at 6:06 p.m.) Mr. Jose Medina Ms. Grace Slocum Mr. Mark Takano Mr. Kim Tran, Student Trustee

Staff Present

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

Guests Present

Mr. David Bristow, Attorney, Reid & Hellyer Dr. Jack Lipton, Attorney, Burke, Williams & Sorensen, LLP Mr. Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen

Ms. McKee-Leone led in the Pledge of Allegiance. <u>PLEDGE OF ALLEGIANCE</u>

CLOSED SESSION

The Board adjourned to closed session at 6:06 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator David Bristow, Attorney, Reid & Hellyer, regarding properties located at 3801 Market Street and 3892 University Avenue, Riverside, and 1533 Spruce Street, Riverside, and to confer with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding portions of the following assessor's parcels along the easterly frontage of La Sierra Avenue and the southerly frontage of Indiana Avenue: 138-130-004, 138-120-007, 138-120-005, 130-170-011, 130-170-010, 138-170-009, 138-130-010 and 138-130-009.

The Board reconvened to open session at 7:00 p.m., with no announcements from closed session.

President Takano turned the gavel over to Dr. Rotella who presided over the election of the officers of the Board.

Ms. Slocum nominated Mr. Medina for President of the Board of Trustees. There was no second.

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees retain the current 2005 slate of officers for 2006: Mr. Takano, President, Mr. Medina, Vice President, and Ms. Daley, Secretary. Motion carried. (4 ayes; 1 no [Slocum])

The gavel was given to Mr. Takano to preside over the remainder of the meeting.

Without discussion, the Board elected to maintain the present regular meeting schedule by meeting the third Tuesday of the month at 6:00 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College, 4800 Magnolia Avenue, Riverside; meeting at the Moreno Valley Campus, 16130 Lasselle Street, Moreno Valley, in January and October 2006, and in April and November 2006 at the Norco Campus, 2001 Third Street, Norco. Committee meetings will be held the second Monday and/or Tuesday of the month at 5:00 p.m., 6:00 p.m., and/or 7:00 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College, 4800 Magnolia Avenue, Riverside, California. However, the January Committee Meetings will take place on Thursday, January 19, 2006, in Board Room AD122, Riverside City College, and the January regular Board of Trustees meeting will take place on Tuesday, January 24, 2006 [at the Moreno Valley Campus].

ORGANIZATIONAL MEETING

Election of President

Election of President, Vice President and Secretary

Selection of Day, Time and Place of Board and Committee Meetings Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the regular meeting of November 15, 2005, and special meeting of November 29, 2005. Motion carried. (5 ayes)

Following discussion, Board President Takano following Board announced the committee assignments for 2006: Academic Affairs and Student Services Committee Chair will be Mr. Medina, Vice Chair, Ms. Slocum; Finance and Audit Committee Chair will be Ms. Daley, Vice Chair, Mr. Takano; Legislative Committee Chair will be Ms. Daley, Vice Chair, Ms. Slocum; Planning and Development Committee Chair will be Ms. Figueroa, Vice Chair Ms. Slocum; Alvord Ad hoc Committee Chair will be Mr. Takano, Vice Chair, Mr. Medina; Ben Clark Academy Ad hoc Committee Chair will be Ms. Figueroa, Vice Chair, Mr. Takano; and Miné Okubo Bequest Ad hoc Committee Chair will be Mr. Takano, Vice Chair, Ms. Daley.

The liaison Board Committee representation will remain the same, except Ms. Slocum will take Ms. Daley's place as the liaison for the Association of Community College Trustees (ACCT), and Ms. Daley withdrew her name as a representative for the Inland Valleys' Trustees and CEO Association.

Dr. Rotella swore in Mr. Tran as the 2005-2006 student trustee.

Dr. Lacy introduced Mr. Gary Locke, Director, Marching Band/Associate Professor, Music, who led the recognition of the RCC Marching Tigers and their performance as the opening band at the 74th Annual Hollywood Christmas Parade and as exhibition guests at the RCA Dome in Indianapolis. Mr. Locke announced that the Marching Tigers will participate in the 75th Annual Hollywood Christmas Parade and the 2006 Macy's Thanksgiving Day Parade next year. MINUTES OF REGULAR MEETING OF NOVEMBER 15, 2005 AND SPECIAL MEETING OF NOVEMBER 29, 2005

Board Committee Assignments

Liaison Board Committee Representatives

CHANCELLOR'S REPORTS

"Administration of Oath of Office to Student Trustee" – Salvatore G. Rotella, Chancellor

"Recognition of the Marching Tigers and their Performance at the 74th Annual Hollywood Christmas Parade" – Dr. Linda Lacy, Vice Chancellor, Student Services and Operations Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees adopt Resolution No. 14-05/06 regarding the acquisition of property for the Riverside School for the Arts. Motion carried. (5 ayes)

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

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 30)

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,744,354.52, and District Warrant Claims totaling \$5,970,157.63; (Appendix No. 31)

Approve amendment to employment contracts and terminations as listed; (Appendix No. 32)

Approve the budget transfers as presented; (Appendix No. 33)

Approve adding the revenue and expenditures of \$170,425.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$41,556.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve the contingency budget transfers, by a two-thirds vote of the members, as presented; (Appendix No. 34) Resolution Regarding the Acquisition of Property for the Riverside School for the Arts – Resolution No. 14-05/06

STUDENT REPORT

CONSENT ITEMS

Action

Academic and Classified Personnel

Purchase Order and Warrant Report – All District Funds

Annuities

Budget Adjustments

Resolution to Amend Budget – Resolution No. 12-05/06 2005-2006 Disabled Student Programs and Services (DSPS)

Resolution to Amend Budget – Resolution No. 13-05/06 2005-2006 TANF-Child Development Careers Program (CDCP)

Contingency Budget Adjustments Grant out-of-state travel as listed; (Appendix No. 35)

Approve the agreement, from December 14, 2005 through January 31, 2006, for an amount not to exceed \$2,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Authorize each Trustee and designated listed District administrators to sign vendor warrant orders, orders for salary payment, notices of employment, bank checks, purchase orders and grant documents; (Appendix No. 36)

Declare the property listed to be surplus, does not exceed the value of \$5,000.00, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 37)

Accept the Quad Swing Space, Administration and Business Education remodel 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;

Accept the Landis Lobby Remodel 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;

Accept the site work for the Bridge Space 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;

Accept the modular buildings for the Bridge Space project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works), and Out-of-State Travel

Consultant Agreement with Higher Education Evaluation and Research Group

Signature Authorization

Surplus Property

Notice of Completion – Quad Swing Space, Administration and Business Education Remodel Project

Notice of Completion – Landis Lobby Remodel Project

Notice of Completion – Bridge Space Project – Site Work

Notice of Completion – Bridge Space Project – Modular Buildings authorize the Board President to sign the notice.

Motion carried. (5 ayes)

Information

Separations

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignations of Ms. Anna Chacon, Clerk Typist-Title V, effective December 2, 2005, for personal reasons, Mrs. Pat George, Facilities/Planning Specialist, effective date to be determined, for retirement, Ms. Weiyan Liu, International Students and Programs Specialist, effective November 26, 2005, for personal reasons, Ms. Shelley Medina, Secretary I, effective November 28, 2005, for career advancement, Ms. Thuy Nguyen, Web Applications Developer, effective December 12, 2005, for personal reasons.

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

Monthly Financial Report

BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

Academic Affairs

Proposed Curricular Changes

Strategic Initiatives 2005-2010 and Academic Master Plan

Performing Arts

Agreements for Concert Band Festival

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the curricular changes for inclusion in the District's catalog and in the schedule of class offerings. Motion carried. (5 ayes)

The Board received the District's Strategic Initiatives and Academic Master Plan for information only.

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

Approve the agreements, for March 14, 2006, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the

agreements;

Approve the agreement for December 19 and 20, 2005, for an amount not to exceed \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement for December 19, 2005 through February 1, 2006, for an amount not to exceed \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement for April 29, 2006, for an amount not to exceed \$150.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Ratify the agreement for November 17, 2005, for an amount not to exceed \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the agreement, from October 24, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

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

Ratify this Memorandum of Understanding, from July 1, 2005 through June 30, 2006, with no additional funding, and authorize the Vice Chancellor, Administration and Agreement with Vangie Pearson

Agreement with James & James Sound Recording

Agreement with Marty Rhees

Agreement with Shang-Ying Tsai

Economic Development

Agreement with Quebecor World

Workforce Preparation

Memorandum of Understanding with Riverside Gateway to College Early College High Finance, to sign the Memorandum of Understanding;

Ratify this contract agreement, from July 1, 2005 through June 30, 2006, for an amount of \$10,425.00, and authorize the Vice Chancellor, Administration and Finance, to sign the contract agreement;

Approve this Memorandum of Understanding, from September 13, 2005 through June 30, 2006, for an amount not to exceed \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Motion carried. (5 ayes)

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

Approve this amendment, beginning December 14, 2005, with automatic annual renewal, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment;

Ratify the amendment to the agreement, from April 1, 2005 through April 14, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign this amendment to the agreement;

Approve the amendment, from December 16, 2006 through May 31, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign this amendment;

Approve the agreement from December 14, 2005 through December 13, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign this agreement;

Approve the renewal agreements, from February 1, 2006, with automatic annual

School

Contract Agreement with the Community College Foundation

Memorandum of Understanding with ACS/Perris OASIS Youth Opportunity Center

Nursing

First Amendment to Clinical Affiliation Agreement with Redlands Community Hospital

Amendment to the Agreement with Valley Health System

Amendment to Agreement with California State University, Fullerton

Agreement with San Antonio Community Hospital

Affiliation Agreement Renewals renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign these agreements.

Motion carried. (5 ayes)

School of Education

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement for December 14, 2005 through June 30, 2006, for a maximum of \$10,000.00 plus travel expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

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

Ratify the agreement, from July 1, 2005 through June 30, 2006, for an amount not to exceed \$1,600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement, from December 9, 2005 through December 8, 2006, for an amount not to exceed \$4,333.30, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Motion carried. (5 ayes)

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

Approve the agreement, beginning on December 14, 2005, and to authorize the Vice Chancellor, Administration and Finance, to sign the agreement; Agreement with Diane Mapes

Library

Agreement with Omnimusic

Agreement with Avid Technology, Inc.

Moreno Valley

Agreement with Valley Health System Approve the agreement, for February 13, 2006 through June 8, 2006, at a cost not to exceed \$1,300.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement, beginning on December 14, 2005, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Motion carried. (5 ayes)

Agreement with Moreno Valley Unified School District

Agreement with Kaiser Foundation Hospitals

Norco

Revised Budget – 24 Hour Fitness Center

Art

Agreement with Jerry Burchfield

Agreement with Liz Sadoff

Performance Riverside

Agreement with Karen Rymar

revised budget, from July 1, 2005 through September 1, 2006, for an amount not to exceed \$26,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Figueroa,

moved that the Board of Trustees approve the

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

Approve the agreement for February 16, 2006, for an amount not to exceed \$250.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement, for April 10-May 9, 2006, for an amount not to exceed \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Motion carried. (5 ayes)

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

Ratify the agreement, from October 19-November 11, 2005, for \$2,000.00, plus seven nights lodging, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement; Approve these agreements, from December 14, 2005 through February 27, 2006, for an amount not to exceed \$17,798.63, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement, from December 14, 2005 through June 30, 2006, for \$1,100.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve these agreements, from December 14, 2005 through June 9, 2006, for an amount not to exceed \$10,598.36, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Motion carried. (5 ayes)

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

Ratify the agreement with County of Riverside, from July 1, 2005 through June 30, 2007, for \$1.34 per student contact hour, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement, from January 1-December 31, 2006, for an amount not to exceed \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Motion carried. (5 ayes)

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve the revised regulations for Policy 1011, Board of Trustees' Committee Bylaws. Motion carried. (5 ayes) Service Agreements for Music Man

Agreement with V & S Video

Service Agreements for Evita

Public Safety and Training

Agreement County of Riverside

Agreement with Coast Fitness Repair Shop

Personnel and Labor Relations

Regulations for Policy 1011, Board of Trustees' Committee Bylaws – Second Reading Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees receive the Measure C general obligation bond independent financial and performance audit reports for the year ended June 30, 2005 for the permanent file of the District. Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees authorize interfund loans of \$1.05 million each from Fund 12, Resource 1180 (redevelopment Pass-Through) and Fund 41, Resource 4130 (La Sierra Capital) to Fund 11, Resource 1000 (Unrestricted General Operating) at an interest rate equal to that received by the District on its short-term investments with the Riverside County Treasurer, with said loans to be repaid to the respective Resources in seven annual installments beginning in FY 2006-2007 and concluding on or before June 30, 2013. Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the amendment to extend the contract term for Bruce Borg, DSA inspector, and increase the funding for Mr. Borg's services in the amount of \$520.00, approve the amendment to extend the contract term for Allan Peterson, consultant, approve the agreement with Cheryl L. Hudson, consultant, to provide assistance in the development of the District's 2008-2012 Five Year Capital Construction Plan, approve the proposed agreement with John R. Byerly, inc., to testing and inspection provide on construction materials during the renovation of the Riverside City College Quadrangle Modernization project, and authorize the Vice Chancellor, Administration and Finance, to sign the amendments and agreements. Motion carried. (5 ayes)

Measure C Independent Financial and Performance Audit Reports

Interfund Loans – District Office Purchase

Facility Projects – Proposed Agreements and Amendments to Agreements: Riverside School for the Arts (Allen Petersen. Consultant), Swing Space and Bridge Space Projects (Bruce Borg, DSA Inspector), Quadrangle Modernization Project (John R. Byerly, Inc., Materials Testing and Inspection) and 2008-2012 Five-Year **Capital Construction Plan** (Cheryl L. Hudson, Consultant)

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees authorize the staff to go out to bid for the purchase and installation of awnings for the RCC Swing Space and allocate Measure C funds in an amount not to exceed \$200,000.00. Motion carried. (5 ayes)

The Board received a copy of the report for their information for the quarter ended September 30, 2005.

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

Ms. McKee-Leone presented the report from the District and Riverside City College Academic Senate. Mr. Douglas Beckstrom presented the report from the Moreno Valley Campus Academic Senate, and Mr. Tom Wagner presented the report from the Norco Campus Academic Senate.

RCC CTA President Karin Skiba recognized several Riverside City College outstanding faculty members.

The Board adjourned the meeting at 9:23 p.m. in honor and remembrance of Professor Emeritus Paul Roby.

Riverside City College Swing Space

CCFA-311Q – Quarterly Financial Status Report for the Quarter Ended September 30, 2005

Board of Trustees Committee Meeting Minutes

ACADEMIC SENATE REPORTS

COMMENTS FROM THE PUBLIC

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Report No.: II-B

DATE: January 24, 2006

Subject: Board of Trustees Meeting Calendar

CALENDAR OF BOARD OF TRUSTEES MEETINGS January - June 2006

Date	Type of Meeting	Campus/Location
January 24, 2006**	Regular Board Meeting	Student Services 101 Moreno Valley Campus
February 14, 2006	Board Committee Meeting(s)	Board Room AD122 Riverside Campus
February 21, 2006	Regular Board Meeting	Board Room AD122 Riverside Campus
March 14, 2006	Board Committee Meeting(s)	Board Room AD122 Riverside Campus
March 21, 2006	Regular Board Meeting	Board Room AD122 Riverside Campus
April 17, 2006**	Board Committee Meeting(s)	Board Room AD122 Riverside Campus
April 18, 2006	Regular Board Meeting	Student Services Lobby Norco Campus
May 9, 2006	Board Committee Meeting(s)	Board Room AD122 Riverside Campus
May 16, 2006	Regular Board Meeting	Board Room AD122 Riverside Campus
June 13, 2006	Board Committee Meeting(s)	Board RoomAD122 Riverside Campus
June 20, 2006	Regular Board Meeting	Board Room AD122 Riverside Campus

**Meetings moved to different night of the week and/or actual week.

Note: Spring break is April 10-14, 2006

Salvatore G. Rotella Chancellor

Prepared by: Heidi Wills Administrative Assistant Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES

Report No.: IV-A-1-a

Date: January 24, 2006

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved:

a. Management

		Effective	Salary
Name	Position	Date	Placement
Edward Roberts	Interim Activity Director, Hispanic-Serving	01/25/06	14.1
	Institutions (Title V) Teacher Preparation		
	and Education		

b. Contract Faculty

*

. Contract Fuculty		Effective	Salary
<u>Name</u>	Position	Date	Placement
Larisa Broyles	Anthropology Instructor (Moreno Valley)	2006-07	H-7
Donald Foster	Music Instructor (Moreno Valley)	2006-07	C-7
Lisa Hausladen	Medical Assisting Instructor (MV)	2006-07	F-8
Victor Sandoval	Reading Instructor (RCC)	2006-07	E-8
Salvador Soto	Puente Counselor/Instructor (MV)	2006-07	C-5
Charles Tovares	Geography Instructor (Moreno Valley)	2006-07	H-2
Paul VanHulle	Manufacturing Technology Inst (Norco)	2006-07	G-7
James McCarron	Physical Education Instructor/Head Track	02/10/06	F-6
	and Cross Country Coach (RCC)		

c. Long-Term, Temporary Faculty

Substitute Assignment, Spring Semester 2006

Mark Longway, as EOPS Counselor, to substitute in the absence of Richard Velez, Associate Professor of Counseling, during the spring semester 2006, with salary placement at Column D, Step 6 of the Faculty Salary Schedule.

Date: January 24, 2006

Subject: Academic Personnel

- 1. Appointments cont.
 - d. Special Assignments Payment as indicated to the individuals specified on the attached list.
 - e. Overload Assignments (none)
 - f. Part-Time Faculty, Hourly Assignments

<u>Fall Semester 2005</u> The individuals specified on the attached list.

<u>Spring Semester 2006</u> The individuals specified on the attached list.

g.	Child Development Center	Hourly Employees
	Name	Position
	Shanri Lewis	Preschool Associate Teacher, Hourly
	Lilian Velasquez	Preschool Associate Teacher, Hourly

- h. Extra-Curricular Activities, Academic Year 2005-06 <u>Activity</u> <u>Name</u> Assistant Swimming Coach Douglas Finfrock (replacing Victoria Koszowski) Assistant Track Coach Aaron Goodman (rescind appointment)
- 2. Separations

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

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

		Last Day of	
Name	<u>Title</u>	Employment	Reason
Frances Davis	Interim District Director, Health Services	12/15/05	Interim
Mary Lange	Assistant Professor, Nursing	06/08/06	Personal
Robin Hendrickson	Assistant Prof., English as a Second Language	06/08/06	Personal
Beatriz Vasquez	Associate Professor, Biology	01/20/06	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES

Report No.: IV-A-1-b

Date: January 24, 2006

Subject: Classified Personnel

1. Appointments

b.

c.

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

a. Management

Abel Sanchez

Cathy Santana

Luz Valenzuela

Patrick Youngquist

Wanagement				
<u>Name</u> Normand Godin	<u>Position</u> Budget Manager	Effective Date 01/30/06	<u>Salary</u> 15.7	<u>Action</u> Appointment
Management – Catego	rically Funded			
0	2	Effective		
Name	Position	Date	<u>Salary</u>	Action
Edward Whatley	Interim Director, Procurement Assistance Center	02/06/06	12.5	Appointment
Classified/Confidentia	1			
		Effective		
<u>Name</u>	<u>Position</u>	Date	<u>Salary</u>	Action
Ignacio Alvarez Jr.	Educational Advisor/Moreno Valley Campus	01/25/06	18-3	Promotion
Raul Macias-Sanchez	Custodian	01/25/06	13-1	Appointment
Peggie Negrete	Instructional Dept. Specialist/ Moreno Valley Campus	01/25/06	17-5	Promotion
Linda Reifschneider	Public Affairs Officer/Moreno Valley and Norco Campuses	01/25/06	25-7	Transfer
Dorinda Rodriguez	Custodian	01/25/06	13-3	Appointment

Laboratory Technician/Moreno 02/01/06

Application Support Technician 01/25/06

Valley Campus Payroll Technician

(Student Financial Services) Food Service Worker I 17-1

10-1

22-5

6-1

02/01/06

01/25/06

Appointment

Appointment

Appointment

Promotion

Date: January 24, 2006

Subject: Classified Personnel

- 1. Appointments Continued
 - d. Classified/Confidential Categorically Funded

		Effective		
<u>Name</u> Catrina Pezant	<u>Position</u> Support Services Specialist (DSPS – WorkAbility III)	Date 01/25/06	<u>Salary</u> 17-5	<u>Action</u> Promotion

- e. Professional Experts (None)
- f. Short Term Short-term appointments of individuals to serve on an hourly, as needed basis, as indicated on the attached list.
- g. Temporary as Needed Student Workers District Funds Short-term appointments to serve on an hourly, as needed basis, as indicated below:

<u>Name</u>	Position	<u>Department</u>	Date	<u>Range</u>
Sabren Alhaj	Student Worker	Early Childhood Studies – MOV	12/16/05	19-4
Brenda Cespedes	Student Worker	Tutorial Services – RIV	12/13/05	19-4
Daniel Howell	Student Worker	Disabled Stdt Prog & Svcs – RIV	12/13/05	19-4
Natee Link	Student Worker	Tutorial Services – RIV	12/13/05	19-4
Bryan Mesina	Student Worker	Tutorial Services – MOV	12/20/05	19-4
Jason Rodriguez	Student Worker	Student Activities – RIV	12/01/05	19-4

- h. Community Education Programs Spring Semester 2006 The following Professional Expert Presenters, indicated on the attached list, will present a Community Education program(s).
- i. Special Assignment

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

Develop Access Data Base Program for Title V – MV Campus (01/25/06 – 02/28/06) Julio Cuz – Total amount not to exceed \$2,000

Subject: Classified Personnel

2. Professional Growth Achievement Steps

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 2005-2008, Exhibit A)

It is recommended the Board of Trustees approve the following professional growth achievement steps, effective February 1, 2006:

Name	<u>Title</u>	Achievement Step Earned
Dale Adams	Maintenance Mechanic	4@\$40
Lynn Brookens	Accounts Payable Specialist	3@\$40
Julie Crippen	Analyst/Programmer	3@\$35
Michelle Davila	Secretary IV	5@\$35
Melissa Elwood	Accounts Payable Specialist	3@\$40
Yvonne Hill	Secretary I	1@\$35
Sandra Mathay	Secretary III	1@\$35
Adelaida Villanueva	Mailroom Coordinator	7@\$35

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

It is recommended the Board of Trustees approve/ratify requests for leave under the Federal Family and Medical Leave Act of 1993, not to exceed the maximum allotment of 12 weeks (480 hours) for the following classified employees:

Name	Position	Retroactive to:
Linda Boroff	Parking Administrative Clerk	December 23, 2005
Lily Martinez	Counseling Clerk II	January 10, 2006
Stacy Parsons	College Receptionist	December 13, 2005
Shirley Piper	Floor Crew	January 5, 2006

Subject: Classified Personnel

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

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

Name	Position	Effective Date	Reason
Danenne Evans	College Safety and Police Dispatch	01/06/06	Career Advancement
	Clerk (part-time, 50%)		

Date: January 24, 2006

Subject: Classified Personnel

Date: January 24, 2006

Submitted by:

chard Ramurez

Richard Ramirez Associate Vice Chancellor, Human Resources

Transmitted to the Board by:

b Cettatella

Salvatore G. Rotella Chancellor

Concurred by:

iquica mar Donald.

Virginia MacDonald Chief of Staff/Executive Assistant to the Chancellor

Roy maphin

Ray Maghroori Vice Chancellor, Academic Affairs

Concurred by:

Daniel Castro President, Riverside City College

Brenda Davis Provost, Norco Campus

James L. Buysse Vice Chancellor, Administration and Finance

Linda Lacy Vice Chancellor, Student Services/Operations Richard Tworek Provost, Moreno Valley Campus

SAFE Grant Service Learning (Spring 2006)

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

Deborah Hall – Paid as lump sum upon completion in the amount of \$533.60 Jacqueline Simon – Paid as lump sum upon completion in the amount of \$533.60

SAFE Grant Service Learning (Spring 2006)

Faculty member will enhance curriculum by revising course and syllabi outlines to include
Service Learning. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.
VirLynn Burton – Paid as lump sum upon completion in the amount of \$533.60
Kierstin Smith – Paid as lump sum upon completion in the amount of \$866.60
Sharon Yates – Paid as lump sum upon completion in the amount of \$533.60

Teacher Preparation Title V Grant (Winter and Spring 2006)

Faculty member will enhance curriculum by developing instructional curriculum for parents in English and Spanish. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule. Bonavita Quinto – Paid as lump sum upon completion in the amount of \$2,500

High School Liaison for the Norco Campus Title V Grant (Winter and Spring 2006) Serve as a liaison between Norco Campus faculty and local high school teachers. Communicate with high school staff regarding assessment and entry basic skills expectations. Develop processes to minimize overlap/repetition of high school and Norco Campus re-collegiate coursework for entering freshmen. Evaluate student progress through basic skills courses. Facilitate analysis of curricula to determine appropriateness of material to basic skills courses. Advise/facilitate any college curricular changes resulting from cross-institutional comparisons. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kristen Stutz – Total amount to be paid not to exceed \$21,700

Honors Program (Winter 2006)

Coordinate Honors Program: recruiting and advising students, preparing application for Honor Transfer Council; preparing and planning for spring semester. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kathleen Sell – Total amount to be paid not to exceed \$2,700.54

Stipend for Use of Online Materials (Winter 2006)

Glenn Hunt – Paid as lump sum upon completion in the amount of \$100 Richard Mahon – Paid as lump sum upon completion in the amount of \$200

High School Liaison (Winter and Spring 2006)

Project includes working with local high school district administrators, faculty and staff; working with RCC MV faculty, administrators and staff; development of Articulation Committee for surrounding school districts and RCC Moreno Valley. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonavita Quinto - Paid as lump sum upon completion in the amount of \$2,000.40

Title V Curriculum Development (Spring 2006)

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

Kathleen Saxon – Paid as lump sum upon completion in the amount of \$1,500

Reading/Astronomy Paired Coursing Development (Spring 2006)

Develop common rubrics for written assignments, coordinate Astronomy 1A assignments and curriculum content with Reading 83 course content. Improve student learning and teaching processes in referenced courses. Will review basic ideas about teaching, check current practices, and try new teaching strategies and techniques. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Debadarshi Bhattacharya - Paid as lump sum upon completion in the amount of \$500

Mathematics Curriculum Development (Spring 2006)

Continue to identify assessment tools, coordinate student progress reports with counseling, collaborate with instructors and counselors involved in Futuro! Project. Improve student learning outcomes and teaching processes in specific math courses Review basic ideas about teaching, check current practices, and try new teaching strategies and techniques. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Fen Johnson – Paid as lump sum upon completion in the amount of \$500

Program Review Training (Winter 2006)

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

Scott Blair – Paid as lump sum upon completion in the amount of \$350.07 Peter Boelman – Paid as lump sum upon completion in the amount of \$350.07 Sarah Burnett – Paid as lump sum upon completion in the amount of \$350.07 Amber Casolari – Paid as lump sum upon completion in the amount of \$350.07 Debbie Cazares – Paid as lump sum upon completion in the amount of \$350.07 Diane Conrad – Paid as lump sum upon completion in the amount of \$350.07 Richard Davin – Paid as lump sum upon completion in the amount of \$350.07 Evangeline Fawson – Paid as lump sum upon completion in the amount of \$350.07 Richard Finner – Paid as lump sum upon completion in the amount of \$350.07 Mary Flyer – Paid as lump sum upon completion in the amount of \$350.07 Carlos Garcia – Paid as lump sum upon completion in the amount of \$350.07 Hayley Garcia – Paid as lump sum upon completion in the amount of \$350.07 Joan Gibbons-Anderson – Paid as lump sum upon completion in the amount of \$350.07 Nancy Gall – Paid as lump sum upon completion in the amount of \$350.07 Sharon Gillins – Paid as lump sum upon completion in the amount of \$350.07 Terry Keiser – Paid as lump sum upon completion in the amount of \$350.07 Donna Lesser – Paid as lump sum upon completion in the amount of \$350.07 Mark Lewis – Paid as lump sum upon completion in the amount of \$350.07 Kim Metcalfe – Paid as lump sum upon completion in the amount of \$350.07

Program Review Training (Winter 2006) - cont.

Christopher Nollette – Paid as lump sum upon completion in the amount of \$350.07 Ronald Pardee – Paid as lump sum upon completion in the amount of \$350.07 Phyllis Rowe – Paid as lump sum upon completion in the amount of \$350.07 Janice Schall – Paid as lump sum upon completion in the amount of \$350.07 Oliver Thompson – Paid as lump sum upon completion in the amount of \$350.07 Yuri Ulloa – Paid as lump sum upon completion in the amount of \$350.07 Linda Urquizu – Paid as lump sum upon completion in the amount of \$350.07 Paul VanHulle – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07 Patricia Worsham – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07 Diana Webster – Paid as lump sum upon completion in the amount of \$350.07

Course Outline of Record Workshop (Winter 2006)

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule. Steven Brewster – Paid as lump sum upon completion in the amount of \$100 Patricia Bufalino – Paid as lump sum upon completion in the amount of \$100 Dee Chapman – Paid as lump sum upon completion in the amount of \$100 Sharon Crasnow – Paid as lump sum upon completion in the amount of \$100 Joanne Dierdorff – Paid as lump sum upon completion in the amount of \$100 William Elton – Paid as lump sum upon completion in the amount of \$100 Kathy Farris – Paid as lump sum upon completion in the amount of \$100 Nancy Gall – Paid as lump sum upon completion in the amount of \$100 Joan Gibbons-Anderson – Paid as lump sum upon completion in the amount of \$100 Sharon Gillins – Paid as lump sum upon completion in the amount of \$100 Monica Gutierrez – Paid as lump sum upon completion in the amount of \$100 Paul Herzig – Paid as lump sum upon completion in the amount of \$100 Richard Hishmeh – Paid as lump sum upon completion in the amount of \$100 Chie Ishihara – Paid as lump sum upon completion in the amount of \$100 Jacqueline Lesch – Paid as lump sum upon completion in the amount of \$100 Mark Lewis – Paid as lump sum upon completion in the amount of \$100 Barbara Mariscal – Paid as lump sum upon completion in the amount of \$100 Romulus Masterson – Paid as lump sum upon completion in the amount of \$100 Delores Middleton – Paid as lump sum upon completion in the amount of \$100 Kathy Nabours – Paid as lump sum upon completion in the amount of \$100 Ron Pardee – Paid as lump sum upon completion in the amount of \$100 Mary Ryder – Paid as lump sum upon completion in the amount of \$100 Marc Sanchez – Paid as lump sum upon completion in the amount of \$100 Margarita Shirinian – Paid as lump sum upon completion in the amount of \$100 Jason Spangler – Paid as lump sum upon completion in the amount of \$100 Carla Stoabs – Paid as lump sum upon completion in the amount of \$100 Sharon Terrill – Paid as lump sum upon completion in the amount of \$100 Jim Thomas – Paid as lump sum upon completion in the amount of \$100

Course Outline of Record Workshop (Winter 2006) - cont.

Oliver Thompson – Paid as lump sum upon completion in the amount of \$100 Leo Truttman – Paid as lump sum upon completion in the amount of \$100 Linda Urquizu – Paid as lump sum upon completion in the amount of \$100 Kristi Woods – Paid as lump sum upon completion in the amount of \$100 Todd Wales – Paid as lump sum upon completion in the amount of \$100 Peter Westbrook – Paid as lump sum upon completion in the amount of \$100

ATE/NSF Close the Gap (Winter and Spring 2006)

Support the development of curriculum in the area of manufacturing technology and management. Also, coordinate a Summer Innovation Institute. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Rex Beck – Total amount to be paid not to exceed \$2,900.58

Title VIB – Global Logistics (Winter & Spring 2006)

Develop curriculum modules focusing on the international aspect of global logistics.

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

Rex Beck – Total amount to be paid not to exceed \$6,300.86

Teacher Preparation Title V Grant (Winter & Spring 2006)

CBEST Reading Comprehension Workshop Presenter. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Jacqueline Simon – Total amount to be paid not to exceed \$610

CBEST Preparation Workshop – Math (Winter 2006)

CBEST preparation workshop presenter. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Matthew Henes – Paid as lump sum upon completion in the amount of \$400

Conducting Symposium (Spring 2006)

Guest Soloist. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule. Don Foster – Paid as lump sum upon completion in the amount of \$150 Paul Klintworth – Paid as lump sum upon completion in the amount of \$150 Lynette Kobernik – Paid as lump sum upon completion in the amount of \$150 Richard Libertini – Paid as lump sum upon completion in the amount of \$150 Phil O'Connor – Paid as lump sum upon completion in the amount of \$150

Computer Concepts and Application Testing (Winter 2006)

Evaluate and administer computer concepts and application placement, common final, and completion exams. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule. Sai Bhatia – Paid as lump sum upon completion in the amount of \$250
Cathy Brotherton – Paid as lump sum upon completion in the amount of \$250
James Cregg – Paid as lump sum upon completion in the amount of \$250
Paul Herzing – Paid as lump sum upon completion in the amount of \$250
Scott McLeod – Paid as lump sum upon completion in the amount of \$250

Judy Perhamus – Paid as lump sum upon completion in the amount of \$250

Off Broadway Production of "The Diviners" (Spring 2006)

Lighting designer. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule. Mark Haines – Paid as lump sum upon completion in the amount of \$1,500

Course Outline of Record Workshop (Winter 2006)

Preparation and materials for the workshop. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonnie Pavlis – Paid as lump sum upon completion in the amount of \$400

Teacher Preparation Title V Grant (Spring 2006)

Faculty member will enhance curriculum by developing instructional curriculum for paraprofessional degree program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kiersten Hemborg – Total amount to be paid not to exceed \$2,000.40

Curriculum Development – Digital Audio – Technology (RSA) (Winter 2006) Description of duties: research and preparation of curriculum related to digital audio technology. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Alfredo Cruz – Paid as lump sum upon completion in the amount of \$500.10

Curriculum and Program Design Development (Winter 2006)

Research and preparation of a new humanities course; revision assistance with preparation of English course outlines in screenwriting, playwriting and film studies; preparation of pre/co-requisite and validations; research and preparation to two practicum lab courses for project based learning; research possibility of ESL class in area of "English through Drama" and additional activities (meetings, conferences, etc.). Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonnie Pavlis – Paid as lump sum upon completion in the amount of \$2,500.50

International Education/Study Abroad Program (Spring 2006)

Added responsibilities and faculty expenses for spring semester study abroad program in Oxford, England. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Deborah Makin – Paid as lump sum upon completion in the amount of \$4,000 Walter Stevens – Paid as lump sum upon completion in the amount of \$4,000

Screening/Interviewing Committee (Winter 2006)

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

Michel Amrich – Total amount to be paid not to exceed 8 hours

Rex Beck – Total amount to be paid not to exceed 6 hours

Debadarshi Bhattacharya – Total amount to be paid not to exceed 2.5 hours

Scott Blair – Total amount to be paid not to exceed 8 hours

Peter Boelman - Total amount to be paid not to exceed 9 hours

Cordell Briggs – Total amount to be paid not to exceed 2 hours

Tim Brown – Total amount to be paid not to exceed 9.5 hours

Daniel Clark – Total amount to be paid not to exceed 7.5 hours

Screening/Interviewing Committee (Winter 2006) - cont.

Marie Colucci – Total amount to be paid not to exceed 9.5 hours Kenneth Cramm – Total amount to be paid not to exceed 13 hours Joseph DeGuzman – Total amount to be paid not to exceed 11.5 hours Olga Dumer – Total amount to be paid not to exceed 7.5 hours Jose Duran – Total amount to be paid not to exceed 6.5 hours Joe Eckstein – Total amount to be paid not to exceed 9 hours Carlos Garcia – Total amount to be paid not to exceed 6 hours Barbara Hall – Total amount to be paid not to exceed 9 hours Brian Johnson – Total amount to be paid not to exceed 11.5 hours Ellen Kime-Hunt – Total amount to be paid not to exceed 8 hours Mary Legner – Total amount to be paid not to exceed 13 hours Mark Lewis – Total amount to be paid not to exceed 9 hours Ellen Lipkin – Total amount to be paid not to exceed 2.5 hours Diane Marsh – Total amount to be paid not to exceed 2.5 hours Deborah Makin – Total amount to be paid not to exceed 9 hours Michael Montano – Total amount to be paid not to exceed 8 hours Herbert Morales - Total amount to be paid not to exceed 13 hours Lorraine Ogata – Total amount to be paid not to exceed 7.5 hours Judy Perhamus - Total amount to be paid not to exceed 6 hours Joan Pleasants – Total amount to be paid not to exceed 8 hours Robert Prior – Total amount to be paid not to exceed 11.5 hours Andy Robles – Total amount to be paid not to exceed 11.5 hours Rogelio Ruiz - Total amount to be paid not to exceed 13 hours Christine Sandoval - Total amount to be paid not to exceed 6.5 hours Deborah Smith – Total amount to be paid not to exceed 11.5 hours Tom Wagner – Total amount to be paid not to exceed 6 hours Pamela Whelchel – Total amount to be paid not to exceed 13 hours Don Wilcoxson – Total amount to be paid not to exceed 7.5 hours Patricia Worsham – Total amount to be paid not to exceed 6 hours

Part-Time Faculty Hourly Assignments Fall Semester 2005

NAME

SUBJECT

Aguilera, Adolfo Alexander, Sharon Almasy, Corey Arlandson, James Bennett, Joe Cerini, Bret Collins, Bradley Cox, Robert Felgar, Darrayl Fox, Barry Gordon, Johanna Griggs, Frederick Grzeskowiak, Peter Hammers, Larry Hannah, John Harvey, Lester Holm, David Jaquez, Manuel Kennedy, Michael MacGregor, Michael Martinez, Roman McGough, Justin Miller, Robert Munsey, Ken Orme, Neil Parker, Debra Perez. Leonardo Perotti, Robert Pfeffer. Judith Reading, Suzanne Rees. David Santiago, Kevin Shelton, Jeanna Singh, Peggy Slattery, Christy Snodgrass, James Soltz, Stephen Spada, Andrew Spidle, Lester Sprague, Ed Stover, Jeffrey

Physician's Assistant Nursing **Physical Education** History Automotive Technology Fire Technology Physician's Assistant Fire Technology Fire Technology Fire Technology Administration of Justice Fire Technology Fire Technology Fire Technology **Dental Hygiene** Administration of Justice Administration of Justice Welding Technology Fire Technology Fire Technology Fire Technology Fire Technology Physician's Assistant Fire Technology Air Conditioning Fire Technology Physician's Assistant Fire Technology Journalism **Political Science** Fire Technology Welding Technology Dance **Physical Education** Administration of Justice Fire Technology Fire Technology Fire Technology Administration of Justice Fire Technology Music

Board Report IV-A-1-a-1f January 24, 2006 Page 1 of 26 Part-Time Faculty Hourly Assignments Fall Semester 2005

NAME

Thomson, John Vincent, Donna Wait, Cynthia Zagala-Nevarez, Kathryn Board Report IV-A-1-a-1f January 24, 2006 Page 2 of 26

SUBJECT

Administration of Justice Guidance Administration of Justice Physician's Assistant

NAME

Abidin, Indahwati Abu-Shabakeh, Antoine Abu-Shabakeh, Katherine Accomando, John Acevedo, Roland Acharya, Lalit Acosta, Christina Adling, Robert Agudelo, Pilar Aguilar, Jairo Alblinger, Diana Alcaraz, Roxanna Alemu, Getahun Aliabadi, Alireza Allahyari, Reza Allen, Douglas Allen, Ericka Allison, Robert Alm. Mitchell Almeida, Frank Almquist, Debra Almy, Janice Altheide, Richard Alvarez, Alexis Alvarez, Hansel Alvarez, Veronica Alvarez, Vicente Alverson, David Andersen, Charles Anderson, David Anderson, John Anderson, Robert Andrade, Henry Anemelu, Victoria Anich, Kathleen Arbe, Erick Arct. Michael Ardis, Jule Arias, Greg Arlandson, James Armatis. Dennis

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SUBJECT

English as a Second Language **Business Administration** English Italian Administration of Justice **Speech Communication** English **Computer Information Systems** Spanish Mathematics Speech Communication Psychology **Computer Information Systems** Chemistry Chemistry Fire Technology English Fire Technology Administration of Justice **Physical Education Physical Education** Reading Administration of Justice Sociology English Spanish **Mathematics** Music **Computer Information Systems** Fire Technology Senior Citizen Education English **Physical Education** Mathematics Nursing **Physical Education** Microbiology Philosophy Fire Technology Humanities Administration of Justice

NAME

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SUBJECT

Armstrong, Gordon Arnold, Homer Arrowood, Gayle Arrowsmith, Beverly Ashe, Willa Assumma. Frank Assumma, Michael Austin, Sara Avila. Alex Aycock, Rhonda Ayon, Gilbert Babcock, Todd Baeza, Mario Baiamonte, Nicholas Bainum. Pamela Bainum, Pamela Baird, Curtis Bajaj, Pankaj (Raj) Bakas, David Baker, Lance Balderrama, Sandra Ballard, Mark Ballard, Rubye Ballard, Timothy Ballester, Maria Balteria, George Bandyopadhyay, Bharati Barankovich, Jennifer Barbee. Michael Barber, Keri Barca, Dane Barger, Lisa Barton, Ann Basta, Catherine Bates, Laura Bates, Scott Batman. Robert Baxter, Judith Beach, James Beach, Joshua Beaman, Kent

Fire Technology Art English Theater Arts **Mathematics** Administration of Justice **Business Administration** Philosophy Psychology Guidance Fire Technology **Physical Education** Psychology Philosophy Computer Applications and Office Technology **Computer Information Systems** Health Science **Computer Information Systems** Fire Technology **Physical Education Computer Applications and Office Technology** Mathematics Library English Spanish Engineering Economics Chemistry **Physical Education** English English Nursing Medical Assisting English Healthcare Technician Administration of Justice Nursing Nursing Mathematics English Anatomy and Physiology

NAME

SUBJECT

Beaman. Kent Beaumont, Melinda Beckham, Jack Bednarczyk, Denise Behr, Richard Bellenger, Joe Beltz, Paul Bender, Carla Bender. John Bennett, Joe Benson, Katherine Berber, Alicia Berg, Kerry Bergreen, Gary Berry, Thomas Bettger, Brian Beyersdorf, Matthew Bhatia, Anish Bierich-Shahbazi, Jennifer Bingham, Timothy Bishop, Jim Black, Alicia Blackman, Susan Blackmore, Lois Blake, Ted Blua, Bianca Boboye, Jackie Boehm, Robert Boerner, Gerald Boerner, Grace Boerner, Grace Boos, Marbeth Booth, Thomas Boots, Kent Borden, Thomas Bosworth, Brian Bourbonnais, Melissa Bowyer, Kenneth Bradford Harris, Vivian Bringhurst, Frederick Britt. Vivian

Biology Nursing English **Physical Education** Administration of Justice **Mathematics** Architecture Photography **Business Administration** Automotive Technology **Speech Communication Physical Education** Administration of Justice **Computer Information Systems** Speech Communication Music English Humanities German Fire Technology Paralegal Studies Early Childhood Studies Engineering Senior Citizen Education English Health Science Guidance English **Computer Information Systems** Computer Applications and Office Technology **Computer Information Systems** Early Childhood Studies Fire Technology Administration of Justice **Physical Education** Art **Political Science** History Library Early Childhood Studies Library

NAME

Brock, Henry Broersma, Heather Brophy, Gene **Broussard**, Princess Brown, Dennis Brown, Leslie Brown, Mary Brown, Megan Brown. Robert Browne, Vern Brown-Lowry, Tanya Bruinius, Berniece Brunnemer, Kristin Bubello, Joyce Buenrostro, Sandra Buhr. Edward Burton, Virlynn Can, Minh Canizales. Michael Cardona, Gloria Carlton. Robert Carmello, Alice Carpenter, Mark Carrigan, Ryan Carrigan, Ryan Carrillo, Carmen Carroll. Marian Carter, Adrienne Carter. Diane Case, Adam Casella. Daniel Casolaro, Rochelle Castro, Maria Center, Daymond Cerini, Bret Chaffin, Deborah Chairez, Octavio Chambers, Bart Chan. Wai Chang, Linda Chasin, Richard

Mathematics Reading Guidance **Physical Education** Art Nursing Theater Arts **Political Science Computer Information Systems Physical Education** English English Sociology Counseling Mathematics Education Mathematics Administration of Justice English English **Real Estate** Sociology **Business Administration Real Estate** English Speech Communication Medical Assisting **Speech Communication** Fire Technology Counseling **Computer Information Systems** Physical Education Fire Technology Fire Technology English **Mathematics** Administration of Justice **Mathematics** Library Music

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SUBJECT

Accounting

NAME

Chavez, Anna Chavez, Cynthia Chavez, Timothy Chen. An Childress, Dennis Chilson, Aarika Chiu, Kuei Cho, Yoon-Sung Christensen, Christopher Christensen, Gary Christensen, William Christman, Carl Christman, Carl Chung, Jae Ciccone, Casey Ciovica, Camelia Cisneros, Cory Clarke, Wilton Clayton, Lorri Clegg Haerich, Amy Clement, Cherry Clements, Kristen Click, Craig Cochran, Curtis Cohen, Heath Cole, Edgar Coleman, Sean Collins, Scot Conley, Cynthia Conley, Gerald Cook, Douglas Cook, Jana Coronado, Rita Corselli, Nick Cortez, John Cortez, Shaylene Cortner, Kimberly Courts, Janet Cover. Jaime Cox, Robert Creed, Lorri

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SUBJECT

Dance Early Childhood Studies Fire Technology **Physical Education** Fire Technology English Library Philosophy Fire Technology Theater Arts **Computer Information Systems** English Speech Communication **Mathematics** Administration of Justice French Fire Technology **Mathematics** Nursing Psychology Nursing Fire Technology **Mathematics Mathematics** Fire Technology **Physical Science** Medical Assisting Administration of Justice **Computer Applications and Office Technology Political Science** Automotive Technology Administration of Justice English Health Science Fire Technology **Computer Applications and Office Technology** English Accounting Welding Fire Technology Administration of Justice

NAME

Creeden, Catherine Crist, Linda Crockett, Catherine Crosby, Dennis Cruz, Alfredo Culley, John Curtis, Theodore Dail, James Daneshbod, Yousef D'Angelo, William Daniel-Berhe, Sequare Daniels, Leland Danley, Hope Daraei, Kaykhosrow Davalos, Elizabeth Davar. Mehrdad Davar, Mehrdad Davidson, Charlotte Davis. Adam Davis, John Davis, Joyce Dawson, Clarence Dayhoff, Ron De Loera-Moll, Ana Decker, Georgia Deets, Kristin Delgado, Edward Denham, Suzanne Devitt, Margot DeWitt, Kathleen Deyo, Arthur Deyo, Bryan Diaz, Frederick Dimaggio, Mark Dismuke, Lori Dobson, Nancv Dobson, Nancy Dohr, Ayumi Dohr, Michael Domenoe, James Donovan. Carole

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SUBJECT

Guidance Mathematics Mathematics **Computer Information Systems** Telecommunications Art Administration of Justice English **Mathematics** Administration of Justice **Computer Information Systems** Human Services **Political Science Computer Information Systems** Management **Computer Applications and Office Technology Computer Information Systems** English Telecommunications Psychology Library History Administration of Justice Spanish Spanish Speech Communication Administration of Justice Nursing Mathematics Early Childhood Studies Fire Technology Fire Technology Spanish Administration of Justice Dance Nursing Nursing Japanese History Administration of Justice Nursing

NAME

SUBJECT

Donovan. Denise Donovan, Martha Donovan, Martha Dorado, David Doty, Ann Dougherty, John Downs, Jerry Driver, Janet Drumond, Carlos Dudash, Leigh Duffer, Roger Dufour, Leon Duller, Sarla Dunn, Paul Eastridge, Monica Eaton, Kimberly Eaves, Diana Edmundson, Larry Edwards, Benjamin Eldredge, Dee Elliff. Eva Ellwood, Jeff Elwell, Timothy Engle, Martha Eoff, Robert Erdle, Harvey Erdle, Harvey Esmay, William Estes, Nancy Evans, Daniel Evans, Jonathan Farrand, Catherine Farrell, Kathleen Farris, Matthew Fassbinder, Samuel Fatseas, Christina Felgar, Darrayl Feller, Kimberly Fenton, Joshua Ferguson, Rande Fetherolf, Louis

Dance Biology Health Science Anatomy and Physiology **Physical Education** Mathematics Welding **Mathematics** Portuguese Geography Music **Construction Technology** Nursing **Computer Information Systems** Art Telecommunications Reading Speech Communication **Mathematics** Spanish Art Music Administration of Justice Theater Arts Art **Physical Education** Senior Citizen Education Administration of Justice Music Journalism Theater Arts Art English Photography Speech Communication English as a Second Language Fire Technology Computer Applications and Office Technology English Fire Technology Administration of Justice

NAME

Fick. Paul Fiedler, Lori Fiedler, Lori Filla, Jackie Fillippelli, Kristen Finfrock, Douglas Finnegan, Seth Fischer, Terry Flanders, Mark Floerke, Jennifer Fontaine, Kristin Fox, Barry Foy, Jennifer Frank, Barbara Frank, Candace Franklin, Lee Franske, Lorelei Freim, Nicole Friedman. Diana Frost, Carolyn Fuentes, David Fuller, Babette Fultz, Michael Funder, Patricia Galusky, Preston Galvez, Susanna Garcia, Jacalyn Garcia, Jacalyn Garcia. Richard Garcia-Olson, Theresa Garrett, Susan Gartley, William Gelenchi, Fantahun Gemende, Margarita Gheorghe, Viorel Gibbons, Ann Gilman. Mark Giornalista, Nino Gitlin, Phyllis Gladden, Garnett Glass, Shirley

Administration of Justice Computer Applications and Office Technology **Computer Information Systems Political Science Physical Education Physical Education** Oceanography Administration of Justice Speech Communication Fire Technology **Real Estate Political Science Construction Technology Computer Information Systems Computer Information Systems Physical Education** Photography Electronics

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SUBJECT

Art

Nursing

Nursing

English

English

English

Spanish

English

Biology

Art

Dance

English

Music

Mathematics

Mathematics

Theater Arts Psychology

Nursing

Fire Technology

Telecommunications

Administration of Justice

Art

Guidance

NAME

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SUBJECT

Glazewski, Virginia Glenore, Denise Glenore, Denise Glover, Ronald Godwin, Scott Golder. Patricia Gonzales, Estrella Gonzales, Lisa Goodwin, Royce Gordon, Cynthia Gordon, Cynthia Gorian, Walda Gourley, Matthew Graham, Glen Grant. James Grant, Kalunda Grapoli, Ralph Graves, Monica Gray, Alexis Greco, Priscilla Green Hodges, Nicole Gregg, Alex Gressier, Pamela Griffin. Alice Grossman, Walter Gruentzel, Barbara Guertin, Jeanne Guevara, Frank Guldhammer, Bente Guldhammer, Bente Gumpf, Janice Guter, Gerhard Guthrey, Delparde Gutierrez, Jerry Hagar, Gary Hagopian, Verge Hake. Mark Hale, Tom Halili, Roberto Hall, Christie Hall, Christie

Healthcare Technician Nursing Nursing Electronics English English Speech Communication Computer Applications and Office Technology **Physical Education** Humanities Philosophy **Mathematics** Theater Arts Electronics Geography English Administration of Justice Early Childhood Studies Anthropology Nursing Art Fire Technology Senior Citizen Education English Geography Reading Mathematics **Computer Information Systems** Music Psychology Nursing Music **Mathematics** Administration of Justice Spanish English Administration of Justice Education Sociology **Physical Education** Senior Citizen Education

NAME

Hall. David

Hall, Elizabeth

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Halldane, John Hallsted, Christopher Hammers, Larry Hannum, Natalie Hansen, Chervl Hansler, Kathryn Harper, Michelle Harris, Alex Harter, Douglas Harvey, Justin Hashemi, Seyed Hass, Richard Hathaway, Wilhelmina Hatrak. Yvette Hausfeld, Gretchen Haverkamp, Steve Hawkins Russell. Hazel Hay, Laurie Hayes, Roger Head, Daniel Heidary, Payam Hemborg, Kierstin Henes, Matthew Henning, Frederick Hernandez, Norseman Herr, Kerry Herrera, Veronica Hewitt, Edwin Hickerson, Mark Hicks, Linda Hill, Janet Hill, Leonard Hinckley, David Hodges, Peter Hodges, Peter Hodson, Clay Hokett, Norene Holm, David

Holmes, Laurie

SUBJECT

Automotive Technology Reading Mathematics English Fire Technology Fire Technology Physical Education English Early Childhood Studies Administration of Justice Humanities Fire Technology **Mathematics Physical Education** Chemistry English Music Administration of Justice Sociology American Sign Language Health Science Physical Education Psychology Education Mathematics **Real Estate** Spanish English Spanish Graphics Technology History **Physical Education** Sociology English as a Second Language English Humanities Philosophy Administration of Justice Speech Communication Administration of Justice **Computer Information Systems**

NAME

Holts. Elizabeth Hoover, Kent Horowitz-Flournoy, Jan Horton, Jason Hough, Kenneth Hoyle, Ilse Hudson, David Hughes, Bradley Hughes, Bradley Hunt, Marjorie Huseth. Scott Hyland, Thomas Iketani, Darren Indermuehle, Denise Ives. Frank Jackson, Louis Jackson, Sally-Anne Jackson, Sandra Jacobsen. Renee Jalayer, Lynsey James, Hudena Jaquez, Manuel Jennings, Micheal Jensen, DeAnna Jernegan, Sabrina Johansen, Judith Johansen, Lawrence Johnson, David Johnson, David Johnson, Donna Johnson, Jack Johnson, James Johnson, Michelle Johnson, Terry Johnson, Thadeus Johnston, Jennifer Johnston, Leticia Jones, Anthony Jones, Christopher Jones, Merchell Jones, Paula

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SUBJECT

Early Childhood Studies Administration of Justice Nursing Administration of Justice History German Fire Technology **Mathematics Physics** Psychology **Computer Information Systems** Administration of Justice Administration of Justice Nursing **Mathematics Business Administration** English Psychology Geography **Physical Education Paralegal Studies** Welding Fire Technology English Administration of Justice Music Music **Physical Science Physics** Administration of Justice Psychology Administration of Justice English English **Physical Education** Early Childhood Studies Spanish **Physical Education Graphics Technology** Administration of Justice Nursing

NAME

SUBJECT

Jones. Paula Jordon, Susan Jorgensen, Judy Jorgensen, Judy Josker, Angelena Josker, David Joyce, Michael Junker, Joshua Kahn. Dennis Kahns, Roger Kalpakoff, Sally Kassotis, Kristina Katz, Suzanne Kaufhold, Berkley Kazsuk, Elizabeth Kearns, Timothy Keith, Thomas Kelleher, Phillip Kelley, Heather Kelley, Michael Kennedy-Smith, Shelley Kent, Michael Khou, Meng Kibby, Michael Kim, Jeong Kim, Jung-Kwan Kim, Myong-Sook Kim, Sun Kimbrough, Pamela Kirby, Barbara Knight, Wayne Knosp, Linda Kobernik, Lynnette Koehler, Pamela Koh, Soong-Hee Korson, Thomas Koury, Michael Krajewski, Linda Kraus. Lee Krivanek, Kenneth Kroh, David

Nursing Nursing Architecture Geographic Information Systems Administration of Justice Administration of Justice Administration of Justice Chemistry **Physical Education** Health Science **Mathematics Physical Education** History English Sociology **Construction Technology** Philosophy Fire Technology Mathematics **Physical Education** Administration of Justice English Mathematics Administration of Justice Korean **Computer Information Systems Mathematics Mathematics Mathematics** Early Childhood Studies Philosophy Senior Citizen Education Music Administration of Justice English as a Second Language English Fire Technology Psychology English English Administration of Justice

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NAME

Kroh. Frances Kruizenga-Muro, Denise Kuang, Jessica Kubota, Howard Kurland, Harvey Kurs, Mitchell Kusy, Steven Kwon, Jung-In Lafferty, Michael Lam, Wayne Lamoureux, Kelly Lansing, Sandra Lash, Alan LeBlanc, Michael Lee, Chang Lee, Ju-Sung Lee, Stephen Lei, Wei-Lin Leigh, Cynthia Leivas, Michael Leivas, Michael Leon, Joyce Leon, Ralph LeSueur, Summer Levy, Andrew Levy, Charles Levy, Marvina Lewis, James Lewis, Lisa Leyva, Robert Lindner, Harold Lindsey, Daniel Lindstrom-Cruz, Alexandra Link, Patricia Lippire, Kristine Lippire, Kristine Lively, Christine Locke, Sheila Lopez, Cruz Lorenzi, Christine Loverde. Andrew

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SUBJECT

Administration of Justice English Mathematics **Business Administration** Senior Citizen Education American Sign Language Administration of Justice Philosophy **Political Science Mathematics** Dance English Mathematics English Spanish Mathematics **Mathematics** Chinese History **Computer Information Systems** Real Estate Accounting Mathematics Dance Theater Arts Sociology Music Real Estate **Physical Education** Counseling **Construction Technology** Mathematics English **Construction Technology** Art Senior Citizen Education American Sign Language Music Mathematics English English

NAME

Loya, Jason Ma, Nan Maas, John MacGregor, Michael MacKenzie, Carolyn MacLean. Matthew Maddux, Michael Mah, Daisy Mahoney, Paul Mahony, Kathleen Maldonado, Gregory Maldonado, Teddi Manges, William Mann, David Manners, Tyler Manous, Michael Manross, Debra Marathe, Gopal Mariano, Merry Marlo, Susan Marlo, Susan Marsh, Rebecca Martin, Gregory Martin, Wilfred Martinez, Cris Martinez, David Martinez, Fernando Matin, Md Matthews, Timothy Mauldin, Marcus May, Michael Mayse, Susie Mayweather, Tamdrika McAllister, Dan McBean, Mary McCarthy, Louis McConnell. Lisa McConville, Jennifer McDowell. Jennifer McGhee, Stacy McGough, Justin

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SUBJECT

Fire Technology English **Physics** Fire Technology Computer Applications and Office Technology Fire Technology Administration of Justice Chemistry **Physical Education** Nursing Music Speech Communication **Computer Applications and Office Technology Speech Communication** English English Speech Communication Biology English Accounting **Computer Information Systems** English Marketing **Physical Education** Administration of Justice **Physical Education** Spanish **Mathematics** Nursing English Accounting Music Guidance Administration of Justice Nursing **Computer Information Systems** Administration of Justice Administration of Justice Fire Technology Healthcare Technician Fire Technology

NAME

McGuigan, William McKinney, James McKinney, Ted McMains, Jason McMurrich, Robert McNamara, Joseph McNaughton, Barry McPhee, Jon McSwain, Gayle Mecham, Anthony Medina, William Medure, Angela Megas, Alexander Meier, Susan Melendez, William Melgarejo, Francisco Melodia, Joseph Mendez, Susan Merrill. Valerie Mettrick, Jon Meyer, Wally Micham, Wendy Millar, Alma Miller, Christopher Miller, James Miller, Lori Milner. Amite Modzelewski, Ann Moker, Richard Monroy, Julio Montemayor, Juan Moore, Barbara Moore, Christine Moore, Robert Morgan, Douglas Morris, Cynthia Moustafa, Magda Moynes, Jon Mudunuri, Bala Munoz, Miguel Munsey, Kenneth

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SUBJECT

Humanities Mathematics Photography **Physical Education** Administration of Justice Administration of Justice Music Geography **Physical Education** Fire Technology History Guidance Music History Fire Technology **Physical Education** English English Mathematics Psychology Administration of Justice Psychology Speech Communication Fire Technology Construction Technology English Psychology English Administration of Justice Spanish **Computer Applications and Office Technology** Biology Psychology Administration of Justice Humanities **Computer Applications and Office Technology** English English **Computer Information Systems** Administration of Justice Fire Technology

NAME

Murdock. John Murillo, Charles Murray, Matthew Myers, Richard Nadeau, Bouchra Namekata, Douglas Nanneman, Kathryn Nash, Patrick Navia, Benjamin Nelson, Kristina Ngo, Hai Nguyen, Tim Nguyen, Tim Nguyen, Trieu Nicoletti, Carol Nielsen, Lawrence Nielson, Christopher Niswonger, Jerome Niswonger, Jerome Nordbeck, Dana Norris, Windy Norton, Kent Norton, Kristen Norwine. Brent Nurick, Linda Obsatz, Sharyn Odien, Jeffrey Odil, Orby O'Donnell, Michael Ohl, Curtis Olajide, Winifred Olin, Diane Oliva, Deborah Oliver, Trudy Oller, Jesse Olson, Mark Olson. Susan O'Neal, John Orton, Renee Otiko, Gabriel Pamula, Sujatha

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SUBJECT

Business Administration English English English French **Physical Education** English Administration of Justice Anatomy and Physiology English Mathematics **Computer Information Systems** Management Mathematics Nursing Administration of Justice English **Business Administration Paralegal Studies** Nursing Speech Communication Fire Technology Psychology Fire Technology English Journalism English Fire Technology Administration of Justice Psychology Nursing Health Science Administration of Justice Early Childhood Studies Administration of Justice Dance **Physical Education Computer Information Systems** Speech Communication Chemistry Anatomy and Physiology

NAME

Pamula, Sujatha Pankowski, Franciszek Papas, Constantine Paredes, Luis Paredes, Mark Parker, LaTonya Parker, Richard Parkinson, Robert Parsley, Martie Parsons, Jimmy Pearson, Frank Pedroja, Joy Peebles, Robert Pehkonen. Julianne Pellerin, Travis Pemberton, Geoffrey Pendleton, Gary Pentis, Carl Perches. Carmen Pereida, Arthur Perez. David Perez, Ricky Perez-Machon, Violeta Perotti. Robert Peters, Steven Peterson, Frank Peterson. Janet Philobos, Anita Pico, Phillip Pinson, John Plesko, Susan Podlesny, Bartlomiej Porter, Tigger Powell, Jeremy Preacher, Jon Prince, Gary Ptalis, Beth Quinn, Judy Qumsiya, John Racataian, Cristian Racataian, Valentin

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SUBJECT

Microbiology

Mathematics English Spanish **Physical Education** Counseling **Mathematics Computer Information Systems Speech Communication** Administration of Justice Air Conditioning and Refrigeration English Administration of Justice **Computer Information Systems** Art Fire Technology English as a Second Language **Business Administration** Counseling Fire Technology English Administration of Justice Spanish Fire Technology Administration of Justice **Business Administration** Early Childhood Studies English as a Second Language Administration of Justice English English Mathematics Fire Technology **Computer Information Systems** Real Estate **Computer Information Systems** English Administration of Justice **Mathematics Computer Information Systems Mathematics**

NAME

Rachal, Tracy Rachele, Sharon Radford, Charles Radtke, Wendy Rahman, Mustafizur Rainey, Arthur Rajakone, Chrishantini Ramirez, Candace Ramirez. Javier Ramos, Andre Ramseyer, Diana Rangel, Francisco Rappaport, Robert Rawley, James Read, Patrick Redona. Jeff Reed, Harold Reed, Lawrence Reed, Stephen Reh, Michael Reid, Mary Reifschneider, Linda Reina, Dorothy Remp, Donald Renney, Michael Reyes, Ernesto Rhoads, Laurel Ribaudo, Jeffrey Ricard. Ronald Richardson, David Richmond, Ronald Riddell, Jeannette Riddle, Hugh Ridley, Roger Rivers Senghor, Diana Roberts, Allison Roberts, Johnny Robinson, Jack Robinson, Nicole Robles, Antonette Robles, Fred

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SUBJECT

Reading Anthropology Administration of Justice Psychology Mathematics **Computer Information Systems Economics** English Art Administration of Justice English Accounting Fire Technology English Music Mathematics Administration of Justice English History **Physical Education** Administration of Justice **Business Administration** History Fire Technology Administration of Justice **Mathematics** Art Art **Computer Information Systems** Guidance Fire Technology English Music History English as a Second Language **Mathematics** Air Conditioning and Refrigeration English Dance Biology **Physical Education**

NAME

Roddy, Rhonda Rogers, David Rojo, Andy Rooney, Kristin Rosales, David Rosenberg, Donald Ross, Al Rozo, Nelson Rubino, Joseph Russell, Dorothy Russo. Rachele Saadat, Ali Sabet, Mark Sadatmand, Kamal Sadiq, Fahima Sadowski, Angela Saguar, Esther Sanchez, Lizbeth Sandiford, Anderson Sandoval, Victor Sandusky, Clinton Santos, Martha Sargent, Marilyn Sarigiani, Lisa Sasse, Eugene Sausser, Darrell Savic. Ana Scanlon, Gail Scarano, Robert Scharff, Mira Schuh, Steven Schwankle, David Scott, Jonathan Scott, Ming-Yin Scott, Norman Scott, Sarah Scott, Sarah Scott-Gresham, Lujuana Scullin, Patrick Searcy, Janet Sendowsky, Guido

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SUBJECT

English Automotive Body Technology **Physical Education** Dance Art Speech Communication **Real Estate** Administration of Justice Guidance Administration of Justice **Physical Education** Mathematics Computer Applications and Office Technology **Mathematics Mathematics** Psychology Spanish Spanish English Reading Administration of Justice Guidance English English Photography Music English Fire Technology Music **Physical Education** Astronomy English **Business Administration** Accounting Fire Technology Anatomy and Physiology Biology Administration of Justice Graphics Technology Medical Assisting **Physical Education**

NAME

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SUBJECT

Sexton. Jennifer Sferrazza, Mary Shafer, Kenneth Shefchik, Michael Shelton, Jeanna Shelton, Thomas Sheppy, Robert Shibalovich, Paul Shrake, Creagan Siciliano Di Rende, Dana Silva. Paul Simon, Jacqueline Singh, Padam Skaggs, Ronald Slattery, Christy Sliva, Roger Smith, Andrew Smith, Julia Smith. Kendall Smith, Mark Smith. Patricia Smyth, Pamela Snell, Lea Snodgrass, James Snook, Robert Snyder, Matthew Solar, Valerie Solorzano, Cesar Soltz, James Soltz, Stephen Somasundaram, Sivajah Somers, Rita Song, Mary Sorensen Nunez, Gayle Soto, Nadia Sprague, Edmund Staffanson, Lura Stafford, Paula Stark, Howard Stephens, Heather Stoddard, Gwendolyn

Administration of Justice Senior Citizen Education History Reading Dance Administration of Justice **Computer Information Systems** Mathematics Geography English Engineering Speech Communication **Mathematics Construction Technology** Fire Technology Automotive Body Technology Accounting **Physical Education** English Biology **Physical Education** English Physical Education Fire Technology Administration of Justice English English Spanish Administration of Justice Fire Technology **Mathematics** Reading English Early Childhood Studies Administration of Justice Fire Technology Early Childhood Studies Healthcare Technician **Mathematics** Theater Arts English as a Second Language

NAME

Stone. David Strang, Charles Street, David Strong, Teri Stubbs, Thomas Sullivan. Eric Sullivan, John Sullivan, William Sung, Mi Kyung Suzuki, Kevin Swanson, William Sweeney, Caren Swenson, Linda Takakura, Ilona Tapia, Humberto Tattoon, Madeleine Taylor, Cynthia Tedesco, Fred Terrio. Frank Thomas, Wendy Thompson, Darrelle Thoms, Eugene Tilton, Dennis Tilton, Roger Timmermans, Lambertus Ting, Lycretia Tinker, Alan Tinker, Robert Tochtrop, Martin Tohline, Sharon Tombs, Terry Torres, Marco Torres, Marco Torrez, Michael Tougas, David Tougas, Lynette Townsend, Norma Townsend, Toby Tran, Jackie (Tien) Tran, Victor Travina, Lyudmila

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SUBJECT

Engineering Administration of Justice Administration of Justice **Mathematics** Art English English Administration of Justice Speech Communication **Physical Education** Psychology Art Dance Reading Telecommunications Early Childhood Studies Management Telecommunications Administration of Justice Administration of Justice **Computer Applications and Office Technology** Mathematics English Psychology **Mathematics Mathematics** Administration of Justice Fire Technology Administration of Justice English Anthropology **Biology** Health Science Chemistry English as a Second Language English as a Second Language Music Philosophy **Mathematics Mathematics** Art

NAME

Trinh, Tyler Tronti, Jennifer Tuckerman, Daniel Turner, Kimberly Turnier, Arthur Tyler, Stanley Ukpo, Theresa Valdezalvarez, Jorge Vallely, Jennifer Van Lierop, Jeffrey Van Winkle, Dennis Van Winkle, Dennis Vancleave, Irene Vander Meiden, Sharon Vandewater, David Vandiver, Wesley Varga, Charles Vargas, Ana Vargo, Joseph Vega Sanchez, Mario Vega. Eric Velarde-Petersen, Loreto Vennemann, Darlene Vennemann, Darlene Vergara, Raul Vermillion, Amy Visser. Alma Viswanath, Vish Vodhanel, Stephen Waggoner, Jean Wagner, Eric Wahba, Renee Wait, Cynthia Wakefield, Thaddeus Walag, Stephen Walker, Michael Walker. Vicki Walker, Vicki Walls, Laura Walsh, Sarah Wardak, Mohammad

Mathematics English Speech Communication English Administration of Justice Chemistry Health Science Mathematics English as a Second Language Fire Technology **Business Administration** Paralegal Studies Nursing Art **Mathematics** Administration of Justice Administration of Justice Speech Communication Journalism Spanish Sociology Spanish **Business Administration Paralegal Studies** Administration of Justice Nursing Early Childhood Studies **Computer Information Systems Computer Information Systems** English as a Second Language English **Physical Science** Administration of Justice English Photography Psychology Health Science Physical Education Spanish Senior Citizen Education **Mathematics**

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SUBJECT

NAME

Warden, Marine Waters, Christopher Waters, Madeleine Watrous, James Watson, Harry Watt, Catherine Webber, Diana Weber, Herbert Weddington, Michael Weiser, William Weiss. Deena Wesche, Mitchell Wesolowski, Joseph Wettergreen, Amy Whitaker, Delroi White, Debra Whitt, Ronald Wickers, Rodney Wiewall, Darcy Wiley, Duverick Wiley, Duverick Wilhite, Charles Wilkins, Wayne Williams, Bruce Williams, Frances Williams, Maria Williams, Mark Williams, Richard Wilmot, Elda Wilson, Bryan Wilson, Donald Wilson, Guy Wilson, James Wilson, Martena Winters, Victoria Wintter-Williams, Marylin Wong, Jan Wood, Terry Woodward, Paul Wylldestar, Cornelia Wylldestar, Cornelia

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SUBJECT

Psychology Administration of Justice English **Computer Information Systems Mathematics** English Dance Automotive Body Technology Fire Technology Fire Technology English Fire Technology Automotive Body Technology Nursing Philosophy Speech Communication Administration of Justice **Real Estate** Anthropology **Physical Education** Spanish Administration of Justice Administration of Justice **Computer Information Systems** Photography **Culinary Arts** Automotive Body Technology **Computer Information Systems** Spanish Administration of Justice Health Science Art Fire Technology **Physical Education** Mathematics English American Sign Language Administration of Justice Nursing Reading **Telecommunications**

NAME

Yang, May Yankee, Alan Yates, Wendy Ybarra, Daniel Ybarra, Thomas Yetter, Maria-Carlota Yoshinaga, Ann Youtz, Vaughn Zeeb, John Zeller, Michael Zentgraf, Bonita Zmudka, Susan Zoumbos, Nickolas Zoumbos, Nickolas Zurita, Marcial

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SUBJECT

English Music Physical Education Administration of Justice Administration of Justice Spanish Fire Technology Photography Psychology Mathematics Early Childhood Studies Healthcare Technician Accounting Real Estate Mathematics

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SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES EMPLOYED AS NEEDED

			Salary
Name	Position	Effective Date	Placement
Kathy Gerke	Clerical, Substitute	01/03/06-06/30/06	16-1
Linda Johnson	Clerical, Substitute	10/24/05-11/10/05	16-9 (Conf.)

EMPLOYED AS NEEDED

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

	DOMAD TOLIC 1 403	<u> </u>	~ .
N.			Salary
Name Name	Position	Effective Date	Policy 4035
Moses Cordova	Communication Assistant	12/01/05-06/30/06	7.75/hour
Angelo Jackson	Community Service Officer	12/01/05-06/30/06	14.00/hour
Allison Kohlmeier	Community Service Officer	08/26/05-06/30/06	14.00/hour
John Greenwalt	Computer Operator	01/03/06-06/30/06	15.00/hour
	comparer operator		10100,11001
Jeffrey Flogerzi	Computer Technician	12/12/05-06/30/06	10.00/hour
Colin Grassman	Computer Technician	12/12/05-06/30/06	10.00/hour
Pangmee Heu	Computer Technician	12/12/05-06/30/06	10.00/hour
Christopher Kellermeyer	Computer Technician	12/12/05-06/30/06	10.00/hour
Raina Porras	Computer Technician	12/12/05-06/30/06	10.00/hour
Kathryn George	Educational Assistant	01/03/06-06/30/06	6.75/hour
Harold Thomas	Educational Assistant	09/01/05-06/30/06	6.75/hour
Harola Hiomas	Educational Assistant	07/01/05-00/50/00	0.7 <i>5</i> /11001
Jamiles Brown	Instructional Aide I	11/02/05-06/30/06	6.75/hour
Carrie Chittenden	Instructional Aide I	11/01/05-06/30/06	6.75/hour
Joseph Davies	Matriculation Assistant I	08/01/05-06/30/06	9.00/hour
Claudette Brewer	Office Assistant I	12/12/05-06/30/06	9.00/hour
Jennifer Duarte	Office Assistant I	12/01/05-06/30/06	9.00/hour
Ashley Martinez	Office Assistant I	12/07/05-06/30/06	9.00/hour
Maria Socorro Ruiz	Office Assistant I	11/15/05-06/30/06	9.00/hour
Shanin Watson	Office Assistant I	11/01/05-06/30/06	9.00/hour
Mandi Irwin	Office Assistant II	11/17/05-06/30/06	10.50/hour
Alan Jerman	Office Assistant II	12/01/05-06/30/06	10.50/hour
Rebecca Wagoner	Operations Clerk	01/03/06-06/30/06	7.50/hour
Keith Mullen	Stage Technician II	11/14/05-06/30/06	7.50/hour

Board Report IV-A-1-b-1f January 24, 2006 Page 2 of 3 11/01/05-06/30/06 7.50/hour

Debra Wolgemuth

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

Stage Technician II

			Salary
Name	<u>Position</u>	Effective Date	Policy 4035
Christine Silva	Tutor I	10/01/05-06/30/06	7.00/hour

EMPLOYED AS NEEDED SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

Name	Position	Effective Date	Stipend
Damien Smith	Assistant Track Coach	01/15/06-06/30/06	\$3,172

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VOLUNTEERS BOARD RESOLUTION 10-97/98

<u>Name</u> Brian Green Danielle Medina Department Applied Technology Applied Technology Effective Date 10/01/05-12/15/05 02/13/06-06/09/06

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RIVERSIDE COMMUNITY COLLEGE COMMUNITY EDUCATION PRESENTERS

SPRING 2006

The following Professional Expert Presenters, indicated below, will present Community Education programs from January 1, 2006 through June 30, 2006:

Abdul, Quayum MD	Candle & Soap Making
Adams, Greg	National Registry; EMT; CPR
Allen, John	National Registry; EMT; CPR
Anderson, Heather	Baby Sign; Sign Play
Anderson, John	Traffic School; Drivers Ed
Aviles, Alfredo Jose	Drivers Education
Barley, Maureen E	Planetarium Shows
Blair, Scott	Planetarium Presentations
Bolowich, Hans	National Registry; EMT; CPR
Booth, Thomas J	National Registry; EMT; CPR
Brown-Lowry, Tanya	Sports and Fitness for Kids
Butler, Linda	Cake Decorating; Desserts
Case, Adam F	National Registry; EMT; CPR
Cleveland, Darryl	National Registry; EMT; CPR
Copeland, Jeffery	National Registry; EMT; CPR
Coryell, Jon G	National Registry; EMT; CPR
Croft, Michael Stephen	Karate
Davis, Scott	National Registry; EMT; CPR
Deyo, Arthur	National Registry; EMT; CPR
Erdle, Harvey R	Badminton; Tennis
Fedick, Linda M	Belly Dancing
Fontaine, Robert P	National Registry; EMT; CPR
Garner, Sandra	Mystery Shopper
Hall, David	Smog Certification
Hardman, Patrick	Keyboards – Kool & Kwik; Instant Piano for Hopelessly Busy People
Harold, Ryan	National Registry; EMT; CPR
Hartnett, Teryn	Dog Trainer
Holzner, Yupajantr	Thai Cooking Workshop
Irving, Matthew	Poker
Jeremiah, Steven	National Registry; EMT; CPR
Knight, Carla	National Registry; EMT; CPR
Konstant, Eugene	Manage Your Business Profitably; Business Plan; Rescore
	Your Personal Credit; Small Business; Salesmanship;
	Mobile Cart Vending; Financing

SPRING 2006 (CONTINUED)

The following Professional Expert Presenters, indicated below, will present Community Education programs from January 1, 2006 through June 30, 2006:

Kowallis, Laurence **Internet Stock Investing Series** Kramer, Gigi R National Registry; EMT; CPR Canine Massage Therapy Lang, Michael E Krusemark, LeeAnne **Business; Publishing** National Registry; EMT; CPR Lee, Mitch Leibel, Robert Joseph Option Investing; Trade the Market National Registry; EMT; CPR Leon, Chris P McKindley, Judeth National Registry; EMT; CPR Landscape Design for the Homeowner Mendoza, Anthony M Spanish for Medical Professional Mercado, Rosario Michelsen, Michael W. Blackjack Floral Design; Decorating Gardens Mickens, Margaret National Registry; EMT; CPR Miller, Christopher Mulhall, Michael National Registry; EMT; CPR Murphy, Dennis National Registry; EMT; CPR National Registry; EMT; CPR Nace, Julie Artistry of Words Niemeyer, Daniel B Zarah National Registry; EMT; CPR Nollette, Christopher F National Registry; EMT; CPR Nugent, Randall W Nugent, Yvonne National Registry; EMT; CPR Pena, Anthony National Registry; EMT; CPR Pritchard, Randy National Registry; EMT; CPR Rawlings, Phillip D National Registry; EMT; CPR Richmond, Daniel National Registry; EMT; CPR National Registry; EMT; CPR Robles, Magdalena Sandidge, Joshua National Registry; EMT; CPR Scharff, Mira Lisa National Registry; EMT; CPR Sanders, Kristy S Planetarium Shiffermiller, Barbara J **Drivers Education** Schreck, Crystal L Planetarium Schulz Jr., Michael National Registry; EMT; CPR Hawaiian/ Polynesian Dance Solis. Faith A Stover, Mark Edward Guitar Lessons Suzuki. Kevin S Karate Tate, Curtiss W National Registry; EMT; CPR **Planetarium Presentations** Tyler, Mark A Vega Sanchez, Mario **Command Spanish** Wells, Kellie National Registry; EMT; CPR

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SPRING 2006 (CONTINUED)

The following Professional Expert Presenters, indicated below, will present Community Education programs from January 1, 2006 through June 30, 2006:

Wesche, Mitchell
White, Mike
Whittaker, Heather
Wilde, Sean
Wilkins, Debra K
Wood, James D
Wu, Stephen R
Wu, Elva Jean
Yount, Michael

National Registry; EMT; CPR National Registry; EMT; CPR Mommy & Me Cooking National Registry; EMT; CPR ABC's of English/Western Riding Aikido National Registry; EMT; CPR National Registry; EMT; CPR National Registry; EMT; CPR

RIVERSIDE COMMUNITY COLLEGE DISTRICT ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: January 24, 2006

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

<u>Background</u>: The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$19,172,299.66 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 67235-68622) totaling \$6,955,007.72 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$19,172,299.66 and District Warrant Claims totaling \$6,955,007.72.

Salvatore G. Rotella Chancellor

Prepared by: Doretta Sowell Purchasing Manager Purchase Order and Warrant Report - All District Funds Purchase Orders \$1000 and over 11/29/05 thru 12/31/05

PO#	Fund	Department	Vendor	Description	Amournt
P64174	11	IS Administration Systems	Datatel, Inc.	Conferences	2,380.00
P64175	11	Engineering, General	Atlast Software	Computer Software Maint/License	2,940.00
P64178	12	Student Personnel Administration	Engineerica Systems, Inc.	Comp Equip Additional \$5000 >	7,445.52
P64179	11	IS Administration Systems	Watts, Theka (Beth)	Conferences	1,857.84
P64180	11	IS Administration Systems	Moffitt, Merriel	Conferences	1,857.84
P64181	11	IS Administration Systems	Escoto, Jose	Conferences	1,85 7.84
P64182	61	Risk Management	Elwood, Kevin	Damage Personal Property	1,466.44
P64183	12	Library - Instructional Equipment	Columbia University Press	Books/New And Expanded Library	1,245.00
P64185	11	Risk Management	Hartford, The	Liability Insurance	2,507.00
P64191	11	Grounds Services	Total Athletic Services & Awards	Grounds/Garden Supplies	1,431.76
P64192	11	Grounds Maintenance and Repairs	Lawn Tech Equipment	Equip Additional \$200-\$4999	4,960.44
P64200	41	Child Develop Centers - Norco Equipment	Spectraturf	Fixtures & Fixed Equipment	14,467.59
P64201	11	Provost - Norco	Modernair	Repairs - Parts	2,383.68
P64204	41	Riverside - Quad Modernizaiton	ASR Constructors, Inc.	Remodel Projects	13,020,000.00
P64205	11	Administrative Support Center	Pip Printing of Riverside	Copying and Printing	1,896.40
P64211	11	International Students	Jacobsen, Marylin	Conferences	1,460.00
P64216	12	Music - Instructional Equipment	Troxell Communications, Inc.	Equip Additional \$200-\$4999	3,765.86
P64218	12	Cosmetology - Instructional Equipment	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,413.68
P64228	11	Public Affairs & Institutional Advancement	Geographics	Other Services-Web Creation	10,000.00
P64231	12	Provost - Norco - Instructional Equipment	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	42,69 6.99
P64232	12	Provost - Norco - Instructional Equuipment	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	44,388.36
P64233	12	Provost - Norco - Instructional Equipment	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	43,496.52
P64234	12	Provost - Norco - Instructional Equipment	Apple Computer, Inc.	Comp Equip Replacement \$200-\$4999	4,699.89
P64241	12	Grants & Contracts	T&F Informa UK Ltd	Conferences	1,342.50
P64247	11	Building Maintenance - Cosmetology	Fineline Interiors Inc.	Remodel Projects	3,925.00
P64248	41	Child Develop Centers - Norco Equipment	Victor Concrete	Fixtures & Fixed Equipment	4,525.50
P64250	12	Dean of Instruction Moreno Valley	Reliable Office Solutions	Other Supplies	4,040.49
P64253	41	Child Develop Centers - Norco Equipment	Victor Concrete	Fixtures & Fixed Equipment	7,300.00
P64254	11	Grounds Maintenance and Repairs-Moreno Valley	Victor Concrete	Demolition - Grading	5,000.00
P64256	11	Media	RDO Equipment Co.	Equip Additional \$5000 >	8,572.81
P64257	12	Campus Security	Ramsey Street Ford	Equip Additional \$5000 >	14,214.51
P64258	11	Media	Troxell Communications, Inc.	Other Supplies	6,995.13
P64261	41	Riverside - MLK Remodel Construction	TBP Architects	Architect's Fees	3,485.32
P64262	11	Exploratory Capital Projects Holding	Higginson+Cartozian Architects, Inc	Architect's Fees	5,000.00
P64265	12	Natural (Life) Science, General - I	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	8,889.38
P64266	12	Physiology (Includes Anatomy)	Ward's Natural Science	Equip Additional \$200-\$4999	1,055.31
P64267	12	Natural (Life) Science, General	Fisher Scientific	Equip Additional \$200-\$4999	12,240.40 A
					ge

096790	12 Student Services - Doct Emanaination	Divisido Troncit Aconovi	Turners designa (Dire Decces	1 07 5 00
60740	12 Suudelle Services - POSE Emignicipation	KIVEISIUE ITAUSII Agency	I ransportation/ Bus rasses	UU.C/U,I
P64270	11 Fiscal Operations	Elrod Fence Co., Inc.	Fixtures & Fixed Equip	2,198.00
P64273	11 IS Administration Systems	Herman, Richard	Conferences	2,45 2.84
P64277	12 Emergency Medical Tech.	Life Assist, Inc.	Equip Additional \$200-\$4999	1,468.63
P64278	12 Emergency Medical Tech.	Simplastics	Equip Additional \$200-\$4999	2,721.89
P64281	12 Grants Department - Riv Co Emancipation	Reliable Office Solutions	Other Supplies	3,000.00
P64283	12 Physicians Assistant	Armstrong Medical Industries, Inc	Equip Additional \$200-\$4999	1,449.16
P64284	12 Grants Department - Riv Co Post-Emancipation	MBNA/American Business Card	Other Supplies	5,000.00
P64285	12 English - Title V	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	25,91 6.03
P64286	12 Physicians Assistant	Nasco Healthcare Ed Materials	Equip Additional \$200-\$4999	4,466.47
P64287	11 Building Maintenance	Advanced Electrical Contracting Inc	Fixtures & Fixed Equip	2,900.00
P64288	12 Nursing, R.NVTEA Title I-C	Medical Education Technologies Inc.	Comp Equip Additional \$5000 >	28,078.10
P64295	12 Nursing, R.NVTEA Title I-C	Baxter Healthcare Corporation	Equip Additional \$200-\$4999	2,939.25
P64301	12 Music - Instructional Equipment	BMI Supply	Other Supplies	6,954.60
P64302	11 Provost - Norco	Dell Computers	Comp Equip Additional \$200-\$4999	4,023.41
P64304	12 Instructional Support- VTEA State	College of the Desert	Other Services-Institute-Sales & Services Excellence	10,000.00
P64305	12 Instructional Support- VTEA State	College of the Desert	Other Services-Region IX Video Resource Library	15,000.00
P64306	11 Journalism	Socal Printing	Copying and Printing	1,600.00
P64308	12 Student Services	Reliable Office Solutions	Equip Additional \$200-\$4999	1,58 6.30
P64314	12 Grants Department - Riv Co Post-Emancipation	Budget Inn	Other Travel Expenses	1,00-0.00
P64315	11 Catalogues & Schedules	Valley Printers, Inc.	Printing Class Schedule	25,500.00
P64319	11 Building Maintenance	WW Grainger, Inc.	Equip Additional \$200-\$4999	13,35 1.33
P64320	11 Building Maintenance	Gravograph-New Hermes, Inc.	Equip Additional \$5000 >	10,81 7.75
P64322	11 Building Maintenance	Basic Backflow	Repairs - Parts	1,736.88
P64323	11 Building Maintenance	Thyssenkrupp Elevator	Repairs - Parts	1,63.3.00
P64324	11 Building Maintenance	Best Temporary	Temporary Services	4,00-0.00
P64325	41 Riv Campus - Parking Structure	Keith Francis & Company, Inc.	Other- Construction Manager	129,600.00
P64326	41 Riverside - Quad Modernizaiton	Fast Signs	Fixtures & Fixed Equip	3,300.22
P64327	12 Parking	Woodcrest Vehicle Center	Equip Replacement \$200-\$4999	2,01 7.46
P64337	41 RSA / RCC Systems Offices - Property	Stewart Title of California, Inc.	New Buildings	1,37 6.88
P64339	11 Administration & Finance -District	Fidelity Title	New Buildings-District Offices	3,754,671.53
P64342	12 Grants Department - Riv Co Post-Emancipation	Medeiros, Lee Ann	Other Services-Housing & School Costs	1,228.95
P64349	41 Riv Campus - Administration Remodel	Higginson+Cartozian Architects, Inc	Architect's Fees	13,50-0.00
P64351	11 Library	Thomas Paton & Associates	Computer Software Maint/License	8,50-0.31
P64357	12 Music - Instructional Equipment	Anaheim Band Instruments, Inc.	Equip Additional \$200-\$4999	1,050.00
P64361	12 Dean of Education - Title V	Reliable Office Solutions	Equip Additional \$200-\$4999	9,03.3.38
P64373	11 Campus Student Services	Troxell Communications, Inc.	Equip Additional \$200-\$4999	$1,992.30$ $_{ m H}$
P64375	11 Counseling & Guidance	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,93 8.42 as 7
P64379	32 Food Services	State Board of Equalization	Sales Tax	1,65 1.00
D64201		Council Post Constantisty In Education		tc v v

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P64382 11				
	1 Performance(Choral,Band,Etc.) March	Wunderlich, James	Professional Services	1,500.00
P64392 11	1 Performance(Choral,Band,Etc.) March	Downey, Wayne	Professional Services	2,500.00
P64394 12	2 Allied Health - Spanish Language	American Express Co.	Conferences	11,000.00
P64398 12		Golden Pacific Systems	Other Supplies	16,053.44
P64399 41	1 Riv Campus - Relocatable Swing Space	Apple Valley Communications	Fixtures & Fixed Equipment	2,362.94
P64400 41	1 Riv Campus - Parking Structure	John R. Byerly, Inc.	Testing	100,000.00
P64404 11	1 Chancellor's Office	American Association of Community	Memberships	10,775.00
P64406 12	-	Rodriguez, Nathaniel	Lecturers	1,800.00
P64412 11	1 Performance Riverside	California Merchandise Company	Theatre Supplies	2,000.00
P64413 11	1 Performance Riverside	Gatesman, Emily	Professional Services	1,000.00
P64414 11	1 Registered Nursing	Assessment Technologies Inst. LLC.	Tests	4,500.00
P64416 11	1 Dance Concerts & Festivals	Performance Wear	Professional Services	4,000.00
P64418 12	2 Middle College High School-Year 3	Inland Empire Stages, Ltd.	Transportation Contracts	1,852.00
P64419 12	2 Middle College High School-Year 3	Inland Empire Stages, Ltd.	Transportation Contracts	1,945.00
P64420 12	2 Middle College High School-Year 2	Inland Empire Stages, Ltd.	Transportation Contracts	1,898.00
P64421 12	2 Middle College High School-Year 2	Inland Empire Stages, Ltd.	Transportation Contracts	2,178.00
P64422 13	2 Grants Department - Riv Co Emancipation	AO Communications	Equip Additional \$200-\$4999	1,215.00
P64444 12	2 Dean of Faculty - 4faculty Web Serve	C I Host, Inc.	Other Services-Webserver Hosting	3,900.00
P64445 11	1 Auxiliary Business Services	Transworld Systems Inc.	Other Services-Accounts Recievable Collections	3,29 7.00
P64446 11	1 Building Maintenance	Victor Concrete	Fixtures & Fixed Equip	3,500.00
P64447 11	1 Assoc Dean of Academic Innovative	Corporate Express	Equip Additional \$200-\$4999	3,230.35
P64451 11	1 Art Gallery	EDA Culinary Academy	Other Supplies	1,21 1.38
P64453 11	1 Biology, General	Troxell Communications, Inc.	Equip Additional \$200-\$4999	2,69 6.98
P64456 11	1 Building Maintenance - North Hall Hallway	Fineline Interiors Inc.	Remodel Projects	3,310.00
P64459 11	1 IS Network Systems	Novell, Inc.	Computer Software Maint/License	133,574.00
P64460 12	2 CITD - Grant	Mission Inn	Other Services-Logistics Delegation Seminar	3,363.26
P64461 11	1 Catalogues & Schedules	Inland Presort & Mailing Services	Other Services-Spring 06 Registration Appointments	15,790.40
P64463 11	1 Student Services	Office Depot	Equip Replacement \$200-\$4999	1,831.74
P64466 11	1 International Students	American Association of Community	Scouting	6,500.00
P64467 11	1 Community Relations	Geographics	Copying and Printing	1,276.84
P64468 11	1 Community Relations	Synergistic Mailing Services	Postage	5,398.31
P64469 11	1 IS Administration Systems	Conley, Cynthia	Conferences	1,85 7.84
P64472 11	1 Media	Aztec Security Products	Other Supplies	2,562.90
P64473 11	1 Other Media and Communications	Clark, Ross	Conferences	2,070.59
P64477 11	1 Building Maintenance - Moval Recarpet Humanities	Contract Carpet	Remodel Projects	
P64479 11	1 Academic Affairs - Int'l Education	MBNA/American Business Card	Conferences	
P64480 11	1 Library	IHS	Computer Software Maint/License	ary Pa 66.0 58'E
P64483 11	1 Library	Faronics Technologies USA Inc	Computer Software Maint/License	Ige
P64484 1	1 Fire Control Technology - Ben Clark	Dept of Forestry & Fire Protection	Other-Certification Fees	6,500.00 5
P64493 1	1 Comm. Educ. Classes	Learning Resources Network, Inc.	Consultants	25,000.00 J

		1 Department	Vendor	Description	Amount
P64494	11	Dental Hygiene	Lesser, Donna	Conferences	1,777.00
P64504	11	International Students	Law Offices of Adam Green	Legal	2,500.00
P64507	12	Grants Department - Riv Co Post-Emancipation	Barnes & Noble	Instructional Supplies	1,000.00
P64508	12	Library - Instructional Equipment	Community College League of CA	Books/New and Expanded Library	5,800.00
P64509	11	Administrative Support Center	OCS America, Inc.	Postage	1,353.20
P64512	Π	Administrative Support Center	Scantron Corporation	Computer Software Maint/License	1,505.20
P64515	11	Administrative Support Center	Scantron Corporation	Computer Software Maint/License	1,280.20
P64517	12	Library - Instructional Equipment	CDW-G	Comp Equip Additional \$5000 >	25,651.06
P64519	12	Library - Instructional Equipment	CDW-G	Comp Equip Additional \$5000 >	17,855.14
P64523	41	Riverside Campus - MLK State Equipment	Interservice	Equip Additional \$200-\$4999	1,673.36
P64527	11	Building Maintenance	SK Telecon, Inc.	Fixtures & Fixed Equipment	1,920.00
P64531	11	Media	Tech Wholesale	Other Supplies	1,438.00
P64536	Ξ	International Students	AMINEF	Advertising	1,015.00
P64539	Ξ	Board of Trustees	The Progressive Woman	Advertising	2,495.00
P64543	12	Provost - Norco - Instructional Equipment	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,958.90
P64544	11	Biology, General	Ward's Natural Science	Instructional Supplies	1,114.73
P64545	11	Biology, General	Fisher Scientific	Instructional Supplies	1,384.01
P64547	12	Grants & Contracts	Reliable Office Solutions	Equip Replacement \$200-\$4999	4,848.75
P64548	12	Middle College High School-Year 2	Reuben H. Fleet Science Center	Other Travel Expenses	1,006.50
P64549	11	Microbiology	Fisher Scientific	Instructional Supplies	2,178.28
P64551	11	Registered Nursing	National League For Nursing	Memberships	1,56-0.00
P64552	11	Auxiliary Business Services	Perfect Form Business Services, Inc	Copying and Printing	4,149.99
P64553	11	Auxiliary Business Services	Perfect Form Business Services, Inc	Postage	21,150.00
P64558	11	Auxiliary Business Services	Bogle, Billie J Jr	Conferences	1,85 7.84
P64559	11	Provost - Riverside	Baca, Ted P.	Consultants	13,000.00
P64563	1	Dance Concerts & Festivals	Smith, Bodie	Professional Services	2,85 0.00
P64564	11	Information Technology, General	Certiport, Inc.	Software <\$200	1,082.89
P64565	11	Public Affairs & Institutional Advancement	Synergistic Mailing Services	Advertising	1,493.33

P61025 32 P61026 32 P61026 32 P61027 32		Additions to Approved/Ratified Purchase Orders of \$1,000 and over		
		Additions to Approved/Ratified Purchase Orders		
			of \$1,000 and over	
	Food Services	American Paper & Plastics	Paper Products	6,000.00
	Food Services	Bon Appetit	Food	5,000.00
	Food Services	Interstate Brands Corp.	Food	2,000.00
	Food Services	Joseph Webb Foods	Cleaning Supplies	20,000.00
P61030 32	Food Services	Pepsi-Cola	Paper Products	20,000.00
P61031 32	Food Services	Select Produce, Inc.	Food	5,000.00
P61032 32	Food Services	Sysco Corp.	Kitchen Expendables	10,000.00
P61035 11	Production Printing	Kelly Paper Company	Purchase/Cost of Goods Sold	10,000.00
P61094 11	Logistical Services	Corporate Copy Systems	Repairs - Parts	1,000.00
P61230 11	Auditorium	Dramatists Play Service, Inc	Rents and Leases	3,999.04
P61365 11	Comm & Econ Development	Global Learning Partners, Inc.	Other Services-Workshop Presenters	1,515.50
P61379 11	Administrative Support Center	California Overnight	Postage	1,000.00
P61392 11	Administrative Support Center	Oce Financial Services, Inc.	Rents and Leases	15,000.00
P61426 11	Auditorium	Ryder Truck Rental, Inc.	Rents and Leases	3,500.00
P61498 12	Instructional Support-VTEA Title I	Reliable Office Solutions	Other Supplies	1,500.00
P61557 11	Custodial Services	Waxie Sanitary Supply	Repairs - Parts	3,500.00
P61574 11	Emergency Medical Services	Reliable Office Solutions	Other Supplies	1,000.00
P61644 12	Matriculation	Accuplacer	Tests	6,324.00
P61741 11	Auditorium	Muzak	Theatre Supplies	2,104.00
P61778 11	Registered Nursing	Moore Medical Corporation	Instructional Supplies	1,500.00
P61782 11	Intercollegiate Athletics	Enterprise Rent-A-Car	Transportation	2,500.00
P61843 11	Custodial Services	Unisource Worldwide, Inc.	Custodial Supplies	3,500.00
P61862 11	Dental Hygiene	Reliable Office Solutions	Instructional Supplies	1,097.80
P62034 11	Other Health Occupations	Moore Medical Corporation	Instructional Supplies	1,000.00
P62046 11	Anatomy and Physiology	Ward's Natural Science	Instructional Supplies	1,000.00
P62144 11	Microbiology	Fisher Scientific	Instructional Supplies	1,000.00
P62146 11	Biology, General	Fisher Scientific	Instructional Supplies	4,100.00
P62196 32	Food Services	Riverside Dairy Farms	Food	5,000.00
P62200 32	Food Services	Super Snak Club	Food	5,000.00
P62356 11	IS Network Systems	CDW-G	Computer Software Maint/License	6,584.38
P62559 11	Comm. Educ. Classes	Mansfield, William L.	Professional Services	20,000.00
P62607 12	Dean of Education - Title V	Office Depot	Equip Additional \$200-\$4999	1,622.62
P62918 32	Food Services	Bryan Exhaust Service Inc.	Repairs - Parts	1,150.00
P62960 11	Facilities Planning	Webster, C. Michael	Consultants	20,000.00
P62960 41	Go Bond - Future Projects - Feasibility	Webster, C. Michael	Consultants	20,000.00 A
P63262 11	Comm. Educ. Classes	Edwards, Nancy F.	Professional Services	2,000.00 ^a
P63272 11	Applied Photography	Freestyle Photocraphic Supplies	Instanctional Suparias	

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#O4	Fund	Department	Vendor	Description	Amount
P63347	11	Comm. Educ. Classes	D & D's Dance Center	Professional Services	10,000.00
P63795	11	Performance Riverside	Woodman, Branch	Professional Services	2,000.00
P64150	12	Child Develop Centers	Aliso Creek	Conferences	4,300.00
P64166	12	Other Communications-Instructional	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	9,43 2.44
P61341	11	Grounds Maintenance and Repairs	A A Equipment Rental Co., Inc.	Repairs - Parts	4,331.80
P61364	11	Customized Training	Training Dynamics	Other Services-Training City of Riverside	2,750.00
P61367	11	Customized Training	Dennis Boylin Associates	Other Services-Training City of Riverside	4,250.00
P61782	11	Intercollegiate Athletics	Enterprise Rent-A-Car	Transportation	2,000.00
P62444	11	Library	Global Gov't/Education Solutions	Other Supplies	1,162.00
P62450	11	Library	CDW-G	Other Supplies	2,000.00
P62754	12	Grants Department	Riverside Unified School District	Other Services-Gear Up Activities	550,347.00
P62756	12	Grants Department	Alvord Unified School District	Other Services-Gear Up Activities	296,71 3.00
P64088	12	Dean Of Faculty - 4faculty Web Serv	Omniplatform Software Corporation	Other Services-Database Layout & Design	5,999.00
				Subtotal (Pages 1-4)	17,960,588.47
				Subtotal (Pages 5-6)	1,112,182.58
				Purchase Orders \$1,000 and Over Purchase Orders under \$1,000	19,072,771.05 99,528.61

19,172,299.66

Grand Total

Report No.: IV-A-3

Date: January 24, 2006

Subject: Annuities

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

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

Salvatore G. Rotella Chancellor

<u>Prepared by</u>: Ed Godwin Director, Administrative Services

Report No: IV-A-4-a

Date: January 24, 2006

Subject: Budget Adjustments

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

		Program	Account	<u>Amount</u>
1.	Transfe	r to provide for legal fees.		
	From:	Chancellor's Office	Supplies	\$ 4,200
	To:	Human Resources	Legal	\$ 4,200

2. Transfer to reallocate the Pre-Emancipation Services Program budget associated with the Foster Youth Program. (Fund 12, Resource 1190)

From:	Pre-Emancipation Services Prog	Other Services	\$ 22,000
To:	Pre-Emancipation Services Prog	Instructional Supplies Supplies Food	\$ 2,000 5,000 15,000

3. Transfer to reallocate the Post-Emancipation Services Program budget associated with the After-Care Youth Program. (Fund 12, Resource 1190)

From:	Post-Emancipation Services Prog	Other Services	\$ 31,000
To:	Post-Emancipation Services Prog	Instructional Supplies Printing and Copying Supplies Transportation/Bus Passes	\$ 3,000 1,000 15,000 12,000

Re	eport No:	IV-A-4-a	Date:	January	24, 2006	
Su	bject:	Budget Adjustments (continued)				
		Program	Account	4	Amount	
4.		r to provide students with bus passes an pation Services Program. (Fund 12, Re		Riversid	le County	
	From:	Riverside Co Emancip Services	Other Services	\$	4,000	
	To:	Riverside Co Emancip Services	Transportation/Bus Passes	\$	4,000	
5.		r to provide students with bus passes an evelopment Program. (Fund 12, Reso		CAL-W	orks	
	From:	CAL-WORKS-Child Development	Other Services	\$	3,000	
	То:	CAL-WORKS-Child Development	Transportation/Bus Passes	\$	3,000	
6.	Transfer	r to provide for indirect charges. (Fund	12, Resource 1190)			
	From:	Gateway to College	Equipment	\$	6,774	
	То:	Gateway to College	Indirect Charges	\$	6,774	
7.	Transfer to provide for faculty participating in accreditation workshops.					
	From:	Academic Affairs	Conferences	\$	3,500	
	To:	Academic Affairs	Academic Special Projects	\$	3,500	
8.	Transfer	r to purchase equipment.				
	From:	Applied Tech, Culinary Academy Applied Tech, Media and Comm	Instructional Supplies Repairs	\$	330 884	
	To:	Applied Tech, Culinary Academy Applied Tech, Media and Comm	Equipment Equipment	\$	330 884	

Report No: IV-A-4-a

Date: January 24, 2006

Subject: Budget Adjustments (continued)

		Program	Account		<u>Amount</u>
9.		to provide for the support of the Under ng and campus anniversary activities.	funded District Workgroup	enrollr	nent
	From:	Salary Savings	Classified FT	\$	61,830
	To:	Governmental Relations Public Affairs Public Aff–Campus Anniv Activities	Consultants Copying and Printing Advertising Copying and Printing Supplies	\$	5,000 6,195 40,635 4,000 4,000
			Advertising		2,000

10. Transfer to reallocate the Planning to Improve Access and Retention Program budget. (Fund 12, Resource 1190)

From:	School of Education	Academic Special Project Employee Benefits	\$ 3,717 465
To:	School of Education	Consultants Travel Expenses	\$ 3,591 591

11. Transfer to purchase supplies.

From:	Faculty Affairs-Staff Development	Conferences	\$ 1,500
To:	Faculty Affairs – Staff Development	Supplies	\$ 1,500

12. Transfer to provide for increased health and welfare benefits. (Fund 11, Resource 1090)

From:	Performance Riverside	Classified FT Admin	\$ 3,261
To:	Performance Riverside	Employee Benefits	\$ 3,261

Report No: IV-A-4-a Date: January 24, 2006 Subject: Budget Adjustments (continued) Program Account Amount 13. Transfer to reallocate the CACT Program budget. (Fund 12, Resource 1190) From: CACT – Title VI All Other Contracts \$ 7,000 CACT – Advanced Tech Ed Other Services 16,371

		Supplies	150
To:	CACT – Title VI CACT – Advanced Ed	Employee Benefits Academic Special Project Classified FT	\$ 7,000 16,371 150

14. Transfer to reallocate the Procurement Assistance Center Program budget. (Fund 12, Resource 1190)

From:	Procurement Assist Center Grant	Classified FT Admin	\$ 8,100
To:	Procurement Assist Center Grant	Copying and Printing Supplies Mileage Conferences Other Services Equipment Replacement	\$ 40 1,555 230 320 1,100 4,855

15. Transfer to purchase equipment.

From:	Student Services	Admin Contingency Acct	\$ 2,117
To:	Student Services	Equipment	\$ 2,117

16. Transfer to provide for additional temporary staffing needs.

From:	Community Outreach	Supplies	\$ 1,200
To:	Community Outreach	Classified Hourly	\$ 1,200

Report No: IV-A-4-a Date: January 24, 2006 Subject: Budget Adjustments (continued) Program Account Amount 17. Transfer to reallocate the Workability Program budget. (Fund 12, Resource 1190) Workability Program Grant Academic PT Non-Instr \$ 7,488 From: To: **Classified Hourly** \$ 7,254 Workability Program Grant **Employee Benefits** 234 18. Transfer to purchase parking permit stock for the Spring 2006 semester. (Fund12, Resource 1050) Campus Safety and Police, Riv Classified FT \$ 12,040 From: To: Campus Safety and Police, Riv **Supplies** \$ 12,040 19. Transfer to provide for additional temporary staffing needs. Facilities, Riverside **Classified Hourly** \$ 15,360 From: To: Facilities, Riverside **Temporary Services** \$ 15,360 20. Transfer to provide for the printing of workers' compensation claim forms. (Fund 61, Resource 6110) **Claims Expense** \$ 120 From: **Risk Management** To: **Risk Management** Copying and Printing \$ 120 21. Transfer to purchase equipment. From: English, Speech and Comm Instructional Supplies \$ 62 \$ 62 To: English, Speech and Comm Equipment

Report No: IV-A-4-a

Subject:

IV-A-4-aDate: January 24, 2006Budget Adjustments (continued)

	Program	Account		<u>Amount</u>	
22. Transfer to reallocate the Honors Program budget.					
From:	Honors Program, Riverside Honors Program, Norco Honors Program, MV	Other Services Other Services Other Services	\$	4,991 376 976	
То:	Honors Program, Riverside Honors Program, Norco Honors Program, MV	Supplies Academic Special Project Academic Special Project Academic Special Project	\$	439 4,552 376 976	

23. Transfer to purchase supplies and provide for faculty participating in the Conducting Symposium.

From:	Performing Arts, Symphony Strings Performing Arts, Piano Theory	Professional Services Student Help – Instructional	\$ 900 400
To:	Performing Arts, Symphony Strings Performing Arts, Piano Theory	Academic Special Project Instructional Supplies	\$ 900 400

24. Transfer to reallocate the Educational Talent Search Program budget. (Fund 12, Resource 1190)

From:	Ed. Talent Search TRIO, Norco	Academic FT Admin Classified FT Employee Benefits	\$ 9,100 8,100 2,445
To:	Ed. Talent Search TRIO, Norco	Tests Copying and Printing Supplies Food Consultants Travel Expenses Conferences Transportation	\$ 300 950 5,100 4,000 2,000 3,395 1,900 2,000

Report No:	IV-A-4-a	Date:	<u>January</u>	24, 2006
Subject:	Budget Adjustments (continued)			
	Program	Account	<u>/</u>	<u>Amount</u>
	r to purchase office furniture for the As and Administration reception area.	sociate Dean of Academic In	iovative	2
From:	Riverside President Applied Tech – Only Time Only	Admin Contingency Acct Supplies Equipment	\$	731 1,000 1,500
To:	Dean of Academic Innovative Prog	Equipment	\$	3,231
26. Transfer to reallocate the Upward Bound Program budget. (Fund 12, Resource 1190)))
From:	Upward Bound TRIO, Norco	Academic FT Admin Classified Hourly	\$	9,000 2,984
To:	Upward Bound TRIO, Norco	Mileage Equipment Book Grants	\$	1,000 4,984 6,000
27. Transfer	r to purchase equipment.			
From:	Public Safety Ed and Training	Lecturers	\$	3,340
To:	Public Safety Ed and Training	Equipment	\$	3,340
28. Transfer	r to purchase supplies.			
From:	Library, Riverside	Comp Software Maint/Lic	\$	1,258
To:	Library, Riverside	Supplies	\$	1,258

Report No:	IV-A-4-a	Date: January 24, 2006		
Subject:	Budget Adjustments (continued)			
	Program	<u>Account</u>		<u>Amount</u>
29. Transfe	r to provide for additional temporary sta	affing needs.		
From:	Conservatory Theater, Norco	Academic Special Project	\$	2,700
To:	Conservatory Theater, Norco	Instructional Aides, Hourly	\$	2,700
30. Transfe	r to purchase equipment.			
From:	Provost, Norco	Admin Contingency Acct	\$	4,024
To:	Provost, Norco	Equipment	\$	4,024
31. Transfe	r to purchase tests.			
From:	Communications	Memberships	\$	300
To:	Communications	Tests	\$	300
	r to reallocate the Student Support Serv 2, Resource 1190)	ices Program budget.		
From:	Student Support Srvc TRIO, Norco	Academic FT Admin Classified FT Employee Benefits	\$	15,192 8,950 24,901
To:	Student Support Srvc TRIO, Norco	Classified Substitutes Supplies Mileage Travel Expenses Other Services Student Scholarships	\$	6,011 6,077 7 6,070 6,078 24,800

Report No:	IV-A-4-a	D	ate: <u>Janua</u>	<u>ry 24, 2006</u>
Subject:	Budget Adjustments (continued)			
	Program	Account		Amount
33. Transfe	r to purchase equipment.			
From:	Student Services, Moreno Valley	Supplies	\$	50
To:	Student Services, Moreno Valley	Equipment	\$	50
34. Transfe	r to purchase supplies.			
From:	Cosmetology	Equipment	\$	470
To:	Cosmetology	Supplies	\$	470
35. Transfer to reallocate the Instructional Equipment and Materials Program budget. (Fund 12, Resource 1190)				
From:	Student Services, Riverside Performing Arts, Music Library, Riverside Provost, Norco Provost, Moreno Valley Dean of Instruction, Moreno Vly	Equipment Equipment Equipment Equipment Equipment Equipment	\$	4,655 7,500 3,707 245 9,043 1,208
To:	Student Services, Riverside Performing Arts, Music Library, Riverside Provost, Norco Provost, Moreno Valley Dean of Instruction, Moreno Vly	Supplies Supplies Supplies Supplies Instructional Equipmen Comp Software Maint/I		4,655 7,500 3,707 245 9,043 1,208

36. Transfer to purchase supplies.

From:	Dean of Instruction, Norco	Equipment	\$ 9,000
To:	Dean of Instruction, Norco	Instructional Supplies	\$ 9,000

Report No:	IV-A-4-a	Date:	Janua	ry 24, 2006
Subject:	Budget Adjustments (continued)			
	Program	Account		Amount
37. Transfe	r to reallocate the Moreno Valley Title	V Program budget. (Fund 12)	, Resc	ource 1190)
From:	Title V	Equipment	\$	28,969
To:	Title V	Academic FT Admin Academic PT Non-Instr Academic Special Project Classified Hourly Supplies Conferences	\$	$\begin{array}{c} 4,000\\ 4,000\\ 5,000\\ 969\\ 10,000\\ 5,000\end{array}$
38. Transfe	r to purchase equipment.			

From:	Physical and Life Sciences	Instructional Supplies	\$ 1,100
To:	Physical and Life Sciences	Equipment	\$ 1,100

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

Salvatore G. Rotella Chancellor

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

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

Date: January 24, 2006

Subject: Resolution to Amend Budget – Resolution No. 16-05/06 2005-2006 Tri-Tech Small Business Development Center (SBDC)

<u>Background</u>: The Riverside Community College District (RCCD) has received a letter of intent to award funding for the 2005-2006 Tri-Tech Small Business Development Center (SBDC) program in the amount of \$334,518 under the terms of a subcontract with California State University Fullerton Foundation (CSUFF), fund administrators for the U.S. Small Business Agency. The sources of the funds are as follows: \$223,012 from CSUFF; \$50,000 from the City of Riverside; \$37,500 from the Riverside County Economic Development Agency; and \$24,006 from SmartRiverside. The funds will be used to operate the TriTech SBDC in Orange, Riverside and San Bernardino Counties. The SBDC provides incubator services to support laboratory-based and office-based high-technology start-up businesses.

<u>Recommended Action</u>: It is recommended that the Board of Trustees, contingent on the Board's approval of the subcontract with California State University Fullerton Foundation, January Board Report No. V-A-3-g, approve adding the revenue and expenditures of \$334,518 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella Chancellor

Prepared by: John Tillquist, PhD

Dean, Business, Computer Information Systems, and Economic Development

RESOLUTION TO AMEND BUDGET RESOLUTION No. 16-05/06 2005-2006 Tri-Tech SBDC

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 334,518 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 January 24, 2006.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT Resolution No. 16-05/06 2005-2006 Tri-Tech SBDC

Year	County	District	Date	Fund
06	33	07	1/24/2006	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT		Object Code Description	
12	000	1190	0	0000	0131	8190	223,012	00	REVENUE	
12	000	1190	0	0000	0131	8890	111,506	00	REVENUE	
									EXPENDITURES	
12	AXD	1190	0	7012	0131	2118	87,500	00	Classified FT Administrator	
12	AXD	1190	0	7012	0131	2129	87,443	00	Classified Perm PT	
12	AXD	1190	0	7012	0131	2139	42,000	00	Classified Hrly	
12	AXD	1190	0	7012	0131	3220	17,444	00	Employee Benefits	
12	AXD	1190	0	7012	0131	3325	3,151	00		
12	AXD	1190	0	7012	0131	3520	978	00		
12	AXD	1190	0	7012	0131	3620	2,629	00		
12	AXD	1190	0	7012	0131	3320	10,867	00		
12	AXD	1190	0	7012	0131	3420	30,918	00	\downarrow	
12	AXD	1190	0	7012	0131	4555	600	00	Printing/Copying	
12	AXD	1190	0	7012	0131	4590	3,068	00	Supplies	
12	AXD	1190	0	7012	0131	5210	5,820	00	Mileage	
12	AXD	1190	0	7012	0131	5220	11,500	00	Conferences	
12	AXD	1190	0	7012	0131	5620	30,000	00	Contractual	
12	AXD	1190	0	7012	0131	6481	600	00	Equipment	
							334,518	00	TOTAL INCOME	
							334,518		TOTAL EXPENDITURES	

Report No: IV-A-4-c

Date: January 24, 2006

Subject: Contingency Budget Adjustments

<u>Background:</u> The 2005-06 adopted budget 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 adjustments have been requested:

		Program	Account		<u>Amount</u>
1.		r to provide for the purchase and 1, Resource 4160)	l installation of Swing Space awnings		
	From:	GO Bond Capital Project	Contingency	\$	200,000
	To:	Facilities, Riverside	Swing Space	\$	200,000
2.	 Transfer to provide for an operational review of the Community Education progr (Fund 11, Resource 1080) 				
	From:	Community Education	Contingency	\$	25,000
	To:	Community Education	Consulting Services	\$	25,000

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

Salvatore G. Rotella Chancellor

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

Report No.: IV-A-5-a

Date: January 24, 2006

Subject: Award of Bid-Periphery Improvements Component of the Parking Structure Project

<u>Background</u>: The District advertised this project on July 27 and September 26, 2005 and invited ten (10) contractors to submit applications for pre-qualification for the Periphery Improvements component of the Parking Structure project. No vendors submitted pre-qualification applications in the time frame required.

The District subsequently advertised and sent out an Invitation for Bid on November 10, 2005. On December 6, 2005, bids were received from two vendors.

The results are as follows:

	Hal Hays Contractors Riverside	ASR Constructors Riverside
Total Bid	\$2,440,444	\$2,055,000

References for the low bidder were checked and found to be satisfactory. Funding would be derived from general obligation bond proceeds in Resource 4160.

<u>Recommended Action</u>: It is recommended that the Board of Trustees award the bid for the Periphery Improvements component of the Parking Structure project to ASR Constructors in the amount of \$2,055,000 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

> Salvatore G. Rotella Chancellor

Report No.: IV-A-5-b

Date: January 24, 2006

Subject:Purchase Gateway Computers and EquipmentUsing Western States Contracting Alliance, Master Price Agreement

<u>Background</u>: Western States Contracting Alliance (WSCA) maintains lists of contracts for goods and services with competitive pricing awarded to vendors and approved for use by all governmental entities that are empowered to expend public funds for the acquisition of goods and services. The Board has previously approved the use of WSCA for piggyback purchases under Public Contract Code 10652 in the past.

The staff proposes that we use the Western States Contracting Alliance (WSCA) contract #A63308 to purchase Gateway computers as needed throughout the District. The term of the Master Price Agreement, contract #A63308, is from September 1, 2004 to August 31, 2007. The contract has been reviewed and meets District requirements.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve using the Western States Contracting Alliance, contract #A63308, to purchase Gateway Computers and equipment, as needed for all departments in the District as per the terms of the Master Price Agreement from September 1, 2004 to August 31, 2007.

Salvatore G. Rotella Chancellor

Report No.: IV-A-5-c

Date: January 24, 2006

<u>Subject</u>: Purchase Using "PiggyBack" Award of the Newport-Mesa Unified School District for Shade Structures at Lovekin Field

<u>Background</u>: Staff proposes that the District use the Newport-Mesa Unified School District bid award #142-05 for the purchase and installation of 14 DSA-approved shade structures at Lovekin Field. The District may use this bid in accordance with Public Contract Code 20118, as designated in the terms and conditions of the bid and in accordance with Public Contract Code Section 20652 which is written specifically for California Community College Districts.

Shade Structures submitted a proposal for the purchase and installation of 14 DSA-approved shade structures in the amount of \$179,450. District staff reviewed the proposal and bid and found it to be in the best interest of the District to purchase the shade structures through this bid. Funding for the purchase will come from the Measure C funds, as authorized by the Board on December 13, 2005.

<u>Recommended Action</u>: It is recommended that the Board of Trustees award a contract to Shade Structures for the purchase and installation of 14 DSA-approved shade structures at Lovekin Field per terms of the bid awarded by Newport-Mesa Unified School District in the amount of \$179,450. It is further recommended that the Board of Trustees authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Report No.: IV-A-5-d

Date: January 24, 2006

Subject: Reject Bids – Parking Lot

<u>Background</u>: District staff advertised the Notice Inviting Bids relative to a new parking lot at the March Education Center for two weeks and sent a Notice Inviting Bids to thirteen local vendors who specialized in asphalt paving. On November 23, 2005 two bids were received in response to the invitation for bid.

The results were as follows:

Silver Creel Industries	Wheeler Paving, Inc.
Riverside	Riverside
\$153,272.00	\$80,576.00

Both bid amounts exceeded the budget for this project.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees reject all bids for the parking lot at March Education Center.

Salvatore G. Rotella Chancellor

Report No.: IV-A-7

Date: January 24, 2006

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:

- Ms. Marylin Jacobsen, director, center for international students and programs, to travel to North Potamac, Maryland, January 22-25, 2006 to attend the 4th Annual Washington International Education Conference. Estimated cost: \$2,355.00. Funding source: the general fund.
- Ms. Jan Schall, associate professor, sociology, to travel to Palmero, Sicily, January 9-16, 2006, for contract negotiation and facility arrangements for the Summer Study Abroad Program. Estimated cost: \$2,810.00. Funding source: the general fund.

Current:

- Ms. Lilia Acevedo, student services specialist, admissions and records, to travel to Washington, D.C., March 18-22, 2006, to attend the Datatel Users Group 2006 Conference. Estimated cost: \$1,803.90. Funding source: the general fund.
- Ms. Lorraine Anderson, district dean, admissions and records, to travel to Las Vegas, Nevada, February 25-28, 2006, to attend a College Board Western Regional meeting. Estimated cost: \$1,177.24. Funding source: the general fund.
- Ms. Lorraine Anderson, district dean, admissions and records, to travel to Washington D.C., March 20-22, 2006, to attend the Datatel Users Group Conference. Estimated cost: \$1,871.61. Funding source: the general fund.
- 4) Mr. Raj Bajaj, district dean/director, institutional reporting and academic services, to travel to Washington, D.C., March 18-26, 2006, to attend the Datatel Users Group 2006 Conference. Estimated cost: \$3,211.00. Funding source: the general fund.
- 5) Ms. Sandy Baker, dean/director, nursing education, to travel to Chicago, Illinois, January 25-29, 2006, to attend the Evaluation Review Panel Meeting – Associate Degree. Estimated cost: \$1,073.00. Funding source: the general fund.
- 6) Ms. Shelagh Camak, dean, workforce preparation, to travel to Sarasota, Florida, January 26-29, 2006, to attend the Workforce Development Institute 2006. Estimated cost: \$1,553.40. Funding source: Vocational Technical Education Act State Leadership grant funds.

Report No.: IV-A-7

Date: January 24, 2006

Subject: Out-of-State Travel (continued)

- 7) Dr. Daniel Castro, President, Riverside City College, to travel to travel to Barrigada, Guam, February 24-March 6, 2006, to serve on the Accrediting Commission for Community Junior Colleges Evaluation Team. Estimated cost: \$3,640.00. (Air fare to be reimbursed by the accrediting commission) Funding source: the general fund.
- 8) Mr. Nathaniel Finney, application support technician, admissions and records, to travel to Washington, D.C., March 18-22, 2006, to attend the Datatel Users Group 2006 Conference. Estimated cost: \$1,803.90. Funding source: the general fund.
- 9) Ms. Judi Grimes, site supervisor, early childhood education, to travel to Denver, Colorado, March 28-April 1, 2006, to attend the National Coalition for Campus Children's Centers. Estimated cost: \$1,305.00. Funding source: Fund for the Improvement of Education Grant.
- 10) Ms. Kathy Havener, assistant professor, nursing education, to travel to Lima, Peru, January 20-March 4, 2006, to attend the Nursing Spanish Language Cultural Immersion Project. Estimated cost: \$4,000.00. Funding source: Nursing Spanish Language Cultural Immersion Project grant funds.
- 11) Ms. Marilynn Heyde, instructor, dental hygiene program, Moreno Valley Campus, to travel to Orlando, Florida, March 7-11, 2006, to attend the American Dental Education Association's Annual Meeting. Estimated cost: \$855.00. Funding sources: \$355.00 from the general fund, and \$500.00 from faculty staff development funds.
- 12) Ms. Dina Humble, assistant professor, performing arts, to travel to Addison, Texas, March 30-April 2, 2006, to participate in the University of North Texas Jazz Festival. Estimated cost: \$6,571.05. Funding source: \$5,600.00 from the general fund, and \$971.05 to be paid by the Vocal Jazz Ensemble.
- 13) Ms. Jodi Julian, associate professor, theatre arts, and Ms. Deborah Hall, coordinator student activities, to travel to Cedar City, Utah, February 13-18, 2006, to accompany approximately 35 students attending the Kennedy Centre American College Theatre Festival. Estimated cost: \$10,700.00. Funding sources: \$3,500.00 from ASRCC Contingency funds, \$2,200.00 from the ASRCC trust, and \$5,000.00 from the general fund.

Report No.: IV-A-7

Date: January 24, 2006

Subject: Out-of-State Travel

- 14) Ms. Anita Kinser, associate professor, nursing education, to travel to Tampa Bay, Florida, February 27-March 4, 2006, to attend the Human Patient Simulator Conference. Estimated cost: \$1,841.00. Funding source: Vocational Technical Education Act grant funds.
- 15) Ms. Jill Marks, project director, Gateway to College, to travel to Washington, D.C., February 8-10, 2006, to attend the Tech Prep Demo Project Directors meeting. Estimated cost: \$1,567.22. Funding source: Grant Funding Tech Prep funds.
- 16) Ms. Colleen Molko, associate director, grants and contract services, to travel to Washington, D.C., February 8-10, 2006, to attend the Tech Prep Demo Project Directors meeting. Estimated cost: \$1,567.22. Funding source: the Grant Funding Tech Prep funds.
- 17) Mr. Charles Richard, associate professor, performing arts, to travel to Slippery Rock, Pennsylvania, February 9-13, 2006, to conduct the Pennsylvania Honor Band (Jazz) and perform with the Slippery Rock University Jazz Ensemble. There is no cost to the District.
- 18) Ms. Gina Salazar, human resources administrative manager, human resources, to travel to Washington, D.C., March 18-22, 2006, to attend Datatel Users Group 2006 Conference. Estimated cost: \$2,097.14. Funding source: the general fund.
- 19) Dr. Ward Schinke, associate professor, and Dr. Dariush Haghighat, associate professor, political science, to travel to Cairo, Egypt, March 4-13, 2006, to accompany 13 students participating in the Cairo International Model United Nations. Estimated cost: \$20,697.00. Funding source: the general fund.
- 20) Ms. Kheesa Slaughter, educational advisor, and Ms. Angela Allison, Upward Bound coordinator, to travel to Washington, D.C., to accompany 17 students participating in the Spring Break College Tour. Estimated cost: \$24,400.00. Funding source: Upward Bound grant funds.
- Ms. Mitzi Sloniger, assistant professor, reading, to travel to Philadelphia, Pennsylvania, February 15-18, 2006, to attend the National Association for Developmental Education. Estimated cost: \$742.00. Funding sources: \$400.00 from the general fund, and \$342.00 to be paid by the employee.
- 22) Mr. Walter Stevens, associate professor, theatre arts, Norco Campus, to travel to Oxford, England, March 2-May 18, 2006, to participate in the International Education/Study Abroad Program Spring 2006. There is no cost to the District.

Report No.: IV-A-7

Date: January 24, 2006

<u>Subject</u>: Out-of-State Travel (continued)

- 23) Ms. Deborah Tompsett-Makin, assistant professor, political science, to travel to Oxford, England, March 2-May 18, 2006, to participate in the International Education/Study Abroad Program Spring 2006. There is no cost to the District.
- 24) Mr. Alejandro H. Torres, interim director, GEARUP/Passport Plus, to travel to San Antonio, Texas, February 12-15, 2006, to attend the National Council for Community and Education Partnerships/GEARUP Capacity Building Workshop 2006. Estimated cost: \$1,947.22. Funding source: Passport/GEARUP grant funds.
- 25) Ms. Luz M. Valenzuela, analyst, student financial services, to travel to Washington D.C., March 18-23, 2006, to attend the National Datatel Users Group 2006 Conference. Estimated cost: \$2,228.16. Funding source: Augmentation grant funds.
- 26) Ms. Eugenia Vincent, district dean, student financial services, to travel to Washington, D.C., March 18-23, 2006, to attend the National Datatel Users Group 2006 Conference. Estimated cost: \$2,404.70. Funding source: Augmentation grant funds.
- 27) Ms. Eugenia Vincent, district dean, student financial services, to travel to Salt Lake City, Utah, April 23-28, 2006, to attend the Western Association of Student Employment Administrators Conference. Estimated cost: \$1,248.85. Funding source: Augmentation grant funds.
- 28) Ms. Beth Watts, user support coordinator, information services, to travel to Fairfax, Virginia, February 26-March 2, 2006, to attend Academic Records and Registration Training. Estimated cost: \$3,662.80 Funding source: the general fund.
- 29) Ms. Debbie Whitaker-Meneses, associate dean, early childhood education, to travel to Denver, Colorado, March 28-Aprill, 2006, to attend the National Coalition for Campus Children's Centers Annual Conference. Estimated cost: \$1,480.63. Funding source: Fund for the Improvement of Education Grants.

Salvatore G. Rotella Chancellor

Prepared by: Michelle Haeckel Administrative Secretary III

Report No.: IV-A-9-a

Date: January 24, 2006

Subject: Surplus Property

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

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

Salvatore G. Rotella Chancellor

Prepared by: Rick Storti District Controller

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	COMPUTER - CPU PC	e4200-700	0018726577	015270
1	GATEWAY	COMPUTER - CPU PC	e4200-700	0018726630	015208
1	GATEWAY	COMPUTER - CPU PC	e4200-700	0018726633	015252
1	GATEWAY	COMPUTER - CPU PC	e4200-700	0018726641	015254
1	GATEWAY	MONITOR - 17 INCH	VX720	P005025269	015375
1	GATEWAY	MONITOR - 17 INCH	VX720	P005024819	015341
1	GATEWAY	MONITOR - 17 INCH	VX720	P005025175	015392
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745652	014762
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0019319299	015185
1	GATEWAY	MONITOR - 17 INCH FLATSCREEN	FPD1570	KUL5033D00836	016873
1	GATEWAY	MONITOR - 17 INCH	EV700	MU17026CM9369	017119
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0013728010	014302
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696552	010425
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696561	011754
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696564	011758
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696567	011149
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696573	011756
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696574	010266
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696577	011119
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696578	010271
1	GATEWAY	COMPUTER - CPU PC	E4200-400	1399751	013876
1	GATEWAY	COMPUTER - CPU PC	E4200-400	0013997531	013551
1	GATEWAY	COMPUTER - CPU PC	E3400	0022340018	018699
1	GATEWAY	COMPUTER - CPU PC	E3400-XL	0023815119	015514
1	GATEWAY	COMPUTER - CPU PC	E3110	0009931319	011462
1	GATEWAY	CPU - HOME USE	P5 120	5448673	009383
1	BEAR	ANALYZER ENGINE COMPLETE	PACE400	0TN0265	020314
1	MINOLTA	PHOTOCOPIER	EP4233	RF575ST	020538
1	GATEWAY	COMPUTER - CPU PC	E3200	1122108	011541
1	GATEWAY	COMPUTER - CPU PC	SELECT SB	0021886507	017361
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517356	014290
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517366	014291
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517370	014292
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517374	014293
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517343	014294
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517355	014295
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517368	014296
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517344	014297
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517360	014298
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517346	014299
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517340	014300
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517369	014301
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696559	010339
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517363	014264
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517373	014265
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517362	014266
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517347	014267
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517350	014268
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517348	014271
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517341	014272
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517367	014273
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517361	014274

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517376	014275
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517364	014277
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517353	014278
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517345	014280
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517365	014281
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517349	014282
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517371	014283
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517339	014284
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517375	014285
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517352	014286
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517357	014287
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517358	014288
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016517342	014289
1	GATEWAY	COMPUTER - CPU PC	E4200	0011263805	011710
1	GATEWAY	COMPUTER - CPU PC	E4200	0011263803	013913
1	GATEWAY	COMPUTER - CPU PC	E4200	1126381	011700
1	GATEWAY	COMPUTER - CPU PC	E4200	0011312393	011714
1	GATEWAY	COMPUTER - CPU PC	E4200	0012314760	011776
1	EVERCO	SERVICE AIR CONDITIONER	R12	684694	003488
1	AAMCO	ROTOR DRIVING UNIT	705	670	020529
1					
	GATEWAY	CPU W/MONITOR	E4200	00113997604	020543
1	OMEGA		CHROMB	57851	002230
1			DICHRO2	57855	002232
1	BESELER	ENLARGER	23DGA	TY599	002233
1	BESELER	ENLARGER	DICHRO2	HJ24044	002234
1	OMEGA	ENLARGER	DICHRO2	57853	002235
1	BESELER	ENLARGER	23DGA	TY542	002237
1	BESLER	ENLARGER	23DGA	57859	020332
1	GATEWAY	CPU W/MONITOR	3100	008135037	010179
1	TEKTRONIX	OSCILLOSCOPE	2445	KB3325616	000549
1	GATEWAY	CPU W/MONITOR	P5-120	5249688	008341
1	GATEWAY	CPU W/MONITOR	P5-120	5249739	008388
1	GATEWAY	CPU W/MONITOR	E3110	841314	011105
1	GATEWAY	CPU W/MONITOR	E3100	841315	011095
1	GATEWAY	CPU W/MONITOR	E4200	0011139338	013203
1	GATEWAY	CPU W/MONITOR	E4200	0011139332	011798
1	GATEWAY	CPU W/MONITOR	G6-200	003525378	009379
1	GATEWAY	CPU W/MONITOR	E4200	0011139335	013201
1	GATEWAY	CPU W/MONITOR	E3100	0008413039	011083
1	DELL	CPU W/MONITOR	OPGX110	4ANCM	015524
1	GATEWAY	CPU W/MONITOR	G6-200	003524330	009223
1	GATEWAY	CPU W/MONITOR	P5200	003525499	009453
1	GATEWAY	CPU W/MONITOR	P5200	003525492	009454
1	GATEWAY	CPU W/MONITOR	P5200	003525473	009498
1	GATEWAY	CPU W/MONITOR	P5200	003527453	009508
1	GATEWAY	CPU W/MONITOR	P5200	003527335	009512
1	GATEWAY	CPU W/MONITOR	P5200	000354566	009514
1	GATEWAY	CPU W/MONITOR	P5200	002387235	001041
1	GATEWAY	CPU W/MONITOR	P5-200	000537463	009488
1	GATEWAY	CPU W/MONITOR	E4200	0011139328	013204
1	GATEWAY	CPU W/MONITOR	E4200	0011139334	013211
1			E4200	005262430	013211

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU W/MONITOR	E4200	0011139336	013215
1	GATEWAY	CPU W/MONITOR	E4200	0011139326	013213
1	GATEWAY	CPU W/MONITOR	P5-120	000558865	008905
1	GATEWAY	CPU W/MONITOR	P5-120	000554783	000891
1	GATEWAY	CPU W/MONITOR	P5-120	000541593	008910
1	GATEWAY	CPU W/MONITOR	P5-120	000546851	008911
1	GATEWAY	CPU W/MONITOR	P5-120	000572324	008929
1	GATEWAY	CPU W/MONITOR	E4200	002537772	011723
1	GATEWAY	CPU W/MONITOR	E3110	0009964370	013657
1	GATEWAY	CPU W/MONITOR	E3110	0008690585	013607
1	GATEWAY	CPU W/MONITOR	E3110	003515539	013207
1	GATEWAY	CPU W/MONITOR	P5-166	0005243242	008967
1	GATEWAY	CPU W/MONITOR	E4200	0018599224	015871
1	GATEWAY	CPU W/MONITOR	E3110	002538793	010450
1	GATEWAY	CPU W/MONITOR	G6-200	003525392	009389
1	GATEWAY	CPU W/MONITOR	G6-200	003525488	009455
1	GATEWAY	CPU W/MONITOR	G6-200	000845566	009176
1	GATEWAY	COMPUTER - CPU PC	E4200	0011139327	013212
1	GATEWAY	COMPUTER - CPU PC	E3110	0009663653	013011
1	GATEWAY	COMPUTER - CPU PC	VIVITRON 15	8210778	011937
1	GATEWAY	CPU W/MONITOR	E3100	000524563	012509
1	GATEWAY	MONITOR - 17 INCH	VIVITRON	8079085	012510
1	GATEWAY	COMPUTER - CPU PC	4DX33	0035845351	020365
1	GATEWAY	CPU W/MONITOR	E4200	001137960	012191
1	GATEWAY	CPU W/MONITOR	E4200	0011137958	012194
1	GATEWAY	CPU W/MONITOR	E4200	0011137951	012188
1	GATEWAY	CPU W/MONITOR	E4200	001139320	013216
1	GATEWAY	MONITOR - 17 INCH	EV700	MU17026CM9783	001718
1	GATEWAY	MONITOR - 17 INCH	EV700	MU17026CM9376	017059
1	GATEWAY	MONITOR	VIVITRON 15	MUL54201nb68	009191
1	GATEWAY	CPU PC	P5	000542234	008922
1	GATEWAY	MONITOR - 17 INCH	EV-700	17004A712945	011568

Report No.: IV-A-9-b

Date: January 24, 2006

<u>Subject</u>: Notice of Completion – PE Track and Field Complex

<u>Background</u>: On November 16, 2004, the Board of Trustees awarded a contract to ASR Constructors for the PE Track & Field Complex Track and field in the amount of \$4,383,000. On October 18, 2005 the Board approved a change order for \$405,565, bringing the total cost to \$4,788,565. The Associate Vice Chancellor of Facilities reports that the project is now complete.

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

Salvatore G. Rotella Chancellor

To be recorded with County Recorder within 10 days after completion. No recording fee.

When recorded, return to: James L. Buysse, Vice Chancellor Administration and Finance Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506

NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

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

Project title or description of work:	PE Track and Field Complex
Date of completion:	January 24, 2006
Nature of owner:	Public School
Interest or estate of owner:	Fee Simple
Address of owner:	4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor:	ASR Constructors
Street address or legal description of	Site: 4800 Magnolia Avenue Riverside, CA 92506
Dated: January 24, 2006	Owner: <u>Riverside Community College District</u> (Name of public entity)

By:

President, Board of Trustees

STATE OF CALIFORNIA)) ss COUNTY OF RIVERSIDE)

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

Executed at Riverside, CA on January 24, 2006.

Backup IV-A-9-b January 24, 2006 Page 1 of 1

Report No.: IV-B-1

Date: January 24, 2006

Subject: Monthly Financial Report

<u>Background</u>: The Financial Report provides summary financial information, by Resource, for the period July 1, 2005 through November 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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Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
Special Revenue Funds	
Resource 3200 – Food Services	10
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Capital Projects Funds	
Resource 4100 – State Construction & Scheduled Maintenance	12
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Resource 4120 – Non-State Funded Capital Outlay Projects	14
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Internal Service Funds	
Resource 6100 – Health and Liability Self-Insurance	18
Resource 6110 – Workers Compensation Self-Insurance	19
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Associated Students of RCC	20
Student Financial Aid	21
RCCD Development Corporation	22

Report No.: IV-B-1

Date: January 24, 2006

<u>Subject</u>: Monthly Financial Report (cont'd)

<u>Information Only</u>: Attached for the Board's information is the Monthly Financial Report for the period ended November 30, 2005.

Salvatore G. Rotella Chancellor

Prepared by: Rick Storti District Controller

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

—	1-04 to 6-30-05 5 103,662,808 510,000 983,860 1,555,074	Budget \$ 113,954,558 450,000 1,123,870	Budget \$ 113,954,558 450,000 1,123,870	\$ Activity 44,181,573 112,500
Intrafund Transfer from District Bookstore (Resource 1110) Interfund Transfer from	510,000 983,860	450,000	450,000	\$
District Bookstore (Resource 1110) Interfund Transfer from	983,860			112,500
Interfund Transfer from	983,860			112,500
		1,123,870	1,123,870	
Self-Funded Equipment and		1,123,870	1,123,870	
Sen-runded Equipment and		1,123,870	1,123,870	
Facility Projects (Resource 4150)	1,555,074			280,967
General Obligation Bond Funded	1,555,074			
Capital Outlay (Resource 4160)		0	0	 0
Total Revenues \$	5 106,711,742	\$ 115,528,428	\$ 115,528,428	\$ 44,575,040
Expenditures				
Academic Salaries \$	48,089,863	\$ 54,502,666	\$ 54,471,558	\$ 19,215,226
Classified Salaries	20,330,195	24,702,912	24,704,712	8,969,969
Employee Benefits	17,958,103	20,527,817	20,528,040	6,169,954
Materials & Supplies	1,529,036	2,211,273	2,195,781	782,696
Services	9,404,781	12,269,080	12,223,322	4,048,245
Capital Outlay	1,331,282	3,897,996	6,088,331	637,320
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	641,731	665,157	665,157	166,289
Customized Solutions (Resource 1170)	173,470	173,470	173,470	43,367
EOPS (Resource 1190)	10,432	0	0	0
Federal Work Study (Resource 1190)	127,860	130,595	130,595	8,753
Matriculation (Resource 1190)	257,287	273,213	273,213	68,303
Charter School (Resource 1190)	40,229	0	0	0
Instr. Equipment Match (Resource 1190)	586,892	663,574	663,574	663,574
Performance Riverside (Resource 1090)	193,257	193,257	193,257	48,314
Interfund Transfer to:				
Resource 3300	320,000	220,000	220,000	110,000
Resource 6100	500,000	500,000	500,000	 500,000
Total Expenditures	5 101,494,418	\$ 120,931,010	\$ 123,031,010	\$ 41,432,010
Revenues Over (Under) Expenditures	5,217,324	\$ (5,402,582)	\$ (7,502,582)	\$ 3,143,030
Beginning Fund Balance	7,402,371	12,619,695	12,619,695	 12,619,695
Ending Fund Balance	5 12,619,695	\$ 7,217,113	\$ 5,117,113	\$ 15,762,725
Ending Cash Balance				\$ 18,809,617

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 04 to 6-30-05	 Adopted Budget	 Revised Budget	Y	ear to Date Activity
Revenues	\$ 2,083,612	\$ 2,093,694	\$ 2,093,694	\$	771,790
Expenditures					
Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$ 1,126,627 353,729 53,642 249,709 131,393	\$ 1,338,256 402,891 57,760 287,271 346,634	\$ 1,338,256 402,891 57,760 287,271 346,634	\$	456,921 109,038 13,371 91,714 32,503
Total Expenditures	\$ 1,915,100	\$ 2,432,812	\$ 2,432,812	\$	703,547
Revenues Over (Under) Expenditures	\$ 168,512	\$ (339,118)	\$ (339,118)	\$	68,243
Beginning Fund Balance	 784,079	 952,591	 952,591		952,591
Ending Fund Balance	\$ 952,591	\$ 613,473	\$ 613,473	\$	1,020,834
Ending Cash Balance				\$	1,042,269

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

Fund 12	Resource	1070 -	Student	Health	Services

	rior Year Actuals 14 to 6-30-05	Adopted Budget	Revised Budget	ar to Date Activity
Revenues	\$ 578,034	\$ 650,816	\$ 650,816	\$ 257,482
Expenditures				
Academic Salaries Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$ 115,176 229,494 44,401 21,929 81,448 831	\$ 133,623 299,161 60,034 45,900 82,511 8,800	\$ 133,623 299,161 60,034 45,900 82,511 8,800	\$ 29,096 75,167 14,250 6,955 56,788 4,624
Total Expenditures	\$ 493,279	\$ 630,029	\$ 630,029	\$ 186,880
Revenues Over (Under) Expenditures	\$ 84,755	\$ 20,787	\$ 20,787	\$ 70,602
Beginning Fund Balance	 333,088	 417,843	 417,843	 417,843
Ending Fund Balance	\$ 417,843	\$ 438,630	\$ 438,630	\$ 488,445
Ending Cash Balance				\$ 490,716

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 04 to 6-30-05	 Adopted Budget	 Revised Budget	ar to Date Activity
Revenues	\$ 1,002,094	\$ 1,059,424	\$ 1,059,424	\$ 549,117
Expenditures				
Academic Salaries Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$ 8,025 336,871 69,728 18,428 501,902 812	\$ 18,172 362,222 68,055 17,400 548,618 13,650	\$ 18,172 362,222 68,055 17,400 548,618 13,650	\$ 7,657 181,876 23,720 6,458 218,601 8,278
Total Expenditures	\$ 935,766	\$ 1,028,117	\$ 1,028,117	 446,590
Revenues Over (Under) Expenditures	\$ 66,328	\$ 31,307	\$ 31,307	\$ 102,527
Beginning Fund Balance	 15,549	 81,877	 81,877	 81,877
Ending Fund Balance	\$ 81,877	\$ 113,184	\$ 113,184	\$ 184,404
Ending Cash Balance				\$ 185,775

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

Fund 11, Resource 1090 - Performance Riverside

	rior Year Actuals)4 to 6-30-05	Adopted Budget	 Revised Budget	ear to Date Activity
Revenue Intrafund Transfer from	\$ 685,697	\$ 710,675	\$ 710,675	\$ 419,383
General Operating (Resource 1000)	 193,257	 193,257	 193,257	 48,314
Total Revenues	\$ 878,954	\$ 903,932	\$ 903,932	\$ 467,697
Expenditures				
Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$ 241,983 67,876 38,965 528,638 0	\$ 270,710 82,532 41,556 507,134 0	\$ 270,710 82,532 40,188 507,134 1,368	\$ 113,042 25,799 20,962 312,981 1,408
Total Expenditures	\$ 877,462	\$ 901,932	\$ 901,932	\$ 474,192
Revenues Over (Under) Expenditures	\$ 1,492	\$ 2,000	2,000	\$ (6,495)
Beginning Fund Balance	 (532,660)	 (531,168)	 (531,168)	 (531,168)
Ending Fund Balance	\$ (531,168)	\$ (529,168)	\$ (529,168)	\$ (537,663)
Ending Cash Balance				\$ (534,274)

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	rior Year Actuals 14 to 6-30-05	Adopted Budget	Revised Budget	ar to Date Activity
Revenues	\$ 837,758	\$ 843,144	\$ 843,144	\$ 131,510
Expenditures				
Classified Salaries Employee Benefits	\$ 4,541 521	\$ 0 0	\$ 0 0	\$ 0 0
Services Interfund Transfer to	29,751	31,050	31,050	44
Food Services (Resource 3200) Intrafund Transfer to	326,930	356,930	356,930	81,733
General Operating (Resource 1000)	 510,000	 450,000	 450,000	 112,500
Total Expenditures	\$ 871,743	\$ 837,980	\$ 837,980	\$ 194,277
Revenues Over (Under) Expenditures	\$ (33,985)	\$ 5,164	\$ 5,164	\$ (62,767)
Beginning Fund Balance	 121,618	 87,633	 87,633	 87,633
Ending Fund Balance	\$ 87,633	\$ 92,797	\$ 92,797	\$ 24,866
Ending Cash Balance				\$ 24,866

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

Fund	11, Res	ource 1170 - 0	Custo	mized Soluti	<u>ons</u>		
		rior Year Actuals)4 to 6-30-05		Adopted Budget		Revised Budget	ar to Date Activity
Revenue Intrafund Transfer from	\$	223,606	\$	890,902	\$	890,902	\$ 38,300
General Operating (Resource 1000)		173,470		173,470		173,470	 43,367
Total Revenue	\$	397,076	\$	1,064,372	\$	1,064,372	\$ 81,667
Expenditures							
Academic Salaries	\$	2,014	\$	49,588	\$	49,588	\$ 0
Classified Salaries		121,499		124,150		124,150	46,074
Employee Benefits		39,915		51,355		51,355	11,161
Materials & Supplies		8,163		61,267		61,267	1,921
Services		111,167		545,127		545,127	49,330
Capital Outlay		573		574		574	 0
Total Expenditures	\$	283,331	\$	832,061	\$	832,061	\$ 108,487
Revenues Over (Under) Expenditures	\$	113,745	\$	232,311	\$	232,311	\$ (26,819)
Beginning Fund Balance		(27,044)		86,701		86,701	 86,701
Ending Fund Balance	\$	86,701	\$	319,012	\$	319,012	\$ 59,882
Ending Cash Balance							\$ 60,799

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 04 to 6-30-05	 Adopted Budget	 Revised Budget	Y	ear to Date Activity
Revenues	\$ 650,860	\$ 670,200	\$ 670,200	\$	25,452
Expenditures					
Services	\$ 130,487	\$ 156,100	\$ 156,100	\$	68,515
Total Expenditures	\$ 130,487	\$ 156,100	\$ 156,100	\$	68,515
Revenues Over (Under) Expenditures	\$ 520,373	\$ 514,100	\$ 514,100	\$	(43,063)
Beginning Fund Balance	 1,651,823	 2,172,196	 2,172,196		2,172,196
Ending Fund Balance	\$ 2,172,196	\$ 2,686,296	\$ 2,686,296	\$	2,129,133
Ending Cash Balance				\$	2,129,133

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 15,378,144	\$ 18,156,797	\$ 18,192,597	\$ 4,462,866
Interfund Transfer from Self Funded Equip.	. , ,	. , ,	. , ,	
and Facilities Projects (Resource 4150)				
For Instructional Equipment Match	11,073	0	0	0
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	641,731	665,157	665,157	166,289
For EOPS	10,432	0	0	0
For Federal Work Study	127,860	130,595	130,595	8,753
For Matriculation	257,287	273,213	273,213	68,303
For Gateway to College	40,229	0	0	0
For Instructional Equipment	586,892	663,574	663,574	663,574
Total Revenues	\$ 17,053,648	\$ 19,889,336	\$ 19,925,136	\$ 5,369,785
Expenditures				
Academic Salaries	\$ 3,028,648	\$ 3,271,665	\$ 3,301,940	\$ 1,109,380
Classified Salaries	4,136,893	5,245,455	5,130,007	1,905,670
Employee Benefits	2,092,018	2,531,666	2,533,057	658,629
Materials & Supplies	1,292,608	1,348,670	1,430,264	178,429
Services	3,097,687	4,378,137	4,432,209	477,279
Capital Outlay	3,100,696	2,707,351	2,688,267	992,318
Scholarships	68,794	194,466	197,466	31,931
Student Grants (Financial,				
Book, Meal, Transportation)	236,304	211,926	211,926	102,571
Total Expenditures	\$ 17,053,648	\$ 19,889,336	\$ 19,925,136	\$ 5,456,208
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (86,423)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (86,423)
Ending Cash Balance				\$ (1,136,132)

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

Fund 32	Resource 3	200 - Food	Services
-			

	_	Prior Year Actuals 04 to 6-30-05	 Adopted Budget	 Revised Budget	ear to Date Activity
Revenue	\$	1,292,842	\$ 1,260,600	\$ 1,260,600	\$ 483,818
Interfund Transfers from					
Contractor-Operated					
Bookstore (Resource 1110)		326,930	 356,930	 356,930	 81,733
Total Revenues	\$	1,619,772	\$ 1,617,530	\$ 1,617,530	\$ 565,551
Expenditures					
Classified Salaries	\$	557,682	\$ 651,093	\$ 651,093	\$ 227,083
Employee Benefits		188,406	256,996	256,996	65,575
Materials & Supplies		711,968	694,892	694,731	271,925
Services		103,126	91,245	91,245	22,786
Capital Outlay		15,175	 0	 161	 161
Total Expenditures	\$	1,576,357	\$ 1,694,226	\$ 1,694,226	\$ 587,531
Revenues Over (Under) Expenditures	\$	43,415	\$ (76,696)	\$ (76,696)	\$ (21,979)
Beginning Fund Balance		252,534	 295,949	 295,949	 295,949
Ending Fund Balance	\$	295,949	\$ 219,253	\$ 219,253	\$ 273,970
Ending Cash Balance					\$ 248,009

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals 7-1-04 to 6-30-05		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	769,518	\$	1,004,906	\$	1,004,906	\$	306,681
Interfund Transfer from General Operating (Resource 1000)		320,000		220,000		220,000		110,000
Total Revenues	\$	1,089,518	\$	1,224,906	\$	1,224,906	\$	416,681
Expenditures								
Academic Salaries	\$	642,370	\$	758,229	\$	758,229	\$	277,403
Classified Salaries		150,789		138,501		138,501		57,065
Employee Benefits		166,198		183,453		183,453		56,465
Materials & Supplies		48,903		58,032		57,558		15,807
Services		48,413		53,030		53,030		14,273
Capital Outlay		841		0		474		468
Total Expenditures	\$	1,057,514	\$	1,191,245	\$	1,191,245	\$	421,481
Revenues Over (Under) Expenditures	\$	32,004	\$	33,661	\$	33,661	\$	(4,800)
Beginning Fund Balance		(1,455)		30,549		30,549		30,549
Ending Fund Balance	\$	30,549	\$	64,210	\$	64,210	\$	25,749
Ending Cash Balance							\$	31,763

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

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

]	Prior Year					
		Actuals	Adopted		Revised	Ye	ear to Date
	7-1-	04 to 6-30-05	 Budget	Budget		Activity	
Revenues Intrafund Transfer from General Obligation	\$	5,865,981	\$ 12,588,459	\$	12,588,459	\$	0
Bond Funded Projects (Resource 4160)		322,000	 0		0		0
Total Revenues	\$	6,187,981	\$ 12,588,459	\$	12,588,459	\$	0
Expenditures Materials & Supplies Services Capital Outlay	\$	67,674 4,573 5,512,698	\$ 12,514 1,600 13,317,817	\$	13,768 6,531 13,311,632	\$	4,376 82 180,509
Total Expenditures	\$	5,584,945	\$ 13,331,931	\$	13,331,931	\$	184,966
Revenues Over (Under) Expenditures	\$	603,036	\$ (743,472)	\$	(743,472)	\$	(184,966)
Beginning Fund Balance		140,436	 743,472		743,472		743,472
Ending Fund Balance	\$	743,472	\$ 0	\$	0	\$	558,506
Ending Cash Balance						\$	(914,905)

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

Fund 41, Res	ource	4110 - Child I	Develo	opment Cente	er Cap	<u>ita</u> l		
	Prior Year Actuals 7-1-04 to 6-30-05		Adopted Budget			Revised Budget	Year to Date Activity	
Revenues	\$	9,081	\$	1,200	\$	1,200	\$	577
Expenditures								
Services Capital Outlay	\$	2,450 324,482	\$	0 47,911	\$	0 47,911	\$	0 860
Total Expenditures	\$	326,932	\$	47,911	\$	47,911	\$	860
Revenues Over (Under) Expenditures	\$	(317,851)	\$	(46,711)	\$	(46,711)	\$	(283)
Beginning Fund Balance		364,562		46,711		46,711		46,711
Ending Fund Balance	\$	46,711	\$	0	\$	0	\$	46,428
Ending Cash Balance							\$	46,428

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

Fund 41, Resour	rce 4120 - 1	Non-State Fi	inded (Capital Out	lay Proj	<u>ects</u>		
	I	ior Year Actuals 4 to 6-30-05	Adopted Budget			evised udget	Year to Date Activity	
Revenues	\$	11,558	\$	200	\$	200	\$	1
Expenditures								
Capital Outlay	\$	11,390	\$	0	\$	0	\$	0
Total Expenditures	\$	11,390	\$	0	\$	0	\$	0
Revenues Over (Under) Expenditures	\$	168	\$	200	\$	200	\$	1
Beginning Fund Balance		317		485		485		485
Ending Fund Balance	\$	485	\$	685	\$	685	\$	486
Ending Cash Balance							\$	487

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

Fund 41, Resource 4130 - La Sierra Capital											
	Prior Year Actuals 7-1-04 to 6-30-05		Adopted Budget		Revised Budget		Year to Date Activity				
Revenues	\$	137,262	\$	223,000	\$	223,000	\$	16,774			
Expenditures											
Services Capital Outlay	\$	109,572 1,294,496	\$	18,893 2,299,587	\$	18,893 2,299,587	\$	5,996 1,826			
Total Expenditures	\$	1,404,068	\$	2,318,480	\$	2,318,480	\$	7,822			
Revenues Over (Under) Expenditures	\$	(1,266,806)	\$	(2,095,480)	\$	(2,095,480)	\$	8,952			
Beginning Fund Balance		7,379,836		6,113,030		6,113,030		6,113,030			
Ending Fund Balance	\$	6,113,030	\$	4,017,550	\$	4,017,550	\$	6,121,982			
Ending Cash Balance							\$	6,121,982			

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

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

	Prior Year Actuals 04 to 6-30-05	 Adopted Budget	 Revised Budget	Y	ear to Date Activity
Revenue	\$ 32,172	\$ 8,000	\$ 8,000	\$	3,061
Expenditures Interfund Transfers to:					
General Operating (Resource 1000)	\$ 983,860	\$ 1,123,870	\$ 1,123,870	\$	280,967
Grants & Categorical Programs (Resource 1190)	11,072	 0	 0		0
Total Expenditures	\$ 994,932	\$ 1,123,870	\$ 1,123,870	\$	280,967
Revenues Over (Under) Expenditures	\$ (962,760)	\$ (1,115,870)	\$ (1,115,870)	\$	(277,906)
Beginning Fund Balance	 2,078,630	 1,115,870	 1,115,870		1,115,870
Ending Fund Balance	\$ 1,115,870	\$ 0	\$ 0	\$	837,964
Ending Cash Balance				\$	837,964

General Obligation Bond Funded Capital Outlay Projects 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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,030,586	\$ 1,200,000	\$ 1,200,000	\$ 138,302
Proceeds from General Obligation Bond				
Series A and B	132,290,322	0	0	0
Total Revenues	\$ 133,320,908	\$ 1,200,000	\$ 1,200,000	\$ 138,302
Expenditures				
Materials & Supplies	\$ 83,190	\$ 50,000	\$ 50,000	\$ 13,131
Services	1,784,826	211,600	410,573	77,681
Capital Outlay	11,078,831	23,798,596	28,392,984	5,322,880
Debt Service	69,269,349	0	0	0
Intrafund Transfers to:				
State Construction (Resource 4100)	322,000	0	0	0
Total Expenditures	\$ 82,538,196	\$ 24,060,196	\$ 28,853,557	\$ 5,413,692
Revenues Over (Under) Expenditures	\$ 50,782,712	\$ (22,860,196)	\$ (27,653,557)	\$ (5,275,390)
Beginning Fund Balance	0	50,782,712	50,782,712	50,782,712
Ending Fund Balance	\$ 50,782,712	\$ 27,922,516	\$ 23,129,155	\$ 45,507,322
Ending Cash Balance				\$ 45,737,954

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

Fund 61, Reso	ource	6100 - Health	and	Liability Self-	Insur	<u>anc</u> e		
	Prior Year Actuals 7-1-04 to 6-30-05		Adopted Budget		Revised Budget		Y	ear to Date Activity
Revenues Interfund transfer from	\$	3,950,696	\$	4,190,007	\$	4,190,007	\$	1,866,469
General Operating (Resource 1000) Intrafund transfer from		500,000		500,000		500,000		500,000
Workers' Compensation (Resource 6110)		102,097		0		0		0
Total Revenue	\$	4,552,793	\$	4,690,007	\$	4,690,007	\$	2,366,469
Expenditures								
Classified Salaries Employee Benefits Materials & Supplies Services Capital Outlay	\$	127,413 44,656 3,224 3,244,838 2,347	\$	140,023 45,324 3,900 4,169,050 5,000	\$	140,023 45,324 3,900 4,169,050 5,000	\$	57,117 14,311 1,783 1,483,621 839
Total Expenditures	\$	3,422,478	\$	4,363,297	\$	4,363,297	\$	1,557,671
Revenues Over (Under) Expenditures	\$	1,130,315	\$	326,710	\$	326,710	\$	808,797
Beginning Fund Balance		(1,019,434)		110,881		110,881		110,881
Ending Fund Balance	\$	110,881	\$	437,591	\$	437,591	\$	919,678
Ending Cash Balance							\$	2,426,062

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

Fund 61, Resource 6110 - Workers' Compensation Self-Insurance										
	Prior Year Actuals 7-1-04 to 6-30-05		Adopted Budget		Revised Budget		Y	ear to Date Activity		
Revenues	\$	892,076	\$	1,057,882	\$	1,057,882	\$	410,565		
Expenditures										
Classified Salaries Employee Benefits Materials & Supplies Services Intrafund Transfer to	\$	43,316 15,548 205 869,807	\$	47,502 15,384 500 1,175,000	\$	47,502 15,384 500 1,175,000	\$	18,455 4,570 617 528,983		
Health & Liability Self Ins (Resource 6100)		102,097		0		0		0		
Total Expenditures	\$	1,030,973	\$	1,238,386	\$	1,238,386	\$	552,626		
Revenues Over (Under) Expenditures	\$	(138,897)	\$	(180,504)	\$	(180,504)	\$	(142,061)		
Beginning Fund Balance		945,280		806,383		806,383		806,383		
Ending Fund Balance	\$	806,383	\$	625,879	\$	625,879	\$	664,322		
Ending Cash Balance							\$	1,564,227		

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

Associated Students of RCC											
	Prior Year Actuals 7-1-04 to 6-30-05		Adopted Budget		Revised Budget		Y	ear to Date Activity			
Revenues	\$	644,906	\$	625,000	\$	625,000	\$	282,586			
Expenditures											
Materials & Supplies Other Outgo	\$	526,702 (19,309)	\$	625,000 0	\$	625,000 0	\$	267,247 (18,830)			
Total Expenditures	\$	507,393	\$	625,000	\$	625,000	\$	248,417			
Revenues Over (Under) Expenditures	\$	137,513	\$	0	\$	0	\$	34,169			
Beginning Fund Balance		874,097		1,011,610		1,011,610		1,011,610			
Ending Fund Balance	\$	1,011,610	\$	1,011,610	\$	1,011,610	\$	1,045,779			
Ending Cash Balance							\$	1,962,478			

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

Student Financial Aid

	Prior Year Actuals 7-1-04 to 6-30-05		Adopted Budget			Revised Budget	Year to Date Activity		
Revenues	\$ 15,	316,879	\$	15,092,512	\$	15,092,512	\$	6,370,555	
Expenditures									
Other Scholarships and Grant	• • • •		¢		¢	12 000 510	¢	- -	
Reimbursements	\$ 15,	316,879	\$	15,092,512	\$	15,092,512	\$	6,179,018	
Total Expenditures	\$ 15,	316,879	\$	15,092,512	\$	15,092,512	\$	6,179,018	
Revenues Over (Under) Expenditures	\$	0	\$	0	\$	0	\$	191,537	
Beginning Fund Balance		0		0		0		0	
Ending Fund Balance	\$	0	\$	0	\$	0	\$	191,537	
Ending Cash Balance							\$	214,583	

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.

<u>RCCD Development Corporation</u>

	Prior Year Actuals 7-1-04 to 6-30-05		Adopted Budget		Revised Budget	Year to Date Activity		
Revenues	\$	16	\$ 0	\$	0	\$	7	
Expenditures								
Services	\$	20	\$ 0	\$	0	\$	0	
Total Expenditures	\$	20	\$ 0	\$	0	\$	0	
Revenues Over (Under) Expenditures	\$	(4)	\$ 0	\$	0	\$	7	
Beginning Fund Balance		16,240	 16,236		16,236		16,236	
Ending Fund Balance	\$	16,236	\$ 16,236	\$	16,236	\$	16,243	
Ending Cash Balance						\$	16,243	

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-a

Date: January 24, 2006

<u>Subject</u>: Revised Regulations for Student Discipline and Due Process – Policy and Regulations 6080 – First Reading

<u>Background</u>: Regulations 6080 was adopted on November 1, 1983. The first revision was approved on May 19, 1998, and the second revision was approved on December 14, 2004. The purpose of the present revision is to reflect college administrators' roles and update the wording to ensure that Riverside Community College District Board Policy is in compliance with Assembly Bill 1088 and California Education Code 67385.7. Assembly Bill 1088 was approved by the Governor of California and filed with the Secretary of State on October 7, 2005. While Regulation 6080 covers standards of student conduct, disciplinary actions, and grievance procedures, it does not directly address the state legislated implementation of Assembly Bill 1088.

Under Standards of Student Conduct in Regulation 6080, on page 3, Section II., 9, add subsection a. In an effort to encourage victims to report assaults, the following exception will be made. If the assault occurred on District property or during any of the aforementioned District activities, the victim of a sexual assault will not be disciplined for the use, possession, or being under the influence of alcoholic beverages or controlled substances at the time of the incident.

The proposed changes will make certain RCCD Board Policy is in compliance with AB 1088 and California Education Code 67385.7.

<u>Recommended Action</u>: It is recommended that the Board of Trustees accept the revised Regulations 6080 for first reading and approve the prevention and educational information regarding sexual violence as required by Assembly Bill 1088 to be posted on the Riverside Community College District website and presented at District College orientations.

> Salvatore G. Rotella Chancellor

Prepared by: Linda Lacy Vice Chancellor, Student Services and Operations

RIVERSIDE COMMUNITY COLLEGE DISTRICT

STUDENT DISCIPLINE AND DUE PROCESS

The Riverside Community College District recognizes the importance of student discipline and due process. To this end, the District has established regulations for standards of student conduct and disciplinary procedures which, when followed, assure students their due process rights.

Submitted to Board for First Reading	9-6-83
Approved by Board	11-1-83

Education Code Sections: 76030-76037

Adopted:	November 1, 1983
Amended:	May 19, 1998
	December 14, 2004

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 6080, Student Discipline and Due Process

- I. Responsibility
 - A. The President Chief Educational Officer of the College is responsible for establishing appropriate procedures for the administration of disciplinary actions. All parties will attempt to resolve matters of student grievance or student discipline by following the procedures below.
 - B. The Vice President of Chief Student Services Officer will be responsible for the overall implementation of the regulations which are specifically related to all nonacademic, student related matters.
 - C. The Vice President of Chief Instructional Officer will be responsible for the overall implementation of the regulations which are specifically related to class activities or academic matters.
 - D. For matters involving the prohibition of discrimination and the prohibition of sexual harassment, Board Policy 3099/4099 Affirmative Action and Staff Diversity and/or Board Policy 3110/4110/6110 Prohibition of Sexual Harassment, the concern should be referred to the District's Affirmative Action Officer. Board Policy 6080 does not apply to such matters.
 - E. The definitions of cheating and plagiarism and the penalties for violating standards of student conduct pertaining to cheating and plagiarism will be published in all schedules of classes, the college catalog, the student handbook, and the faculty handbook. Faculty members are encouraged to include the definitions and penalties in their course syllabi.
- II. Standards of Student Conduct
 - A. Student conduct must conform to District policy and regulations and College procedures. Violations of such regulations and procedures for which students are subject to disciplinary action include, but are not limited to, the following:
 - 1. Disobedience to directions of District officials (including faculty) acting in the performance of their duties.
 - 2. Violation of District rules and regulations, including those concerning student organizations, the use of District facilities, or the time, place, and manner of public expression or distribution of materials.

- 3. Various forms of dishonesty, including but not limited to:
 - a. Plagiarism: Presenting another person's language (spoken or written), ideas, artistic works or thoughts, as if they were one's own;
 - b. Cheating: Use of information not authorized by the instructor for the purpose of obtaining a grade. Examples include, but are not limited to, notes, recordings, and other students' work;
 - c. Furnishing false information to the District for purposes such as admission, enrollment, financial assistance, athletic eligibility, transfer, or alteration of official documents.
- 4. Forgery, alteration, or the unauthorized possession or use of District documents, records, or identification.
- 5. Unauthorized entry to or use of any District facilities.
- 6. Obstruction or disruption of District administrative functions, classes, disciplinary procedures, or any other authorized District activities.
- Theft of, or damage to, property belonging to the District, a staff member of the college community District or a visitor to the campus District while at any on campus District location, off campus class site, or at any District sponsored event.
- 8. Theft of, **or** other abuse of, District facilities and/or computing equipment including, but not limited to, the following:
 - a. Unauthorized entry into a file to use, read, or change contents, or for any other purpose;
 - b. Unauthorized transfer of a file;
 - c. Unauthorized use of another individual's identification or password;
 - d. Unauthorized use of phone or electronic devices such as FAX, modem, etc.;
 - e. Use of computing facilities **and/or equipment** to interfere with the work of another student, or District official employee;

- f. Use of computing facilities **and/or equipment** to send or receive obscene or abusive messages;
- g. Use of computing facilities **and/or equipment** to interfere with normal operations of the District computing system.
- 9. Disorderly, lewd, indecent, or obscene conduct or expression on District property or at a District sponsored or supervised activity which interferes with the District's educational responsibility.
- Use, possession, distribution or being under the influence of alcoholic beverages, controlled substance(s) or poison(s) classified as such by Schedule D (Section 4160 of the Business and Professions Code) while at any on-campus District location, any off-campus District class site, or during any District sponsored activity, trip, or competition.
 - a. In accordance with Section 67385.7 of the Education Code and in an effort to encourage victims to report assaults the following exception will be made. The victim of a sexual assault will not be disciplined for the use, possession, or being under the influence of alcoholic beverages or controlled substances at the time of the incident if the assault occurred on District property or during any of the aforementioned District activities.
- 11. Harassment and abuse, directed toward individuals and groups, which may include at least **one of** the following forms: the use or threat of physical violence, coercion, intimidation, verbal or written harassment and abuse, and unwanted physical contact of any sort.
- 12. Assault or battery, abuse, or any threat of force or violence directed toward any member of the District community or any campus visitor.
- 13. Possession, while on a District campus property or at an off-campus District class site, or at a District-sponsored function, of any explosives or weapons, (except by persons given permission by the President Chief Educational Officer of the College or member of law enforcement agencies, acting in their official capacities.)
- 14. Use or possession of any article, not usually designated as a weapon, to threaten bodily harm.

- 15. Use of an electronic recording or any other communications device (such as walkmans, cellular phones, pagers, recording devices, etc.) in the classroom without the permission of the instructor.
- 16. The President Chief Educational Officer of the College may at any time promulgate additional rules or modify or clarify the foregoing rules.
- B. Campus District College Regulations
 - 1. Students are not permitted to eat or drink in classrooms.
 - 2. Smoking of any form of tobacco or use of non-tobacco products is prohibited in all District buildings, on District grounds, in all District vehicles, at any activity or athletic event and on all property owned, leased, or rented by or from the District, unless a tobacco use area has been designated (Board Policy 6230, 3230, and 4230).
 - 3. Gambling is not permitted on campus **District property**. Card playing or similar activities are prohibited except in a designated campus game or recreation area.
 - 4. Dogs (with the exception of guide dogs) and other pets are not allowed on campus District property.
 - Printed materials to be distributed or posted must be approved for distribution by campus the College Student Activities Office. Advertisement flyers and related literature may not be distributed or placed on vehicles parked in District sites.
 - 6. In accordance with Sections 32050, 32051, and 32052 of the Education Code, the practice of hazing by organizations or individuals, either on or off the campus **District property**, is strictly prohibited.
 - 7. Students must be fully attired, including shoes or sandals, while in the classroom or on the campus **District property**.
 - 8. Library books and materials must be returned in a timely manner.
 - 9. Use of audio equipment on the campus **District property** in public areas is restricted to personal headphones or preapproved authorized activities.

- 10. Except for authorized police bicycle patrols, the riding/use of bicycles, motorcycles, or motorized vehicles is limited to paved streets or thoroughfares normally used for vehicular traffic. In addition, the riding/use of all types of skates, skateboards, scooters, or other such conveyances is prohibited on *campus* **District property**, except for approved activities.
- 11. Only students enrolled in **the** Riverside Community College **District** are allowed to attend classes. Therefore, the presence in classrooms or laboratories of unenrolled individuals is prohibited. Occasionally, visitors to classrooms may be permitted when approved by the faculty member.

III. Disciplinary Action

- A. Any student who disrupts the orderly operation of a District campus, or who violates the standards of student conduct, is subject to disciplinary action.
 Such action may be implemented by the President Chief Educational Officer of the College or designee.
- B. The various types of disciplinary actions are set forth hereafter: The District may utilize any level of discipline without previously using a lower level of discipline and may utilize more than one type of discipline in an appropriate case if appropriate.
 - 1. Verbal Warning: This is a notice to the student that continuation or repetition of specified conduct may be cause for other disciplinary action.
 - 2. Reprimand: This includes a written statement and/or a probationary period to be specified by the **President Chief Educational Officer** of the College or designee for violation of specified rules. The reprimand serves to place on record that a student's conduct in a specific instance did not meet the standards expected by the District. It also specifies the steps necessary to correct the inappropriate conduct and to terminate the probation, if probation has been imposed. A person placed on probation is notified that this is a warning and that continued conduct of the type described in the reprimand may result in further disciplinary action against the student.
 - 3. Social Suspension: Social suspension limits a student's attendance on campus District property to his/her scheduled class hours. This limitation of District privileges will be set forth in the notice of social suspension for a specified period of time. The imposition of social suspension involves written notification to the student(s) and, if

necessary, the advisor of the organization involved of is **and** the reason for social suspension.

- 4. "Temporary Suspension": This suspension is invoked by a classroom instructor due to student misconduct in the classroom. The student may be removed from class the day of the occurrence and the subsequent class period. If such suspension occurs, the instructor will immediately notify the appropriate Department Chairperson and/or campus College Dean of Instruction who will in turn notify the campus College Dean of Student Services.
- 5. Interim Suspension: Interim suspension may be invoked prior to a hearing to protect the safety and welfare of the District. This is an interim suspension from all campus **District** privileges including class attendance. Interim suspension is limited to that period of time necessary to resolve the problems that originally required the interim suspension, and in any case, no more than a maximum of ten (10) instructional days. The student will be afforded the opportunity for a formal hearing within ten (10) instructional days of imposition of the interim suspension.
- 6. Restitution: This is financial reimbursement to the District for damage or misappropriation of property. Reimbursement may also take the form of appropriate service to repair or otherwise compensate for damage.
- 7. Disciplinary Suspension: Disciplinary suspension is a suspension of all campus **District** privileges including class attendance and may be imposed by the **President Chief Educational Officer** of the College, or designee, following a formal hearing for misconduct when other corrective measures have failed or when the seriousness of the situation warrants such action. Disciplinary suspension will not be more than ten (10) instructional days.
- 8. Extended Suspension: The President Chief Educational Officer of the College, or designee, may suspend a student for good cause from all classes and activities of the District for one or more terms.
- Expulsion: An expulsion is a long term or permanent denial of all campus District privileges including class attendance. The Board of Trustees may expel a student upon recommendation of the President Chief Educational Officer of the District College.
- C. For instances of academic dishonesty, a faculty member may take any one of the following actions:

- 1. The faculty member may reduce the score on test(s) or assignment(s), reduce the grade in the course, fail the student in the course and/or recommend to the appropriate administrative officer College Dean of Instruction that the student be suspended from the course. If course suspension is recommended, the administrative officer College Dean of Instruction will review the information regarding the charge of academic dishonesty, notify the student, and prescribe appropriate due process procedures.
- 2. If the suspension is upheld the administrative officer College Dean of Instruction will make note of the offense in the student's educational records. A second instance of academic dishonesty may result in expulsionary proceedings. Any enrollment, tuition, and other applicable fees will not be refunded as a result of disciplinary action for academic misconduct.
- IV. Student Grievance Procedure

The purpose of a student grievance procedure is to provide a process by which student-related issues may be resolved in a fair and efficient manner following due process. The procedure is intended to achieve an equitable solution to an issue with due regard for the rights of the student, the faculty, the student body, and the District.

A. Procedure Relating To Disciplinary Action

In all cases when the President Chief Educational Officer of the College or designee has initiated disciplinary action, the student, within five (5) instructional days following notification of the action, may convey to the appropriate Vice President Chief Instructional Officer or Chief Student Services Officer, in writing:

- 1. Concurrence with the decision, or
- 2. A grievance challenging the action.

Absence of any communication after the five day limit from the student indicates concurrence with the decision.

B. General Grievance Process

Student grievances (other than for discipline) will be processed in the following manner:

1. Consultation Process

- a. Prior to any formal hearing, a student will be encouraged to contact the appropriate faculty or staff member and attempt, in good faith, to resolve the concern through the consultative process. If a student is unsure of the appropriate faculty or staff member to contact, he or she should contact the campus College Dean of Instruction, or campus College Dean of Student Services for nonacademic matters, who will direct the student to the appropriate staff member. In cases where either the student or faculty/staff member prefers to meet in the presence of a third party, he/she will contact the above mentioned administrators. The College Dean of Instruction or the College Dean of Student Services will either serve as the third party or designate someone for this purpose.
- b. If the issue is not resolved by the affected parties, the student may request an informal consultation with the appropriate department chairperson, dean or director.
- c. If the issue is not resolved with the appropriate department chairperson, dean or director, the student may request an informal consultation with the campus College Dean of Instruction or campus College Dean of Student Services.
- d. If the issue is not resolved with the appropriate dean, the student may request an informal consultation with the appropriate District Vice President administrator.
 - For academic matters, the conference will be with the Vice President of Academic Affairs College Chief Instructional Officer.
 - (2) For nonacademic matters, the conference will be with the Vice President of **College Chief** Student Services **Officer**.
- e. The Vice President College Chief Instructional Officer or Chief Student Services Officer will convey a decision to all affected parties.
- f. If the issue is not resolved at the informal consultation, the student may file a formal, written grievance requesting a formal hearing within thirty (30) instructional days of hearing from the Vice President College Chief Instructional Officer or Chief Student Services Officer. The student will direct

this letter to the appropriate Vice President College Chief Instructional Officer or Chief Student Services Officer. The time limit for students to file a formal written grievance will be 120 days from the date of the incident giving rise to the grievance.

- 2. Formal Hearing
 - a. Upon receipt of a written request for a formal hearing, the Vice President **College Chief Instructional Officer or Chief Student Services Officer** will arrange for the hearing within a reasonable time period not to exceed twenty (20) instructional days. The written request should contain a statement detailing the grievance to be resolved, and the action or remedy requested. The Vice President **College Chief Instructional Officer or Chief Student Services Officer** will forward signed copies of all written grievances to the faculty member being grieved within seven (7) instructional days.
 - b. A grievance withdrawn from the formal hearing stage will be deemed without merit and cannot be refiled.
 - c. The formal hearing will be conducted before the **College** Student Grievance Committee. This committee will be composed as follows:
 - (1) Two students appointed by the ASRCC **College** President.
 - (2) Two faculty members appointed by the **College** Academic Senate President.
 - (3) Two managers appointed by the President Chief Educational Officer of the College.
 - (4) The President Chief Educational Officer or his/her designee – a person who has received training in proper procedures – will serve as chair of the committee.
 - d. The **College** Student Grievance Committee will:
 - (1) Set a reasonable time limit for the hearing.
 - (2) Receive signed written statements from both student and faculty involved in the grievance specifying all

pertinent facts relevant to the case in question, a copy of which will be given to the other party with due notification of rights and responsibilities in the procedure for disposing of the case.

- (3) Transmit to all parties a written list of intended areas of inquiry to be asked at hearings or interviews at least 72 hours in advance of the hearing.
- (4) Allow each party the right to be assisted at the hearing by a student or staff member of the District College whose participation will be limited to directly advising the student or staff member. If there is a need for accommodation for a disability, the student must notify the appropriate College Chief Instructional Officer or the Chief Student Services Officer at least 72 hours in advance of the hearing. The advisor may not enter into the proceeding of the grievance committee. In addition, each party has the right to question witnesses and testimony.
- (5) Judge the relevancy and weight of testimony evidence. The committee will make its findings of fact, limiting its investigation to the formal allegations. It will also make recommendation for disposition of the case.
- (6) Maintain a transcript of the proceeding which will be kept in a confidential file but be available for review by either party.
- Submit its findings of fact and recommended action to each party and the appropriate Vice President College Chief Instructional Officer or Chief Student Services Officer within ten (10) instructional days of the completion of the formal hearing.
- e. The formal hearing will be closed to the public.
- f. Upon receipt of the **College** Student Grievance Committee's recommendation, the appropriate Vice President **College Chief Instructional Officer or Chief Student Services Officer**, within ten (10) instructional days, will transmit, in writing, his/her decision to all involved parties.

- g. The student, within five (5) instructional days of receipt of the Vice President's College Chief Instructional Officer or Chief Student Services Officer's decision, may appeal the decision to the President Chief Educational Officer of the College. The President Chief Educational Officer of the College may:
 - Concur with the Vice President's Chief Instructional
 Officer or Chief Student Services Officer's decision,
 - (2) Modify the recommended decision,
 - (3) Recommend action to the Board of Trustees.
- 3. Appeals

In all cases, final appeal will rest with the Board of Trustees.

December 14, 2004

Educational and Prevention Information About Sexual Violence

I. What is sexual violence?

Sexual violence is any unwanted, forced, tricked, or coerced sexual activity. There are many forms of sexual violence, some of which include:

- Rape/attempted rape
- Sexual assault
- Incest
- Date/acquaintance rape
- Sexual harassment
- Unwanted sexual touching
- Voyeurism
- Forced to watch or partake in pornography.

Rape is **never** the victim's fault and it is never too late to seek help. No matter who raped you, when the assault occurred, or how you choose to take care of yourself, medical and emotional help are available.

II. Facts and myths about sexual violence

FACTS

- Women on American college campuses who are from 18 to 24 years of age are at greater risk for becoming victims of rape, sexual assault, domestic violence, and stalking than women in the general population or women in a comparable age group. Research over the past 20 years has consistently shown that the rate of sexual assault among women who are in the age group (18 to 24) traditionally considered to be college-aged is one in four.
- Studies have consistently shown that sexual assault primarily targets women and youths, and that most perpetrators are friends, relatives, acquaintances, or someone else who is known by the victim. According to the 2003 National Crime Victimization Survey approximately 70 % of female rape victims knew their assailant.
- In 1994, *Ms*. Magazine's, "Report on Recognizing, Fighting and Surviving Date and Acquaintance Rape" documented that one in four college women had been the victim of a completed actual rape or attempted rape, and that, in 84% of the attacks, the victim knew the perpetrator.
- The National Violence Against Women Survey of 1998 demonstrated that 83% of rape victims were less than 25 years old when they were assaulted.
- In 2000, the Sexual Victimization of College Women Survey estimated that a college with 10,000 students could expect more than 350 rapes per year to occur on that campus.

- Additionally, half of all stalking victims are between the ages of 18 and 29, and women between the ages of 16 and 24 experiences the highest rate of domestic violence victimization.
- While sexual assault primarily affects young women, they are not the only targets. Women of all ages, men, children, individuals with disabilities, members of cultural and religious minority groups, and lesbian/gay/transgendered individuals also experience sexual assault or rape.
- Every two and a half (2 ¹/₂) minutes a woman is raped or sexually assaulted—this calculation is based on 2004 National Crime Victimization Survey from the Bureau of Justice Statistics, U.S. Department of Justice.

MYTHS

- Rape is a sexual crime.
- Women are powerless against rape.
- Women secretly want to be raped.
- Only young attractive women are raped.
- Only women with bad reputations are raped.
- Women who dress sexy are asking to be raped.
- III. Support information and resources are available to you if you have been a victim of rape, sexual assault, dating violence, domestic violence, and/or stalking crimes or have friends, peers, or acquaintances that have been a victimized. All sexual assaults are considered very serious matters to Riverside Community College District and are given the highest priority for response. A survivor of rape or sexual assault on or off campus may obtain assistance by contacting someone in the following agencies/departments/groups.
 - Riverside Community College District Safety and Police Department (951) 222-8171 Dispatch (951) 222-8171 SART member
 - o Riverside Police Department (951) 826-5314 or Emergency 9-1-1
 - o Riverside Sheriff Department (951) 776-1099
 - Rape, Abuse, and Incest National Network (RAINN) Hotline 1-800-656-4673
 - o Riverside Rape Crisis Center (951) 686-7273 (24-Hour Crisis Line)
 - Alternatives to Domestic Violence (951) 683-0829 (24-Hour Crisis Line)
 - Health Department (951) 358-5000
 - Victim Witness Program (951) 955-5450
 - Riverside Community College District Health Service Center Moreno Valley Campus (951) 571-6103 Norco Campus (951) 372-7046 Riverside Campus (951) 222-8151
 - Riverside Community College Counseling Center Moreno Valley Campus (951) 571-6104 Norco Campus (951) 372-7101

Riverside Campus (951) 222-8440

- IV. Process for filing internal administrative complaints with campus administration and criminal charges with local law enforcement.
 - After a reported incident occurs the following procedures will be used in the investigation.
 - Identify the victim(s) and all others on the scene.
 - Provide emergency medical treatment for the victim(s) if needed.
 - Establish rapport with victim(s).
 - Conduct cursory interview to determine specific crimes, suspect identity, or other pertinent information.
 - The officer will determine the location of the suspect.
 - Crime broadcast if appropriate.
 - Identify and protect all crime scenes.
 - o Identify and interview all possible witnesses.
 - Care for the victim's needs:
 - Transport victim to the medical exam as soon as possible.
 - Notify rape crisis advocacy to meet at exam location.
 - Find comfortable and private area for team interview.
 - Obtain detailed account of the crime from the victim.
 - For complaints regarding sexual harassment refer to District Board Policy 6110 located in the Student Handbook or on the RCCD website.
- V. Policy and Regulations

All victims of sexual violence are highly encouraged to report the crime. Rape is one of the most under-reported crimes. According to RAINN (Rape, Abuse, and Incest National Network) only about 36% of rapes were reported to law enforcement in 2004. The most common reasons given by victims for not reporting the crime are the beliefs that this is a private/personal matter and that they fear reprisal from the assailant.

In an effort to encourage victims to report assaults the following exception will be made. The victim of sexual assault will not be disciplined as defined in the Board Policy 6080 "Standards of Student Conduct" for the use, possession, or being under the influence of alcoholic beverages or controlled substances at the time of the incident if the assault occurred on college property.

In the State of California, if a person is prevented from resisting by any intoxicating or anesthetic substance, or any controlled substance, and this condition was known, or reasonably should have been known by the accused this is rape. Refer to Title 9, Chapter 1 #261, sections (3), (4), (4A), (4B), and (4C) of the California Penal Code.

This means if sex happens while you were drunk and without your consent you were raped. Being drunk or high lowers your inhibitions and impairs your ability to make safe choices. Date rape drugs are out there. Watch your own drink, and watch each other's drinks. Be aware that if you are drinking, you many not be able to hear the NO your partner is trying to communicate to you.

The idea that a woman says no when she means yes is not true. Pushing or turning away is a non-verbal NO! If your partner says No-STOP! It still means NO! A clear and sober "YES" is the only answer that means YES.

VI. Information regarding campus, criminal, and civil consequences of committing acts of sexual violence.

The punishments for rapes and sexual assaults vary according to the facts related to the crime. Rape is punishable by imprisonment in the state prison for up to three, six, or eight years.

Sexual assault or harassment by an RCCD student on District property may result in expulsion from the college and criminal prosecution of the perpetrator.

VII. Tips for Keeping Safe

Information about Rape Aggressive Defensive Tactics can be found at <u>http://www.rcc.edu</u> on the College Safety and Police webpage.

BILL NUMBER: AB 1088 CHAPTERED BILL TEXT

CHAPTER 647 FILED WITH SECRETARY OF STATE OCTOBER 7, 2005 APPROVED BY GOVERNOR OCTOBER 7, 2005 PASSED THE ASSEMBLY SEPTEMBER 6, 2005 PASSED THE SENATE SEPTEMBER 1, 2005 AMENDED IN SENATE JULY 1, 2005 AMENDED IN ASSEMBLY MAY 27, 2005 AMENDED IN ASSEMBLY MAY 27, 2005

INTRODUCED BY Assembly Member Oropeza (Coauthors: Senators Alquist and Soto)

FEBRUARY 22, 2005

An act to add Section 67385.7 to the Education Code, relating to public postsecondary education.

LEGISLATIVE COUNSEL'S DIGEST

AB 1088, Oropeza Public postsecondary education: mandatory orientation for students. (1) Existing law, the Donahoe Higher Education Act, sets forth, among other things, the missions and functions of California's public and independent segments of higher education, and their respective institutions of higher education. Among other things, the act requires the governing board of each community college district, the Trustees of the California State University, the Regents of the University of California, to the extent the regents make the act

applicable, and the governing board of independent postsecondary institutions, as defined, to adopt rules requiring each of their respective campuses to enter into written agreements with local law enforcement agencies that clarify operational responsibilities for investigations of Part I violent crimes, as defined, occurring on each campus.

The act also requires the governing board of each community college district, the Trustees of the California State University, the Board of Directors of the Hastings College of the Law, and the Regents of the University of California, to the extent the regents make the act applicable, to each adopt, and implement at each of their campuses or other facilities, a written procedure or protocols to ensure, to the fullest extent possible, that students, faculty, and staff who are victims of sexual assault, as defined, committed at or upon the grounds of, or upon off-campus grounds or facilities maintained by the institution, or upon grounds or facilities maintained by affiliated student organizations, receive treatment and information.

This bill would express findings and declarations of the Legislature with respect to the incidence of sexual assault on college and university campuses.

The bill would require the governing board of each community college district and the Trustees of the California State University, and request the Regents of the University of California, in collaboration with campus-based and community-based victim advocacy organizations, to provide, as part of established on-campus orientations, educational and preventive information about sexual violence to students at all campuses of their respective segments. The bill would require each campus of the California Community Colleges and the California State University, and would request each campus of the University of California, to post sexual violence

prevention and education information on the campus Internet Web site. To the extent that these requirements would impose new duties on community college districts, the bill would constitute a state-mandated local program.

The bill would require the Board of Governors of the California Community Colleges and the Trustees of the California State University, and would request the Regents of the University of

California, to develop and adopt regulations setting forth procedures for the implementation of the bill by campuses in their respective segments.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) Women on American college campuses who are from 18 to 24 years of age are at greater risk for becoming victims of sexual assault, domestic violence, and stalking than women in the general population or women in a comparable age group. Research over the past 20 years

has consistently estimated the rate of sexual assault among women who are in the age group traditionally considered to be college-aged as one in four.

(b) Studies have consistently shown that sexual assault primarily affects women and youth, and that most perpetrators are friends, acquaintances, or someone else who is known by the victim:

(1) In 1994, the Ms. Report on Recognizing, Fighting and Surviving Date and Acquaintance Rape demonstrated that one in four college women had been the victim of a completed or attempted rape, and that, in 84 percent of the attacks, the victim knew the perpetrator.

(2) The National Violence Against Women Survey of 1998 demonstrated that 83 percent of rape victims were less than 25 years old when they were assaulted.

(3) In 2000, the Sexual Victimization of College Women survey estimated that a college with 10,000 students could expect more than 350 rapes per year to occur on that campus.

(4) Additionally, half of all stalking victims are between the ages of 18 and 29, and women between the ages of 16 and 24 experience the highest rate of domestic violence victimization.

(c) While sexual assault primarily affects young women, they are not the only targets. Men, individuals with disabilities, members of cultural and religious minority groups, and lesbian/gay/transgendered individuals also experience sexual assault.

(d) Sexual assault is a critical issue for all college and university campuses. Even though many campuses officially report zero sexual assault, it is known to be an historically underreported

crime. Thus, crime reports alone cannot provide the basis for determining the extent of the problem on any given campus.

(e) Given the prevalence of the perpetration of sexual violence against college women, it is essential that institutions of higher education establish comprehensive victim services programs and preventive education programs.

(f) Institutions of higher education can best serve members of their communities by ensuring access to appropriate services and creating an environment that is intolerant of sexual assault.

SEC. 2. Section 67385.7 is added to the Education Code, to read:

67385.7. (a) (1) The governing board of each community college district and the Trustees of the California State University shall, and the Regents of the University of California are requested to, in collaboration with campus-based and community-based victim advocacy organizations, provide, as part of established campus orientations, educational and preventive information about sexual violence to students at all campuses of their respective segments. For a campus with an existing on-campus orientation program, this information shall be provided, in addition to the sexual harassment information required to be provided pursuant to subdivision (e) of Section 66281.5, during the regular orientation for incoming students.

(2) Each campus of the California Community Colleges and the California State University shall, and each campus of the University of California is requested to, post sexual violence prevention and education information on its campus Internet Web site.

(b) The educational and preventive information provided pursuant to this section shall include, but not necessarily be limited to, all of the following:

(1) Common facts and myths about the causes of sexual violence.

(2) Dating violence, rape, sexual assault, domestic violence, and stalking crimes, including information on how to file internal administrative complaints with the institution of higher education and how to file criminal charges with local law enforcement officials.

(3) The availability of, and contact information for, campus and community resources for students who are victims of sexual violence.

(4) Methods of encouraging peer support for victims and the imposition of sanctions on offenders.

(5) Information regarding campus, criminal, and civil consequences of committing acts of sexual violence.

(c) Campuses of the California Community Colleges and the California State University shall, and campuses of the University of California are requested to, develop policies to encourage students to report any campus crimes involving sexual violence to the appropriate campus authorities.

(d) Campuses are urged to adopt policies to eliminate barriers for victims who come forward to report sexual assaults, and to advise students regarding these policies. These policies may include, but are not necessarily limited to, exempting the victim from campus sanctions for being in violation of any campus policies, including alcohol or substance abuse policies or other policies of the campus, at the time of the incident.

(e) The Board of Governors of the California Community Colleges and the Trustees of the California State University shall, and the Regents of the University of California are requested to, develop and adopt regulations setting forth procedures for the implementation of this section by campuses in their respective segments.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-b

Date: January 24, 2006

Subject: District Location of Emergency and Pay Phone Status

<u>Background</u>: This presentation is for Board information only and is intended to apprise the Board of locations on all three campuses of existing emergency phones and payphones with recommendations for future locations of emergency phones.

<u>Recommended Action</u>: It is recommended that the Board of Trustees receive the information regarding District locations of existing emergency phones and payphones with recommendations for future location of emergency phones.

Salvatore G. Rotella Chancellor

Prepared by: Lee Wagner Director, Chief of College Safety and Police

DISTRICT EMERGENCY PHONES

Riverside College Campus

Existing Emergency & Pay Telephones:

At present there are ten emergency and eight pay telephones on the Riverside College campus. They are located in the following areas on campus:

Emergency Phones:

- Lot Y Located on the northwest side of parking lot.
- Administration Building Located on west side of the building affixed to the campus information sign board.
- Technology "A" Building Located on the concrete retaining wall south of the Tech "A" Building, near Terracina Drive.
- Admissions & Counseling Building Located on the northwest side of the building.
- Lovekin Complex Located on the southwest side of portable A-1.
- Lovekin Complex Located on the southwest side of portable B-1.
- Lovekin Complex Located on the east side of portable B-5.
- Lovekin Complex Located on the southwest side of portable F-1.
- Lovekin Complex Located on the northwest side of portable F-9.
- Lovekin Complex Located on the northwest side of portable G-6.

Pay Phones:

- Cafeteria Located along south wall just west of main entrance.
- Admissions and Records Located along north side of building, just west of main entrance.
- Wheelock Gymnasium Located on west side of building near the Athletic offices.
- Business Education Building Located on west side (front) of building near kiosk.
- Huntley Gymnasium Located outside along north side of building near woman's locker room.
- Early Childhood Studies Located on the south side of building.
- Cosmetology Building Located inside break room.
- Auto Tech Located north of Auto Tech on Terracina Drive.

Please note: all pay phones can access Safety and Police dispatch by dialing *81.

On the Riverside College Campus map, the existing pay phones are marked with a blue dot and pay phones are marked in yellow.

Recommended Locations for future emergency phones:

- Minimum of one phone visible in each of the following parking lots: A, B, C, D, E, J/K, M, N, Q, U, L, and Z.
- Cutter Pool Minimum of one phone on the perimeter of the pool.
- Art and Ceramics Building One phone by the elevators.
- At least one phone by the main entrance doors of the Cosmetology Building.

- Student Center and Life Science Building One phone on each level near the elevators (two phones).
- Quadrangle Minimum of one phone on each level.
- Business Education Building Minimum of two phones one on each level.
- New Parking Structure (currently in the planning stages).
- Evans Baseball Field Minimum of one phone in both south and north parking lots.
- Systems Office One phone in the west parking lot at 3845 Market Street.
- Wheelock Stadium Minimum of one phone inside of the Wheelock Stadium or east side of the stadium.
- Digital Library One phone in the foray area.

On the Riverside College map these locations are marked with red dot.

Moreno Valley College Campus

Existing Emergency Telephones:

At present there are three pay phones and three elevator phones with emergency access on the Moreno Valley College campus. They are located in the following areas:

- Library two adjacent phones located on the southwest corner near the stairwell.
- Library one phone located in elevator access room along north wall
- Library one phone located in access room (IMC L#230) located on second-floor.
- Humanities Building two adjacent phones located on the first floor of the stairwell along the north side of the building.
- Humanities Building one phone located on the second-floor in the elevator access room.
- Tigers Den two adjacent phones located along the northwest corner of the building.

Please note: 911 on all payphones notify Riverside County Sheriff's Dispatch center. However, each phone also has immediate access to RCCD Safety and Police Dispatch center by touching a button along the lower left side of each phone. Currently there are no dedicated emergency phones on the Moreno Valley College campus.

On the Moreno Valley College campus map, existing emergency phones (elevator phones) are marked with a blue dot pay phones are marked in yellow.

Recommended locations for future emergency phones:

- Library one phone along the west wall near the stairwell.
- ASRCC Student Government Building east side of building.
- Science and Technology one phone near the first floor entry along the west side of the building.
- Multipurpose Room one phone near the walkway along the west side of the building.
- Early Childhood Education Center one phone along the north side of the building just west of the electrical room.

On the Moreno Valley College map these locations are marked with a red dot.

Norco College Campus

Existing Emergency Telephones:

At present there are three pay phones and four elevator phones with emergency access on the Norco College campus. They are located in the following areas:

- Tigers Den one pay phone located along the northwest corner of the building next to the sliding glass doors.
- Little Theater one pay phone located along the south (front side) of the building on the first floor next to the main entrance.
- Library one pay phone located along the northeast side of the building on the first floor adjacent to the amphitheater.
- Student Services Building one elevator phone located on the west side of the building next to the women's restroom.
- Library one elevator phone located inside the library next to the main entrance doors.
- Little Theater one elevator phone located along the south (front) side of building near the first floor entrance.
- Applied Technology Building one elevator phone located along the south (front) side of the building next to the men's restroom.

Please note: 911 on all pay phones notify Riverside County Sheriff's dispatch. All elevator phones go directly to Riverside Community College District Safety and Police dispatch. Currently there are no dedicated emergency phones on the Norco College campus

On the Norco College map the pay phones are marked with a yellow dot and the elevator phones are marked in blue.

Recommended locations for future emergency phones:

- Science and Technology Building one phone along southwest corner facing the quad.
- Bookstore one phone along south wall.
- Activity Center one phone along east wall near center of the building.
- Applied Technology and CACT Building emergency phone tower at top of walkway between the two buildings.
- Early Childhood Center one phone along the north side of the building just west of the electrical room.

On the Norco College map these locations are marked with red dot.

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-a

Date: January 24, 2006

Subject: Agreement with WebCT, Inc.

<u>Background</u>: Presented for the Board's review and consideration is an agreement between Riverside Community College District, WebCT, Inc., and California Community College Foundation to purchase a customized solution that enables Open Campus online-related distance education course and student data to be placed in appropriate terms based on start and end dates of classes. This agreement supplements the agreement previously approved by the Board of Trustees on March 15, 2005. The term agreement is for three years commencing April 1, 2005. The cost of the customized solution is \$12,000.00. Funding source: General Fund.

The contract has been reviewed by Bob Bramucci, Dean, Open Campus; Steve Gilson, Associate Vice Chancellor, Information Services; Sylvia Thomas, Associate Vice Chancellor, Instruction; and Ed Godwin, Director, Administrative Services.

<u>Recommended Action</u>: It is recommended that the Board of Trustees ratify the agreement, for three years beginning April 1, 2005, for \$12,000.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Glen Brady Director, Distance Education Bob Bramucci Dean, Open Campus



STATEMENT OF WORK NO. 11

This Statement of Work shall evidence the Consulting Services to be provided hereunder pursuant to the terms and conditions of the Professional Services Agreement dated ________ (the "Agreement") between **WEBCT**, **INC.** ("WebCT") and **FOUNDATION OF CALIFORNIA COMMUNITY COLLEGES** ("Client"), which terms and conditions are incorporated herein by reference. To the extent that any terms and conditions contained in the Agreement are in conflict with the terms and conditions of this Statement of Work, the terms and conditions of the Agreement shall prevail. All capitalized terms used herein shall have the meanings given to them pursuant to the Agreement unless otherwise set forth herein.

Our Understanding of the Project

Client is currently in the process of implementing Campus Edition 4.1 (the "Target Application") into its present business systems. Client has requested that WebCT provide Client with consultants (each a "Consultant") to perform certain services in connection with such implementation as set forth in the section of this Statement of Work entitled "Scope of Consulting Services" below (the "Project").

Scope of Consulting Services

WebCT will provide Client with approximately one (1) Consultant, remote with respect to Client, or such other designated facilities as the parties may agree upon in writing (the "Site"), to perform services for the agreed upon eLearning functionality based upon the Target Application as more particularly described below (the "Consulting Services").

WebCT CE 4.1 Custom Datatel Adapter: (US\$12,000.00)

WebCT will customize the CE 4.1 Datatel adaptor to create WebCT terms based on the start and end dates of courses sent to WebCT by Datatel. The customized adaptor will ignore term information sent by Datatel.

• When a course is being created by the integration, look at the start and end date of the course and generate an appropriate term if it does not already exist.

If a term with the same start date and end date exists, put the course into that term

If no terms with the corresponding start and end dates exist, create a new term and place the course into that term.

Total Services: \$12,000.00

Based upon the initial requirements described in this Statement of Work, to perform the tasks described below, WebCT will provide approximately one (1) Consultant to perform the Consulting Services as set forth below:

Effort and Schedule

WebCT will provide coordination of the delivery of the Consulting Services to assist Client's project manager throughout the Project. WebCT may assist Client with additional time and effort for support beyond those tasks identified in the Scope of Consulting Services section above, but those activities and their associated costs are not included in this Statement of Work.

All Consulting Services shall be performed on mutually agreeable dates. WebCT shall have the sole right to assign the Consultants for the Consulting Services; however, WebCT shall use all reasonable efforts to accommodate Client's requests for specific Consultants, subject to WebCT staff availability. Upon agreement by Client and WebCT project managers of dates for delivery of Consulting Services, an email confirmation will be provided, and the Consulting Services shall be deemed scheduled. All Consulting Services outlined above must be completed no later than nine (9) months following execution of this Statement of Work. If Client elects not to receive such Consulting Services during the time frame specified herein, all prepaid fees set forth above shall be non-refundable and WebCT shall thereafter have no obligation to provide the Consulting Services.

Project Assumptions

Client realizes that its participation is critical for the success of the Project. The following assumptions are based on information provided by Client to WebCT relating to the Project and Client's current business systems as of the date of this Statement of Work.

The following Project assumptions have been used to develop WebCT's current fixed fee level of effort and cost:

- 1. This Statement of Work is based upon WebCT's understanding of the Project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the Project will be communicated both verbally and in writing to Client's management. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to this Statement of Work.
- Prior to the commencement of the Project, Client will designate and identify to WebCT one (1) executive-level person within its organization ("Executive Sponsor") who has been given the power and authority to make final decisions and resolve internal disputes with regard to the Project and Client's functional/business requirements. The Project is limited to the tasks set forth in the Scope of Consulting Services section of this Statement of Work.
- 3. Client will provide suitable workspace for the Consultants working at the Client's facility including adequate environmental controls, lighting, telephones and network access including access to the World Wide Web via the internet.

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Rev. 01, 01/22/03	Statement of Work to Professional Services Agr	eement Page	1

- 4. Client will make available to the Consultants and provide the Consultants with reasonable access to Csbaily Page 2 1/25/2006lient's facilities during Client's ordinary 4. business hours as necessary to perform the Consulting Services.
- 5. Client will be responsible for managing the Project.
- 6. Client's Executive Sponsor and business sponsors will use all reasonable efforts to be available during normal business hours when needed throughout the Project.
- 7. Client's network will be installed and running in accordance with WebCT specifications, such specifications to be provided by WebCT to Client before the start of the Project.
- 8. Client will be responsible for obtaining all licenses needed for the Consultants to perform the Consulting Services.
- 9. Post-implementation support will be the responsibility of Client.
- 10. Client and WebCT will cooperate in all reasonable respects and agree to work together in good faith as described herein towards completing the deliverables.
- 11. Unexpected and unknown items such as data integration issues and data quality issues may result in changes to the Project plan and Project timelines.
- 12. Service will be delivered remotely with respect to Client.
- 13. Client acceptance is limited to the two (2) week post completion of the customized adaptor.
- 14. Customized adaptor will be valid for WebCT Campus Edition 4.1 only. Any upgrades to Campus Edition 4.1 may require further testing and modification and are subject to an additional Statement of Work.
- 15. All courses being sent from Datatel will have a start and end date.
- 16. Course start and end dates being sent from Datatel will be appropriate for use in creating terms.
- 17. Riverside's Datatel system will send start and end dates for courses such that there will not be a unique term for every single course, but rather terms with many courses.
- 18. Riverside will manually manage access to their courses by adjusting the term settings in the administration interface. The proposed automation only covers the creation of terms in WebCT and the assignment of courses to terms. It does not automate the controlling of access to the terms.

Copyright ©2004, WebCT, Inc. WebCT, Inc. FCCC -Riverside Custom Integration SOW11.doc Rev. 01, 01/22/03 Statement of Work to Professional Services Agreement Page 1 Staffing & Fees

All Consulting Services related to this Project, as outlined in this Statement of Work, shall be performed on a firm fixed fee basis for twelve thousand dollars (US\$12,000.00) ("Fixed Price Fee"), plus travel, meals and lodging expenses. The Fixed Price Fee may only be increased by mutual agreement through an amendment to this Statement of Work. The Fixed Price Fee will include up to zero (0) pre-scheduled Site visits.

All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Client. All fees and expenses shall be billed on a per-deliverable basis, upon delivery of each individual component of the deliverables, as set forth herein and such bills shall be due and payable within thirty (30) days following the date of invoice. Except as otherwise stated in this Statement of Work with regard to the Consulting Services performed hereunder, WebCT reserves the right to change the services it offers to its customers generally and the related rates at any time.

The Effective Date of this Statement of Work shall be _____, 2005.

Accepted and Agreed:	Accepted and Agreed:
Client	WebCT, Inc.
Ву:	Ву:
(Authorized Signature)	(Authorized Signature)
Name:	Name:
Title:	Title:
Date:	Date:

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-a

Date: January 24, 2006

Subject: Agreement with Corona Magnetics

<u>Background</u>: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Corona Magnetics. The District will provide training services related to Sexual Harassment Prevention. The term of the agreement is November 21, 2005 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the training and required documentation. The service fee for 2 hours of training is \$500.00. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services. The activities outlined in the agreement are considered low risk in nature.

<u>Recommended Action:</u> It is recommended that the Board of Trustees ratify the agreement, from November 21, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

<u>Prepared by</u>: John Tillquist Dean, Business, CIS, Economic Development Linda Reifschneider Director, Customized Solutions for Business and Industry

RIVERSIDE COMMUNITY COLLEGE DISTRICT EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 21st day of November, 2005, between Riverside Community College District, hereinafter referred to as "**District**," and Corona Magnetics hereinafter referred to as "**Contractor**".

- 1. The **District** shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
- 2. The **Contractor** agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
- 3. The **District** will conduct the Course.
- 4. The **District** will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
- 5. Students/trainees will not receive unit(s) of credit.
- 6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
- 7. The term of this Agreement shall be from November 21, 2005 through June 30, 2006.
- 8. The **Contractor** agrees not to enter into competitive agreements with the contract trainer/s and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
- 9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.
- 10. The **District** shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents. The **Contractor** shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents.
- 11. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

Backup V-A-3-a January 24, 2006 Page 2 of 3

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

DISTRICT

CONTRACTOR

By: ______Signature

By: ______Signature

Vice Chancellor Administration & Finance Title

Title

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Riverside Community College District Customized Solutions for Business & Industry

SCHEDULE A SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Educational Services Agreement, dated the 21st day of November, 2005 between the Riverside Community College District and Corona Magnetics, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

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

Name of program: Sexual Harassment Prevention

Number of hours: 2

Schedule: December 5, 2005, 8:00 am to 10:00 am

Fee: \$ 500

100% payable upon completion

Please provide us with your nine (9) - digit Employer Identification Number (EIN) or federal identification number:

Please provide us with the total number of employees:

District initials

Date

Contractor initials

Date

Bill to:

Anya Paasch Corona Magnetics 201 Corporate Terrace Corona, CA 92879 Send payment to:

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-b

Date: January 24, 2006

Subject: Agreement with Distribution Management Association

<u>Background</u>: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Distribution Management Association. The District will provide training services related to Sexual Harassment Prevention. The term of the agreement is November 28, 2005 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the training and required documentation. The service fee for 2 hours of training is \$500.00. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services. The activities outlined in the agreement are considered low risk in nature.

<u>Recommended Action:</u> It is recommended that the Board of Trustees ratify the agreement, from November 28, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

<u>Prepared by</u>: John Tillquist Dean, Business, CIS, Economic Development Linda Reifschneider Director, Customized Solutions for Business and Industry

RIVERSIDE COMMUNITY COLLEGE DISTRICT EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 28th day of November, 2005, between Riverside Community College District, hereinafter referred to as "**District**," and Distribution Management Association (DMA) hereinafter referred to as "**Contractor**".

- 1. The **District** shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
- 2. The **Contractor** agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
- 3. The **District** will conduct the Course.
- 4. The **District** will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
- 5. Students/trainees will not receive unit(s) of credit.
- 6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
- 7. The term of this Agreement shall be from November 28, 2005 through June 30, 2006.
- 8. The **Contractor** agrees not to enter into competitive agreements with the contract trainer/s and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
- 9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.
- 10. The **District** shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents. The **Contractor** shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents.
- 11. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

Backup V-A-3-b January 24, 2006 Page 2 of 3

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

DISTRICT

CONTRACTOR

By: ______Signature

By: ______Signature

Vice Chancellor Administration & Finance Title

Title

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Riverside Community College District Customized Solutions for Business & Industry

SCHEDULE A SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Educational Services Agreement, dated the 28th day of November, 2005 between the Riverside Community College District and Distribution Management Association (DMA), here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

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

Name of program: Sexual Harassment Prevention

Number of hours: 2

Schedule: December 7, 2005 from 8:00 to 10:00 am

Fee: \$ 500

100% payable upon completion

Please provide us with your nine (9) - digit Employer Identification Number (EIN) or federal identification number:

Please provide us with the total number of employees:

District initials

Date

Contractor initials

Date

Bill to:

Steve Harrington Distribution Management Association Perrigo 8595 Milliken, Ste. 102 Rancho Cucamonga, CA 91730 Send payment to:

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-c

Date: January 24, 2006

<u>Subject</u>: Agreement with Glenn Doolittle Jr.

<u>Background</u>: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Glenn Doolittle Jr. Mr. Doolittle will design a formative evaluation during the progress of the grant term and provide a summative evaluation upon completion. The term of the agreement is January 25, 2006 through June 30, 2007. The Center for Applied Competitive Technologies (CACT) will facilitate all aspects of the services and required documentation. Total expenses will not exceed \$5,000.00. Funding source: U S Department of Education, Title VIB Grant.

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

<u>Recommended Action:</u> It is recommended that the Board of Trustees approve the agreement, from January 25, 2006 through June 30, 2007, for an amount not to exceed \$5,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: John Tillquist Dean, Business, CIS, Economic Development Henry (Hank) Rogers Director, Center for Applied Competitive Technologies

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Independent Contractor Agreement Between Riverside Community College District And Glenn Doolittle Jr.

This Agreement, entered into this January 25, 2006 between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Glenn Doolittle Jr., whose address is 34 Whippoorwill Road, Trabuco Canyon, California, 92679, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning January 25, 2006 and will continue in effect until June 30th, 2007. Performance of and payment for work in year two of the grant (July 1, 2006 through June 30, 2007) is contingent upon award of year two monies by US Department of Education.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 Indemnification and Hold Harmless. Contractor shall indemnify and hold Client, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Contractor, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Contractor's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Contractor shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Client), Client, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Client free and harmless herein shall survive until any and all claims, actions and causes of

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action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

Client shall indemnify and hold Contractor, its officers, agents, and employees, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Client, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Client's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Client shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Contractor), Contractor, its officers, agents and employees, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Contractor free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

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

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client. Project deliverables may not be used by the Contractor at any time without the express written consent of 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 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

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

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the laws of the State of California.

- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.
- 7.05 ADA/FEHA. The Contractor recognizes that as a federal and state government contractor or subcontractor, Client is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the nondiscrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause

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required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

Backup V-A-3-c January 24, 2006 Page 7 of 8

Signature Authorization Page

Riverside Community College District

Glenn Doolittle Jr.

James L. Buysse Vice Chancellor, Administration and Finance Independent Contractor

Date

Date

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EXHIBIT A - SCOPE OF SERVICES, DELIVERABLES AND COMPENSATION

1.	Formative Evaluation	Date of Deliverable	Criteria for Payment/Deliverable	Payment	
•	Work collaboratively with the Title VI-B team to design a formative evaluation for program improvement. Evaluation will address project progress and improvement of project operations.	01/31/06	Formative evaluation design developed	\$800	
•	Monthly input via face-to- face, phone or e-mail to analyze project progress and suggest improvements	Monthly following development of plan	Monthly input	\$150 per monthly input (5 months) Total \$750	
1.	Summative Evaluation Year 1				
•	Assess the progress in the curriculum development and evaluate progress of project in meeting stated objectives. Submit to advisory committee for review and action	05/31/06	Final summative evaluation report; provide data for annual report.	\$800	
			•		
	Year 2 – Payment for deliverables in year two contingent upon year two award by US Department of Education.				
	Formative Evaluation	Date of Deliverable	Criteria for Payment/Deliverable	Payment	
•	Bi-monthly input via face-to- face, phone or e-mail to analyze project progress and suggest improvements	Bi-monthly	Bi-monthly input	\$150 per monthly input (6 months)	
3.	Summative Evaluation Year 2				
•	Assessment of the progress in the development of curriculum and evaluate progress of project in meeting stated objectives.	05/31/07	Final summative evaluation report; provide data for final report	\$1750	

RIVERSIDE COMMUNITY COLLEGE DISTRICT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-d

Date: January 24, 2006

Subject: State of California Employment Training Panel Amendment/Modification Request

<u>Background</u>: Attached for the Board's review and consideration is a request to modify the previously approved Employment Training Panel (ETP) contract. The requested modification will change the service dates of the contract to December 31, 2005 through December 31, 2007, to better meet the needs of clients. The requested modification will also add the CACT and other District facilities as training locations to meet client training needs. Funding source: No cost to the District.

This request for modification has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction.

<u>Recommended Action:</u> It is recommended that the Board of Trustees ratify the request for modification, from December 31, 2005 through December 31, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the modification amendment.

> Salvatore G. Rotella Chancellor

<u>Prepared by</u>: John Tillquist Dean, Business, CIS, Economic Development Linda Reifschneider Director, Customized Solutions for Business and Industry

V-A-3-d Backup January 24, 2006 Page 1 of 1

STATE OF CALIFORNIA EMPLOYMENT TRAINING PANEL AMENDMENT/MODIFICATION REQUEST

(1) Agreement No. <u>ET06-0122</u>

- (2) Contractor _____ Riverside Community College District _____
- (3) Address <u>14745 Riverside Dr.</u>
- (4) City, State, Zip <u>Riverside, CA 92518</u>
- (5) Phone No. ___951-571-6441_____
- (6) Requested by (Name/Title) Linda Reifschneider, Director
- (7) Signature/Date _____

A request to both (1) add new trainees -and- (2) increase the dollar amount of the Agreement <u>may not</u> be implemented prior to approval by the Employment Training Panel. Any other changes implemented prior to approval by the Employment Training Panel will be at the Contractor's risk. Any costs attributable to the training activities, which are incurred by you, by your vendors, and/or by your subcontractors during this period are your liability until the Amendment has been executed.

REVISION NO. 1

Request to modify start and end date to December 31, 2005 to December 31, 2007 and to include the CACT and other contractor facilities as needed for training sites.

JUSTIFICATION FOR REVISION NO. 1

Due to the roll out timeline and training schedules to meet client needs, the start and end time dates for the contact should be modified. To meet client needs for access to manufacturing equipment the CACT and other contractor facilities should be added.

FOR ETP USE ONLY					
Date Received	Modification #				
Effective Date	Approved Denied				
Manager's Signature/Date	_				

ETP 301C (11/03)

RIVERSIDE COMMUNITY COLLEGE DISTRCT ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-e

Date: January 24, 2006

Subject: Agreement with The Regents of the University of California

<u>Background</u>: Attached for the Board's approval is an agreement with the Regents of the University of California to conduct a study to examine trends and prospects for expansion of California-based business opportunities in foreign markets. The assistance will be provided for a fee not to exceed \$35,000.00 from the California Community Colleges Chancellor's Office. The term of the agreement is from January 25, 2006 through June 30, 2006. This contract was previously approved by the Board (11/15/05, # V-A-3-c). Subsequently the vendor requested changes to the contract to comply with University of California contracting procedures. Funding source: California Community College Chancellor's Office, Economic and Workforce Development Program.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services. Activities connected with this contract are deemed to be low-risk.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement, from January 25, 2006 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by:John TillquistDean, Business, CIS, Economic DevelopmentJeff WilliamsonStatewide Director, Centers for International Trade Development

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January 2006, by and between the Riverside Community College District, hereinafter referred to as "RCCD," and. The Regents of the University of California, Berkeley, hereinafter referred to as "CONSULTANT".

2. RECITALS.

2.1 CONSULTANT is a public institution of higher education, experienced in providing International economic and business research services to public agencies.

2.2 Because of CONSULTANT's expertise, RCCD desires to retain CONSULTANT to render certain International economic and business research assistance services.

3. SERVICES OF CONSULTANT; TERM.

3.1 General Description of Services. CONSULTANT shall furnish all technical and professional services, including labor, materials, equipment, transportation, supervision and expertise, necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference ("Services") so as to complete the Project in a good and workmanlike manner.

3.2 Term. The Term of this Agreement shall be from January 25th, 2006 until June 30, 2006, unless earlier terminated as provided herein.

4. RESPONSIBILITIES OF CONSULTANT.

4.1 Schedule of Services. CONSULTANT shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "A", attached hereto and herein incorporated by reference ("Schedule"). Upon request of RCCD, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

4.2 Coordination of Services. CONSULTANT agrees to work closely with RCCD staff in the performance of Services and shall be available to RCCD's staff and consultants at all reasonable times.

4.3 Review and Inspection. CONSULTANT shall allow representative of RCCD ("Representative") to inspect or review CONSULTANT's work in progress at any reasonable time.

4.4 Standard of Care; Licenses. CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner and shall secure and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the Services. CONSULTANT shall comply with all requirements of law in carrying out the Services.

4.5 Control and Payment of Subordinates. RCCD retains CONSULTANT on an independent contractor basis and CONSULTANT shall not be considered an employee of RCCD. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

5. COMPENSATION AND PAYMENT.

5.1 Compensation. Except as otherwise provided in this Section,

CONSULTANT shall receive compensation for all Services rendered under this Agreement according to the budget set forth in the Compensation Schedule attached hereto as Exhibit "B" ("Compensation Schedule"). Total compensation shall not exceed \$35,000 without written approval of RCCD's Representative, as designated herein. Extra Work may be authorized, as described below, and if authorized, will be compensated in accordance with the budget set forth in the Extra Work order.

5.2 Payment of Compensation. CONSULTANT shall submit to RCCD a

monthly statement indicating work completed by CONSULTANT. The Statement shall describe the services provided for that statement period. RCCD shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Each statement shall include a certification signed by CONSULTANT's Representative or an officer of the firm which reads as follows:

I hereby certify that the salary rates charged in this statement are the actual rates, effort allocated, and salaries paid to the employees listed.

Signed		
Title		
Date		
Statement No.		

5.3 Reimbursement for Expenses. CONSULTANT shall not be reimbursed any expenses unless authorized in writing by RCCD's Representative.

5.4 Extra Work. At any time during the term of this Agreement, RCCD may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any work which is determined by RCCD and CONSULTANT to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without a Contract Amendment as defined in Article 7.3.

6. RECORDS.

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

7. GENERAL PROVISIONS.

7.1 Termination. This Agreement may be terminated in whole or in part by either party upon thirty (30) days advanced written notice to the other party. In the event of termination, CONSULTANT shall be paid for approved expenses, non-cancelable charges performed up to the termination date. CONSULTANT shall deliver to RCCD all finished or unfinished Deliverables, where "Deliverables" is defined as the report to be submitted at the conclusion of the research project as defined in Exhibit A(6), prepared by CONSULTANT as part of the work of this Agreement prior to the date of termination.

7.2 Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, upon such terms and in

such manner as it may determine appropriate, services similar to those terminated.

7.3 Contract Amendment. In the event that the Parties determine that the Scope of Work or other provisions of this Agreement must be altered; the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

7.4 RCCD's Right to Employ Other Consultants. RCCD reserves the right to employ other consultants in connection with this Project.

7.5 RCCD's Representative. RCCD's Vice Chancellor, Administration and Finance, or his or her designee, shall serve as RCCD's Representative and shall have the authority to act on behalf of RCCD for all purposes under this Agreement. RCCD's Representative shall be available to the CONSULTANT staff at all reasonable times.

CONSULTANT's Representative. CONSULTANT contact for technical matters relating to the work performed hereunder is the "Principal Investigator": Dr. Dwight Jaffee Haas School of Business S545 Haas University of California Berkeley, CA 94720-1900 (510) 642-1273 jaffee@haas.berkeley.edu

CONSULTANT contact for administrative matters related to the work performed hereunder is: Jane Hartnett Sponsored Projects Office 336 Sproul Hall University of California Berkeley, CA 94720-5940 (510) 643-7365 jhartnett@berkeley.edu

The Principal Investigator shall work closely and cooperate fully with RCCD's Representative. The Principal Investigator shall be available to the RCCD staff at all

reasonable times. Any substitution in the Principal Investigator shall be approved in writing by RCCD's Representative.

7.6 Property of RCCD. All Deliverables prepared by CONSULTANT under this Agreement, shall become the property of RCCD upon the completion of the term of this Agreement. RCCD shall not be limited in any way in their use of such Deliverables at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCCD's sole risk and provided further that CONSULTANT shall be indemnified against any damages resulting from such use.

CONSULTANT shall have the right to use the Deliverables in furtherance of its mission of teaching, research, and public service.

This Agreement shall not preclude CONSULTANT from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to RCCD pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks, and products shall be the sole property of CONSULTANT.

7.7 Confidentiality. It is contemplated that the work under this Agreement can be carried out without disclosing any of RCCD's confidential information to CONSULTANT. However, should it become necessary for RCCD to disclose its confidential information to CONSULTANT, RCCD will notify CONSULTANT in advance and in writing. RCCD's confidential information will be clearly marked as such in writing. If information is orally disclosed which is deemed or desired by RCCD to be confidential, such confidential information must be reduced to writing by RCCD with thirty (30) days of oral disclosure and provided to CONSULTANT.

Information identified as confidential by RCCD shall not, without the prior written consent of RCCD, be used by CONSULTANT for any purposes other than the performance of the work of this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the work of this Agreement. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or it generally know, or becomes known, to the related industry shall be deemed confidential.

7.8 Use of Names and Trademarks. The Parties agree that neither will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to the Agreement or any product or service resulting from this Agreement, without prior written approval of the other Party.

7.9 Publication. Ownership of all Deliverables and copyrights arising from the Deliverables developed under this Agreement shall be vested in RCCD.

7.10 Indemnification. CONSULATANT shall defend, indemnify, and hold RCCD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONSULTANT, its officers, agents, or employees.

RCCD shall defend, indemnify, and hold CONSULTANT, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RCCD, its officers, agents, or employees.

The indemnification obligation of both Parties shall survive the expiration or termination of this Agreement.

7.11 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by CONSULTANT without the prior written consent of RCCD. Any subcontract shall include a provision obligating subcontractor to comply with each and every provision of this agreement including without limitation the insurance and indemnification obligations herein.

7.13 Subcontracting. CONSULTANT shall not subcontract any portion of the work required by this Agreement without the prior written approval of RCCD.

7.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.15 Time of Essence. Time is of the essence for each and every provision

of this Agreement.

7.16 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

7.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

> UC Berkeley Sponsored Projects Office 336 Sproul Hall, #5940 University of California, Berkeley Berkeley, CA 64720-5940 Jane E. Hartnett Tel: (510) 643-7365

cc:

Fisher Center for Real Estate and Urban Economics Haas School of Business, F602-#6105 University of California Berkeley Berkeley, CA 94720-6105 Dr. Cynthia Kroll, Senior Economist Tel: (510) 643-6112

Dr. James L. Buysse Vice Chancellor, Administration & Finance Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT CONSULTANT

Backup V-A-3-e January 24, 2006 Page 8 of 11

By: ______ Dr. James L. Buysse Vice Chancellor, Administration and Finance

By: _____ Jyl Baldwin Assistant Director Sponsored Projects Office University of California, Berkeley

Date: _____

Date: _____

EXHIBIT "A" TO RCCD CONSULTANT AGREEMENT

SCOPE OF WORK

Export assistance programs for small and medium sized firms have largely focused on merchandise exports. Yet in recent years, services trade has played an increasingly important role in both export and import activity in the United States. In addition, services businesses dominate the employment picture in much of California. Furthermore, services trade is contributing to a reshaping of employment opportunities within the state, as some technical and routine positions begin to be relocated offshore, while other types of opportunities expand.

Scope of Work:

This study will examine the effects of the expansion of services trade in California on employment and business prospects in the state. The study will include several tasks:

- 1. Overview of services employment and trade at the US level
 - a. Current levels of employment, output, and trade flows
 - b. Existing forecasts of output and employment growth
 - c. Firm size characteristics of services sectors
- 2. Identification of services sectors where US and California firms have a "comparative advantage" for exports.
 - a. Sectors with strong trade balances
 - b. Sectors with growing exports
 - c. Match with sectors with significant small to mid sized firm presence
 - d. Match with California economic base
- 3. Market study of international sales opportunities in comparative advantage sectors
 - a. Country and industry-specific research on market opportunities (where are US services sold; role of demographic linkages in international services trade)
 - b. Travel to overseas geographic areas where businesses are expanding multinational linkages (limited to two countries with strong potential markets)
 - c. Interviews with trade organization representatives, selected customers
 - d. Interviews with US agency representatives in offshore locations
- 4. Survey of California small and mid-sized firms in identified comparative advantage sectors.
 - a. Experience with services exports, imports, or foreign competition
 - b. Use of resources to assist in trade related activity
 - c. Unmet needs
- 5. Assessment of California resources to assist with services trade
 - a. Interviews with CITD programs
 - b. Identification of and interviews with other local, state, federal, private business and nonprofit programs that can provide resources.

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6. Report findings will highlight the services sectors where trade may be an opportunity for small and medium sized firms and will identify the types of programs that could be of assistance to these firms.

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EXHIBIT "B" TO RCCD CONSULTANT AGREEMENT

COMPENSATION SCHEDULE

•	Staff: 2 professional staff and 1 graduate student researcher at .25 time for 3 months	\$15,000	
•	Travel: Other expenses (communications, additional data, supplies not included Facilities and administrative expenses	\$7,500 \$500 \$12,000	
	Total	\$35,000	

Report No.: V-A-3-f

Date: January 24, 2006

Subject: Agreement with D & D Dance Center

<u>Background</u>: Attached for the Board's review and consideration is an agreement between Riverside Community College District and D & D Dance Center for facilities rental for Community Education classes that cannot be accommodated on the college campus. The term of the agreement is January 1, 2006 through December 31, 2007 at a rate of \$20 per hour. Funding source: Community Education Fund.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services. The activities outlined in the agreement are considered low risk in nature.

<u>Recommended Action:</u> It is recommended that the Board of Trustees ratify the agreement, from January 1, 2006 through December 31, 2007, at a cost of \$20 per hour of use, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

<u>Prepared by</u>: John Tillquist Dean, Business, CIS, Economic Development Cyndi Pardee Community Education Supervisor

AGREEMENT BETWEEN Riverside Community College District and D & D Dance Center

WHEREAS, Riverside Community College District, hereinafter designated "District," desires to use the facilities and premises of D & D Dance Center, hereinafter designated as "D&D" currently at 1605 Spruce Street, Riverside, California, for the purpose of holding Community Education programs; and

WHEREAS, D & D desires to cooperate with the District in the use of the facilities;

NOW, THEREFORE, the parties agree as follows:

- 1. For the use of D & D facilities, the District will contribute the sum of \$20.00 per hour during the period January 1, 2006 through December 31, 2007. This payment will be made at the end of each calendar month.
- 2. The District will be responsible for any damages other than normal wear and tear sustained to the building accruing through occupancy of the building by the District.
- 3. D & D shall bear costs such as lighting, air conditioning, heat and water.
- 4. The facility at 1605 Spruce Street meets all ADA requirements.
- 5. The District shall have the use of D & D on various mutually agreeable dates and times throughout the fiscal year as agreed upon by both parties.
- 6. Both D & D and the District mutually agree to indemnity and hold each other harmless from any obligations, costs, claims, judgments, attorney's fees and attachments rising out of, or in any way connected with the services rendered pursuant to this Agreement.
- 7. Additional Insured: D&D Dance Center agrees to name the District as an additional insured on their liability insurance.

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

Riverside Community College District

D & D Dance

By:	_
James L. Buysse	
Vice-Chancellor, Administration & Finance	

Ву:_____

David Vanderzell, Owner

Dates: ___

Dates: _

Report No.: V-A-3-g

Date: January 24, 2006

Subject: Agreement with United States Small Business Administration

<u>Background</u>: Attached for the Board's review and consideration is a request for approval to participate in United States Small Business Administration Grant for the Tri-Tech Small Business Development Center, (SBDC), in collaboration with California State University, Fullerton Foundation. The service dates of the contract are January 1, 2006 through December 31, 2006. Funding source: United States Small Business Administration Grant.

This request for approval to participate has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

<u>Recommended Action:</u> It is recommended that the Board of Trustees ratify the agreement, from January 1, 2006 through December 31, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: John Tillquist Dean, Business, CIS, Economic Development

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PAGE 02/03



U.S. SMALL BUSINESS ADMINISTRATION WASHINGTON, D.C. 20416

SMALL BUSINESS INST

2005 U=1 2

142787858

Ms. Vi Pham Lead Center Director Tri-County Lead SBDC California State University, Fullerton 800 N. State College Blvd., LH640 Fullerton, CA 92834

Dear Ms. Pham:

The U.S. Small Business Administration has received your application for continuation funding of your SBDC project. Upon finalization of our required review process and any budget discussions with you that may be necessary, we will issue a continuation Award Notice. The new budget cycle will be for the period January 1, 2006 through December 31, 2006.

You may continue to incur costs for normal Business activities at a level of approximately \$1,623,983 pending approval of final budgets. New award documents will be issued and mailed to you at the earliest possible date. The cooperative agreement number applicable to this continuation Award will be 6-603001-0066.

Should you have any questions pertaining to this continuation letter, please feel free to contact me on (202) 205-6766. I will be happy to assist you in making this project successful.

Sincerely,

Antonio Doss Associate Administrator Office of Small Business Development Centers

SBA IS AN EQUAL OPPORTUNITY EMPLOYER AND PROVIDER

Backup V-A-3-g January 24, 2006 Page 2 of 2

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SMALL BUSINESS INST

PAGE 02/02



Serving the University in the Spirit of Excellence

January 1, 2006

Salvatore Rotella Chancellor Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299

RE: LETTER OF INTENT - CSUF/Riverside Community College District Subcontract U.S. Small Business Administration Award

Dear Mr. Rotella:

Please accept this Letter of Intent from California State University Fullerton Foundation to enter into a contract with Riverside Community College District for services provided by the TriTech Small Business Development Center (TriTech).

The Letter of Intent is contingent upon approval of the new budget for the calendar year 2006 by the prime sponsor, U.S. Small Business Administration (U.S. SBA). Any expenses incurred against these funds prior to receipt of the official funding for the U.S. SBA is at the risk of Riverside Community College District.

The budget for the period of January 1, 2006 through December 31, 2006 is comprised of \$223,012.00 in federal funds for TriTech. These funds are matched by \$111,506.00 of cash match and \$111,506.00 of in-kind support. The matching requirement is one non-federal dollar for each SBA dollar for the project period. And, no less than 50% of the match must be cash. The term of the contract will be from January 1, 2006 through December 31, 2006.

Upon approval of the budget by the U.S. SBA, a subcontract and purchase order will be generated. The purchase order will include the final approved amounts and billing instructions.

If you have any questions or concerns, please contact me at (714) 278-4113.

Sincerely.

anta chite 1 h

Tanya Thompson Acting Director, Sponsored Programs

cc: John Tillquist, Director, Orange County SBDC Vi Pham, Director, Lead SBDC

2600 NUTWOOD AVENUE, SUITE 275 . FULLERTON, CALIFORNIA 92831-3137

Report No.: V-A-4-a

Date: January 24, 2006

Subject: Agreement with Toyota Motor Sales, Inc.

<u>Background</u>: Presented for the Board's review and consideration is a renewal of an existing agreement between Riverside Community College District and Toyota Motor Sales, Inc. to provide training for students in the Toyota T-TEN Program from November 1, 2005 through October 30, 2007. Funding source: No cost to the District.

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

<u>Recommended Action</u>: It is recommended the Board of Trustees ratify the agreement, from November 1, 2005 through October 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Ron Vito District Dean Occupational Education

Backup V-A-4-a January 24, 2006 Page 1 of 8



Technical Education Network TRAINING AGREEMENT

This Agreement is made this 1st day of November 2005 between Toyota Motor Sales, U.S.A., Inc. on behalf of its Toyota and Lexus divisions (hereinafter referred to as "Toyota") and Riverside Community College (hereinafter referred to as "School").

RECITALS

A. Toyota has established a program pursuant to which Toyota provides support to educational institutions with the goal of providing more accessible technical training to Toyota and Lexus dealer franchise technicians and developing qualified entry level technicians for Toyota and Lexus dealer franchises known as the Toyota Technical Education Network ("T-TEN Program").

B. School desires to participate in the T-TEN Program with the goal of providing for its automotive students, a high quality educational experience, which parallels today's technology.

NOW, THEREFORE, Toyota and School agree as follows:

Section A - School's Obligations

<u>T-TEN Program Policies and Procedures Manual</u>. The obligations of the School and the requirements to be met by School with respect to its participation in the T-TEN Program, including certification requirements, instructor qualifications and training, curriculum, recruiting, accounting and administrative and other matters are specified in the Toyota Technical Education Network Policies and Procedures, as in effect from time to time (the "Manual"). School agrees and acknowledges that its agreement to meet such obligations and requirements are a condition to School's continuing participation in the T-TEN Program and to Toyota's obligation to continue to provide support of School's T-TEN Program as agreed upon by School and Toyota. In addition to complying with its obligations under the Manual, School agrees as follows:

- 1. School must be National Automotive Technicians Education Foundation (NATEF) certified in the areas indicated below:
 - Automatic Transmissions
 - Brakes

- Electrical Systems
- Engine Performance
- Engine Repair
- Heating and Air Conditioning
- Manual Transmission/Transaxle
- Suspension and Steering

School is responsible for ensuring that its NATEF certifications are current. NATEF certifications must be renewed every five years. See page 15 – NATEF Certifications, in the Manual.

- 2. School shall provide and appropriate number of days of in-service release time per year for appropriate full-time automotive instructors to attend Toyota technical training courses needed to maintain Toyota Certification. See page12 Instructor Criteria, in the Manual.
- 3. School shall appoint a program coordinator who will represent School in all matters relating to this Agreement and who will be considered by Toyota as the key contact person. See page 11 – T-TEN Coordinator, in the Manual.
- 4. In the spirit of the cooperative link established by this Agreement, School agrees to expand the scope of its automotive program as necessary to meet the curriculum, facilities and other requirements specified in the Manual. See page 4 – Curriculum and page 18 – Facilities and Signage, in the Manual.
- 5. When School no longer desires to use equipment, vehicles or components furnished to School by Toyota for use in School's training programs, the School shall dispose of such items in compliance with the terms of the Manual and all applicable laws. School shall <u>not</u> sell or transfer, or permit the sale or transfer of donated equipment or components or portions thereof, without prior written approval of Toyota. See page 30 Training Equipment, Components and Materials in the Manual.

Section B - Toyota Obligations

As contemplated in the Manual, Toyota will provide training and financial support, including the following:

- 1. Toyota shall make available a minimum of one (1) training space in each Toyota course scheduled at School's facility (or, if courses are not held at School, at a Toyota District or Regional Training Center) for the purpose of in-service training of School's automotive instructors. See page 12 Instructor Criteria, in the Manual.
- 2. Toyota shall provide, through donation or loan, training props selected by Toyota, vehicles for use in training, as well as special service tools and equipment selected and deemed necessary by Toyota, in each case, when available and applicable to the Schools need. Generally, need is determined by Toyota with reference to the number of students enrolled and/or the average annual T-TEN Program graduate count from the School. School is responsible for procuring insurance against loss of all loaned or donated equipment, and for obtaining automotive liability insurance with respect to any driving vehicle that may be provided by Toyota to School in connection with the T-TEN Program. See page 30 – Training Equipment, Components, and Materials and page 34 –Vehicles, in the Manual.
- 3. Curriculum Toyota shall provide School with a recommended student curriculum containing Toyota-specific automotive course recommendations for all T-TEN Programs. See page 4 Curriculum, in the Manual.

Section C - Worksite Education Experience, Dealer Advisory Committee, Recruitment and Placement

School acknowledges that an essential element of the T-TEN Program is the requirement that each student participate in a worksite education experience with a Toyota or Lexus dealer or affiliated repair facility. School will establish and have sole responsibility for the Toyota worksite education experience curriculum at the School, Toyota and Lexus school advisory committee and Toyota student recruitment/placement system, and sponsorship of each student in a franchise dealer. All hiring decisions are made by individual Toyota and Lexus dealers. Toyota does not guarantee that any student will be employed by a Toyota or Lexus dealer; either in a worksite education experience or after graduation. See page 3 – Recruiting and Enrollment and page 7 – Worksite Education Experience, in the Manual.

Section D - Communication and Reporting

Toyota has established an electronic communication and document processing system (T-TEN Online) which it shall make available to the School. T-TEN Online will be used by Toyota and School as the principal means of communication and reporting in connection with School's participation in the T-TEN Program. School agrees to (a) abide by all security restrictions established by Toyota from time to time in connection with T-TEN Online; and (b) acquire and maintain computer hardware and software necessary to connect to T-TEN Online at the School's facility. See page 26 - T-TEN Online, in the Manual.

Section E - Satellite Training Facility

In the event that the parties agree that Toyota shall use the School's facilities as a satellite training facility for Toyota franchise dealership technicians, the parties shall execute a Satellite Training Facility Addendum to this Agreement.

Section F - Term of Agreement

This Agreement shall commence on the date that the last of the parties execute this document and shall continue for a term of two years thereafter, at which time it is subject to renewal or renegotiation on the part of the School and Toyota; provided, however, that either party may terminate this Agreement at any time, with or without cause, with a minimum of one (1) months written notice being provided to the person identified by name and title below.

Should Toyota or School decide to terminate this agreement, all loaned items shall be returned to Toyota. Donated equipment and components to be returned to Toyota shall be discussed and mutually agreed upon by both parties. See page 30 – Training Equipment, Components and Materials, in the Manual. All parties shall cooperate in the orderly winding down of the School's T-TEN training program, including the completion of any training courses in progress at the time of termination, and support of students enrolled in the program.

Backup V-A-4-a January 24, 2006 Page 5 of 8

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

Riverside Community College:	Toyota:
Ву:	Ву:
Title:	Title: Fixed Operations Personnel Development Manager
Date:	Date:

Addendum A Satellite Training Facility

This Addendum A to Toyota Technical Education Training Network Training Agreement between Toyota Motor Sales, U.S.A., Inc. and Riverside Community College (the "Training Agreement") sets forth additional obligations of the parties with respect to Toyota's use of School's facilities as a satellite training facility for Toyota franchise dealership technicians.

- 1. School Obligations. In addition to those facilities requirements specified in the Manual (See page 18 Facilities and Signage) School agrees to furnish Toyota with the following facilities and equipment during the term of the Training Agreement.
 - a. School will provide classroom space for use, on a prearranged basis, by Toyota training staff to instruct Toyota franchise dealership personnel. The classroom shall be equipped with seating for 12 students, a chalkboard/whiteboard, a projection screen and adequate lighting and heating and ventilation systems.
 - b. School shall provide the shop area for use, on a prearranged basis, by Toyota training staff to instruct Toyota franchise dealership personnel. The shop area shall contain adequate work stalls, work benches, emission exhaust system and appropriate lighting and heating and shall otherwise fully comply with all federal, state and local health and safety laws.
 - c. School shall provide a securable storage area for use by Toyota for storage of necessary training props and materials (e.g., student workbooks, A.V. materials).
 - d. School shall provide, or make available major shop equipment for use, on a prearranged basis, by Toyota training staff to instruct Toyota franchise dealership personnel.
 - e. School shall allow Toyota to utilize special service tools, equipment and simulators that have been donated/loaned to the School by Toyota on a prearranged basis, by Toyota training staff to instruct Toyota franchise dealership personnel.

- f. School shall allow Toyota to utilize classroom, and shop areas a minimum of six (6) weeks per calendar year and four (4) days per scheduled week. School shall allow access to the shop/classroom areas from 8:00 a.m. to 5:00 p.m. on the scheduled days.
- g. School shall provide adequate parking and temporary parking passes, as needed for Toyota training staff and student franchise dealership personnel.
- h. School shall <u>not</u> require fees or tuition be paid by Toyotainstructed franchise dealership technicians in conjunction with this program, unless otherwise agreed upon and contained in an addendum to this agreement.
- 2. Toyota Obligations. In consideration of School's agreement to furnish the facilities, materials and meet the other obligations specified in Section 1 of this Addendum, Toyota agrees as follows:
 - a. Toyota shall provide the instructor, curriculum and all consumable materials and supplies necessary for Toyota's instruction of franchise dealership technician courses at School's facility.
 - b. Toyota shall provide all special tools and equipment necessary for instruction of courses unless otherwise provided by School as indicated in Section.2.d or 2.e of this Addendum A.
 - c. Toyota warrants that its instructors will observe all regulations of the School and will exercise utmost care in the use of School's premises and property.
 - d. Toyota, at its expense, shall defend and shall indemnify and hold harmless the School, its officers and employees from and against all claims, causes of action, suits, losses, damages and expense (including attorneys' fees and costs of investigation and litigation) to the extent based upon or arising out of Toyota's use of School facilities under this Addendum A; provided that Toyota shall not be liable to the extent Toyota establishes that any claim, cause of action, suit, loss, damage or expense is caused by the fault or negligence of the School. School shall give Toyota reasonable notice of any claims

threatened or made or suits instituted against it which could result in a claim of indemnification hereunder.

- e. Toyota, at its expense, shall maintain the following insurance coverage:
 - (i) Commercial general liability insurance for claims for property damage, bodily injury or death, arising out of and in connection with Toyota's use and occupancy of School's Facilities pursuant to this Agreement, in the minimum single limit (or equivalent split limits) of One Million Dollars (\$1,000,000.00) per occurrence.
 - (ii) Workers' Compensation Insurance coverage for Toyota employees as required by law.

School shall be an additional insured under Toyota's commercial general liability insurance policy. Toyota shall provide evidence of its procurement of the above insurance to the School upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum A to Training Agreement as of the date first above written.

Riverside Community College:	Toyota:
By:	Ву:
Title:	Title: Fixed Operations Personnel Development Manager
Date:	Date:

Report No: V-A-5-a

Date: January 24, 2006

Subject: Agreement with Hugh Robert Riddle

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Hugh Robert Riddle to provide a one-day workshop on "Making Music with My Children" on February 23, 2006 in The Little Theater Auditorium on the RCC Norco Campus. The term of the agreement is January 25, 2006 through February 23, 2006 and includes a fee of \$500.00. Funding source: First 5 Riverside, Riverside County Children and Families Commission.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the above agreement, from January 25, 2006 to February 23, 2006, in the amount of \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Irving G. Hendrick Dean of Education Sarah Burnett Instructor, Early Childhood Studies

Backup V-A-5-a January 24, 2006 Page 1 of 2.

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND HUGH ROBERT RIDDLE 31840 Railroad Canyon Road, Canyon Lake, CA 92587

THIS AGREEMENT is made and entered into by and between Riverside Community College District (District) and Hugh Robert Riddle (Speaker) on January 25, 2006.

The parties hereto mutually agree as follows:

- 1. The speaker agrees to provide the following services: Participate in the creation of a video to be filmed at the RCC Norco Child Development Center and use this video in a presenting a community workshop on "Making Music with My Children" on February 23, 2006 from 6:30 p.m. to 8:30 pm.
- 2. The service outlined in Paragraph 1 will be provided at the Little Theater Auditorium, room THTR-103 on the RCC Norco campus. The District shall provide the Speaker adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
- 3. The services rendered by the Speaker are subject to review and supervision by the Chancellor and other designated representatives of the District.
- 4. The term of this agreement shall begin January 25, 2006 and end February 23, 2006,
- 5. Payment in consideration of this agreement shall not exceed \$500.00 including Speaker's fee and mileage charges.
- 6. Speaker shall hold harmless, indemnify, and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors, or omissions of the Speaker.
- 7. Speaker shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
- 8. The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

Backup V-A-5-a January 24, 2006 Page 2 of 2.

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

Hugh Robbie Riddle

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

Report No.: V-A-6-a

Date: January 24, 2006

Subject: Agreement with Scott Tennant

<u>Background</u>: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Scott Tennant to provide services as the guest artist and instructor for the RCC Scott Tennant Concert and Master Class. The term of the agreement is for March 1, 2006 for a fee of \$1,500.00. Funding source: General Fund.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement, for March 1, 2006, for \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Virginia McKee-Leone Dean of Instruction Charlie Richard Department Chair, Performing Arts Associate Professor Music

Backup V-A-6-a January 24, 2006 Page 1 of 1

AGREEMENT BETWEEN SCOTT TENNANT AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 25th day of January 2006 by and between SCOTT TENNANT 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 and Instructor for District's Department of Performing Arts Scott Tennant Concert and Master Class March 1, 2006.
- 2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 4. Payment in consideration of this agreement shall not exceed \$1500.00.
- 5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Scott Tennant

Riverside Community College District

Consultant Signature

James L. Buysse Vice Chancellor, Administration and Finance

Report No.: V-A-7-a

Date: January 24, 2006

Subject: Agreement with Lifesigns, Inc.

<u>Background</u>: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Lifesigns, Inc. This is a renewal of an existing agreement to provide sign language interpreter services for ASL instructors for Riverside City and Moreno Valley campuses as needed. The term of the agreement is for July 1, 2005, through June 30, 2006, at the rate of \$60.00/hour standard and \$70.00/hour emergency, not to exceed \$12,000.00. Funding source: General Fund.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees ratify the agreement, from July 1, 2005, through June 30, 2006, for an amount not to exceed \$12,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella Chancellor

Prepared by: Virginia McKee-Leone Interim Dean of Instruction Lisa Conyers Dean of Instruction



SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT

Specifications and Responsibilities:

1. Intent

LIFESIGNS, Inc. provides communication services to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.

Subject to the availability of interpreters, LIFESIGNS agrees to provide communication services upon request to CUSTOMER. CUSTOMER agrees to the following conditions, rates and services listed below. The following conditions, rates and services apply for communication services provided by LIFESIGNS on an as-needed basis.

2. Definitions

<u>After-hours:</u> Monday through Friday after 5:00 p.m. and before 8:30 a.m., weekends and holidays.

<u>Business hours:</u> Monday through Friday, between 8:30 a.m. to 5:00 p.m. excluding weekends and holidays.

<u>Emergency Interpreting</u>: Interpreting services requested by medical, mental health or law enforcement with less than 24- hour notice, and also including last minute requests for the same day will be treated as such.

3. Communication Services

Sign Language Interpreting: LIFESIGNS staff and subcontracting interpreters are certified by either the National Association of the Deaf (NAD) or Registry of Interpreters for the Deaf (RID). Most certificate holders have completed professional interpreter, training and have extensive professional interpreting experience

Legal Interpreting: Legal interpreting requires specialized knowledge and rigorous training of legal interpreting, settings and the language used in the legal system.

Team Interpreting: Interpreting demands constant mental and physical stamina, therefore some assignments, particularly those that are lengthy or complex, will require a team of two interpreters rotating at intervals of 20 to 30 minutes.

LIFESIGNS reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally, assignments exceeding 2 hours will require team interpreters.

Tactile Interpreting: This service is a form of sign language interpretation specifically for deaf-blind individuals.

Intermediary Interpreting: An intermediary interpreter (deaf interpreter) may be needed when the communication mode of a deaf consumer is so unique that it cannot be adequately accessed by interpreters who are hearing.

Oral Interpreting: This service involves interpretation by use of facial expression, lip/ mouth movement and hand gestures for deaf and hard of hearing individuals who do not rely on sign language for communication.

Emergency Interpreting: Emergency requests for medical, mental health and law enforcement interpreting are given top priority. Certified sign language interpreters are on call 24-hours a day, 7 days a week specifically for life threatening emergencies.

To request emergency interpreting services during business hours please call (323) 550-4210 or (888) 930-7776. To request emergency interpreting services after-hours please call (800) 633-8883. Please do not call the emergency line to make appointments. This line is for emergencies that require immediate response.

It is recommended that the request be made immediately. Cost of service is incurred to CUSTOMER only when an interpreter is dispatched. Due to the high demand of interpreters, all efforts will be made to provide interpreter as soon as possible.

On rare occasions if LIFESIGNS reasonably believes a client may be a danger to the interpreter, LIFESIGNS has the right to refuse service for that client.

4. Fee Schedule:

Sign Language, Oral and Tactile Interpreting: \$60.00 per hour with a 2-hour minimum.

Team Interpreting: Assignments requiring a team of two interpreters rotating at intervals of 20 to 30 minutes will be charged \$60.00 per hour, per interpreter with a 2-hour minimum.

Emergency Interpreting and last minute requests made for the same day: \$70.00 per hour with a two-hour minimum.

Legal Interpreting: Due to the nature and complexity of legal appointments (i.e. Litigation, Depositions and Mediations) LIFESIGNS requires two interpreters be present for any legal appointments. LIFESIGNS will charge \$400.00 per interpreter for any assignment 4 hours or less. Any appointments over four hours is charged at \$500.00 per interpreter.

5. Policies and Procedures for CUSTOMER

Communication Services Request

Due to the high demand for communication services, LIFESIGNS requires that all requests must be made with a minimum of 5 to 14 working days advance notice. LIFESIGNS cannot guarantee interpreters for any request made in less than the required notice, however every effort will be made to secure an interpreter.

When requesting an interpreter, please provide the following information:

- 1. Date of service.
- 2. Time span of service.
- 3. Address of assignment (including cross street, room numbers, building, parking location and fees or any other pertinent information).
- 4. Contact person and phone number at the interpreting site.
- 5. Nature of the assignment.
- 6. Billing information (authorized person, attention to whom and purchase orders if required etc...)

Due to tight schedules and our commitment to provide service to as many clients in need, we highly suggest you secure interpreter for the exact time you anticipate to complete your request. Any assignment going over original time requested, excess time will be billed at EMERGENCY RATE.

Cancellation / No Show Policy

Cancellation for assignments lasting two hours or less will require 25-business hour advance notice of cancellation. Cancellation for assignments lasting longer than two hours will require a 49-business hour advance notice of cancellation. LIFESIGNS requires that all cancellations MUST be in writing via fax 323/550-4215 or e-mail gmartinez@gladinc.org.

Cancellation must be made during business hours. If the cancellation is not made within the specified amount or time, the CUSTOMER will be billed for the total amount of time requested. Weekend and holidays are not considered regular business hours.

The failure of CUSTOMER'S client or patient to show up for the scheduled appointment will not discharge the CUSTOMER from responsibility of full payment for services.

Remittance for Service

Payment of invoice(s) is required within 30 days of receipt by CUSTOMER of invoices.

LIFESIGNS agrees that it will look solely to CUSTOMER for payment of fees for services rendered to CUSTOMER'S members. LIFESIGNS shall not directly bill, charge, collect or receive any form of payment from CUSTOMER'S member harmless in the event CUSTOMER cannot or will not pay for services.

Backup V-A-7-a January 24, 2006 Page 4 of 6

Independent Contractor Status

The parties hereto are independent contractors at all times and neither shall be considered the employee, agent or partner of the other.

Grievance Procedures

Suggestions for improving LIFESIGNS are always welcome. At some time during the contractual relationship, the CUSTOMER may have a complaint, suggestion or question regarding LIFESIGNS Policies and Procedures or services. Good-faith complaints, questions and suggestions are also of concern to LIFESIGNS. Please use the following guidelines when addressing concerns:

- Within a week of the occurrence, please inform the Director of LIFESIGNS who will then investigate and attempt to provide a solution or explanation. If the complaint is regarding the Director, the CUSTOMER has the right to bring the situation to the attention of the CEO of the Greater Los Angeles Agency on Deafness, Inc. (Parent organization).
- 2. CUSTOMER may also state the concern in writing and present it to the Director of LIFESIGNS.

In order to resolve an issue through grievance procedures, a written statement must contain the following:

- Provide a specific complaint, suggestion or question.
- Describe what took place.
- Furnish date/s of incidents. Include names and title of individuals who are part of the grievance, suggestion or question.
- Include all supporting documentation.
- State a resolution or suggestion on an action to bring resolution.
- Avoid assumptions, use facts.

Termination or Services

Either party may terminate this Agreement without cause effective 30 days after receipt of written notice provided to the other party by the terminating party.

Either party may terminate this Agreement with cause for any material breach of this Agreement upon notice served to the other party specifying the nature of the breach.

The breaching party shall have 30 days to cure the breach and, if it fails to so cure the breach, the Agreement shall terminate immediately at the end of the 30-day notice period.

Backup V-A-7-a January 24, 2006 Page 5 of 6

Hold Harmless

The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses (including without limitation actual attorneys fees) liabilities resulting from their own acts or omissions in connection with the performance of this agreement.

Each party hereto shall, at its own sale cost and expense, procure and maintain such policies of professional liability and/ or errors and omissions insurance, and other insurance as shall be necessary to insure them and their employees, agents or affiliates against any claim or claims for damages arising by reason of the performance by wither party of the obligations required by this agreement.

Governing Law and Partial Invalidity

LIFESIGNS hereby acknowledges that CUSTOMER is a California Health Care Service Plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (the Act) as amended, and both parties shall be bound by the terms and requirements of the Act and regulations promulgated therefore.

Further, LIFESIGNS acknowledges that CUSTOMER, its providers and its business partners are subject to laws and regulations relating to state and federal public health programs, including Medi-Cal and Medicare programs. The parties hereto agree that they shall comply with all laws and regulations relating to such public health programs.

LIFESIGNS understands and acknowledges that, as part of this Agreement, it will compile and maintain or have access to certain medical information relating to CUSTOMER'S members and that such information is subject to the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereto. LIFESIGNS agrees that it shall maintain the confidentiality and security of personally identifiable health information relating to CUSTOMER'S members and shall insure that its subcontractors comply with such laws and regulations.

LIFESIGNS agrees to enter into a "Business Associate Agreement" with CUSTOMER when and as required by HIPAA and its regulations.

The laws of the State of California shall govern this agreement. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Backup V-A-7-a January 24, 2006 Page 6 of 6

Amendments

This Agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party hereto. All such amendments shall be attached hereto and shall become a part of this Agreement immediately upon full execution of each amendment.

Any provisions required to be in this Agreement by any applicable law or regulation shall bind both parties to this Agreement, whether or not expressly provided in this Agreement. Either party shall notify the other party of such requirement in writing at least 30 days before the effective date of such law or regulation.

Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given immediately if personally delivered or two business days after having been placed in the United States mail, addressed to the addresses set forth below the signatures on this Agreement.

Counterparts

This Agreement may be executed in counterparts, each one of which shall be deemed an original and all of which together shall constitute one and the same document.

The undersigned understands and agrees to comply with the policies and procedures for utilizing Communication Services from LIFESIGNS, Inc.

CUSTOMER INFORMATION

Riverside Community College Agency Name

Maureen J. Paul Contact Person

(951) 222-8621 Contact Phone Number

James L. Buysse Authorized Agent Name (print)

Authorized Signature

Dr. Patricia Hughes CEO LIFESIGNS Tax ID: 95:4044564 4800 Magnolia Ave. Billing Address

Riverside, CA 92506

City, State, Zip

(951) 222-8073

Contact Fax Number

Vice Chancellor, Administration and Finance Title

Date Interpreter Referral Specialists

(323) 550-4210 or (888)930.7776 Contact Phone Number (323) 550-4215 Contact Fax

Report No.: V-A-8-a

Date: January 24, 2006

Subject: Agreement with Emily Gatesman

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Emily Gatesman for assistant to the director services for the Performance Riverside production of The Music Man. The term of this agreement is January 25, 2006 through February 10, 2006 for a fee of \$1,000.00. Funding source: General Fund.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement, from January 25, 2006 through February 10, 2006, 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: Carolyn L. Quin Dean, Riverside School for the Arts

Backup V-A-8-a January 24, 2006 Page 1 of 2

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND EMILY GATESMAN

THIS AGREEMENT is made and entered into on this 25th day of January, 2006, by and between Emily Gatesman, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

- 1. The consultant agrees to provide assistant to the director services for Performance Riverside's production of The Music Man.
- 2. The services outlined in Paragraph 1 will be provided in the Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.
- 3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 4. The term of this agreement shall be from January 25, 2006, through February 10, 2006.
- 5. Payment in consideration of this agreement includes a service fee that shall not exceed \$1,000.00 payable after receipt of invoice for services provided.
- 6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

Backup V-A-8-a January 24, 2006 Page 2 of 2

8. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District	Emily Gatesman
James L. Buysse Vice Chancellor, Administration and Finance	Consultant

Date

Date

Report No.: V-A-8-b

Date: January 24, 2006

Subject: Agreement with Valentino's Costumes

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Valentino's Costumes for costume rental and costume building services for the Performance Riverside production of Smokey Joe's Café. This agreement requires a \$3,000.00 refundable deposit and a rental cost of \$2,700.00. The term of this agreement is January 25, 2006 through April 19, 2006 with the return of rental materials due during the week of April 24, 2006. Funding source: General Fund.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement, from January 25, 2006 through April 19, 2006, for a \$3,000.00 refundable deposit and costume rental and building services fee of \$2,700.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

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

Backup V-A-8-b January 25, 2006 Page 1 of 1

November 23, 2005 To: Diane, Performance Riverside From: Valentino's Costumes Re: Smokey Joes' Café Costume Rental

This is the proposed rental for of costumes for Smokey Joes', and shall be considered a proposal, and not a concrete agreement.

Due to several unknown factors, (mainly cast measurements) the following is a quote for the rental.

Rental Quote: \$2,700.00.

The rental shall include the following:

1. All costumes (clothing items) needed for the show, that are in stock at Valentino's Costumes.

2. All accessories (jewelry, shoes, hats, etc.) needed for the show, that are in stock at Valentino's Costumes.

3. A build to rent of 4 gold jackets.

4. Pulling of costumes for the show.

The following are not included:

1. Alterations.

2. Delivery or return of costumes

3. Shopping for needed items not available in stock at Valentino's Costumes

4. Shipping fee

5. Maintenance and cleaning of costumes, including final cleaning

Terms of rental:

1. A 60% deposit must be left to start the pull, fittings and build of the show. The balance is due at the time of pick-up of the show.

 The Production Rental period is for 12 weeks. Any extension beyond that period is billable as an additional rental period. Rental period starts on date of shipping or pick up.
 A current Certificate of Insurance must be on file with Valentino's Costumes before

costumes will be released. 4. A deposit check in the amount of \$3,000.00 is required. This amount will be refunded when the entire show is returned. (May also be done on a credit card)

5. Any loss, damage or cleaning will be deducted from the deposit before it is refunded.

6. All costumes must be returned clean and in good condition.

7. No permanent alterations, distressing, or dying of costume pieces is permitted.

8. All costumes must be returned to Valentino's Costumes no later than 10 days after the closing date of the show.

Riverside Community College District

Shon LeBlanc

James L. Buysse Vice Chancellor, Administration and Finance Valentino's Costumes

Date

Date

Report No: V-A-8-d

Date: January 24, 2006

Subject: Agreement with The Artists' Collective

<u>Background</u>: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and The Artists' Collective for a performance salon of Miné: A Name for Herself by Mary H. Curtin and Theresa Larkin by Riverside School for the Arts. This agreement for additional services necessary to support the performance will be provided by the District. The term of this agreement is January 25, 2006 through February 22, 2006. Funding source: General Fund.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement, from January 25, 2006 through February 22, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

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

Backup V-A-8-d January 24, 2006 Page 1 of 2

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE ARTISTS' COLLECTIVE

THIS AGREEMENT is made and entered into on this 24th day of January 2006, by and between The Artists' Collective, located at 7223 Woodrow Wilson Drive, Hollywood Hills, CA 90068, 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 one performance salon of "Miné: A Name for Herself" written by Mary H. Curtin and Theresa Larkin, on Wednesday, February 22, 2006, under the sponsorship of Riverside School for the Arts.
- 2. The services outlined in Paragraph 1 will be provided on the stage of the Landis Performing Arts Center on the campus of Riverside City College. The District, using the professional production capabilities of Performance Riverside and support from the Instructional Media Center, shall provide the Consultant with five portable projectors, five laptops, five screens, a free-standing sound system, theatrical lighting for the production, technical staff to handle lighting and sound, one tech rehearsal, set construction of some pieces, risers, chairs, tables, dressing rooms and rest areas, program printing, up to ten complimentary tickets, two LED Color Blasts, an LED power supply, and an LED lighting console, and transportation of existing set pieces to Landis PAC.
- 3. The Consultant shall provide the District with a complete production of the performance salon, "Mine: A Name for Herself" with Equity actors to be paid by the Consultant, one Mackie Mixer, tech crew to run the projectors, a stage manager, an electronic version of the print-ready program, food and beverages that are part of the production, set striking and clean-up, and transportation of all set pieces away from Landis PAC on Wednesday evening after the show.
- 4. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
- 5. The term of this agreement shall be from January 25, through February 22, 2006.
- 6. Cash payment in consideration of this agreement includes a service fee of \$5,000.00 which was paid to The Artists' Collective as authorized by a contract signed on

Backup V-A-8-d January 24, 2006 Page 2 of 2

October 17, 2005. The District reserves the right to set the ticket prices for this performance and to retain all proceeds from the sale of tickets.

- 7. 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.
- 8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
- 9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

The Artists' Collective

James L. Buysse Vice Chancellor, Administration and Finance Theresa Larkin, The Artists' Collective

Date

Date

Report No.: V-A-9-a

Date: January 24, 2006

Subject: Agreement with April Franco

<u>Background</u>: Attached for the Board's review and consideration is an agreement between Riverside Community College District and April Franco, to prepare and conduct a series of twenty (20) four-hour workshops per month, beginning January 25, 2006 and continuing through June 30, 2006. The fee for these services shall not exceed \$4,000.00. The workshops will meet the requirements of providing Life Skills instruction as outlined in the Foster Youth Emancipation Program contract. Funding source: Riverside County Department of Public Social Services.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement, from January 25, 2006 through June 30, 2006, for an amount not to exceed \$4,000.00, 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 Director, Workforce Preparation Grants and Contracts

WORKSHOP FACILITATOR AGREEMENT BETWEEN

APRIL FRANCO AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this <u>25th day of January 2006</u>, between <u>April Franco</u>, hereinafter referred to as the "Facilitator," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning January 25, 2006, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

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

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Riverside Community College Foster Youth Emancipation Program. It is expected that the Facilitator will conduct twenty (20) 4-hour workshops during the year. Total payments to the Facilitator are not to exceed \$4,000.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 <u>Minimum Amount of Service</u>. Facilitator agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator's sole discretion, sees fit.
- 4.02 <u>Indemnification and Hold Harmless</u>. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the

performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 <u>Assignment and Delegation</u>. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 <u>Treatment of the District Information</u>. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.05 <u>Intellectual Property</u>. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the nondiscrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Facilitator, as a government sub Facilitator, further agrees that

when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

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

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

- 7.01 <u>Entire Agreement of the Parties</u>. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 <u>Independent Contractor</u>. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse Vice Chancellor, Administration & Finance April Franco

Date

Date

Backup V-A-9-a January 24, 2006 Page 4 of 4

EXHIBIT A

Facilitator Agreement between April Franco and Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of twenty 4-hour workshops to participants in the Riverside Community College Foster Youth Emancipation Program in Riverside County beginning January 25, 2006 through June 30, 2006. The workshop will address various issues for youth preparing to emancipate from foster care. Curriculum topics include education options, employment readiness, self esteem, and basic life skills. Specific workshop dates and locations to be determined in consultation with the Director of the Riverside Community College Foster Youth Emancipation Program.

DELIVERABLES

The following will be delivered to Foster Youth participating in the Life Skills Classes as a result of the provision of services described within this scope of work.

• Conduct twenty 4-hour workshops as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$4,000, for the delivery of twenty (20) four-hour workshops include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

Report No.: V-A-9-b

Date: January 24, 2006

Subject: Amendment to the Agreement with Riverside County Department of Social Services

<u>Background</u>: Presented for the Board's review and consideration is an amendment to the agreement between Riverside Community College District and Riverside County Department of Public Social Services (DPSS) for Independent Living Skills/Emancipation Services initially presented to the Board on June 21, 2005. The amendment redistributes contract funds to provide equipment for additional staff that are required by the Foster Youth Program. The term of this modified agreement remains July 1, 2005 through June 30, 2006. Funds provided by Riverside County DPSS remain as started in the original agreement, \$1,100,000.00. Funding source: DPSS Independent Living Skills/Emancipation Services.

<u>Recommended Action</u>: It is recommended that the Board of Trustees ratify this amendment to the agreement, for July 1, 2005 through June 30, 2006, for \$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 Director, Workforce Preparation Grants and Contracts

DEPARTMENT OF PUBLIC SOCIAL SERVICES AMENDMENT #1 TO THE INDEPENDENT LIVING SKILLS/EMANCIPATION SERVICES AGREEMENT WITH RIVERSIDE COMMUNITY COLLEGE DISTRICT

The Agreement, CP 1922 00, made by and between the County of Riverside Department of Public Social Services, herein referred to as "DPSS," and the Riverside Community College District, herein referred to as the "Contractor," for Independent Living Skills/Emancipation services for youth who are, or has been wards or dependents of the Juvenile Court and in out-of-home care in Riverside County is amended in the following particulars and no other:

- 1. On page 15 of 32, section V, paragraph 32.a, delete the last sentence structure and replace it with "The Contractor may provide funds to the youth for:"
- 2. On page 16 of 32, section V, paragraph 32.b, delete the first bullet and replace it with "Annual California Youth Connection conference fees (10 youth and 2 adult supporters)"
- 3. Remove and destroy the existing Exhibit D, and replace it with the attached Amendment #1 Exhibit D.
- 5. The effective date of this Amendment is September 1, 2005.

The undersigned, as authorized representatives of the County and Sponsor respectively, certify the establishment of this Amendment.

RIVERSIDE COUNTY PURCHASING

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Scott Haddon Procurement Contract Specialist James L. Buysse Vice Chancellor Administration and Finance

Date

Date

\$ 85,885
\$ 33,275
\$ 36,000
\$ 9,110
\$ 17,085
\$ 79,002
· · ·
\$ 5,000
\$ 265,357
1
\$ 41,260
\$ 41,260
\$ 41,260
\$ 41,260
\$ 41,260
\$ 104,801
A 444 494
\$ 311,101
\$ 242,510
\$ 242,310
\$ 2,500
\$ 23,732
\$ 23,732

EXHIBT D

Pre-Emancipated Youth Incentives Incentives include but are not limited to cash incentives for participation in major events and payment of certain expenses such as: Bus passes Housing rental deposit & fees Housing utility deposits Work related equipment & supplies Training related equipment & supplies Education related equipment & supplies	\$ 133,000
Total Direct Services	\$ 406,542
Total Day Error single 4 March Error d'Array	¢ 082.000
Total Pre-Emancipated Youth Expenditures	\$ 983,000
Emancipated Youth Stipend Expenditures	
Books, Materials, and Supplies	\$ 2,500
Operating Expenses & Services	\$ 39,500
 Consultants 	
 Mileage Reimbursement 	
 Travel Expense Conference Expense 	
Professional Liability InsuranceOther Services Not-Specified	
Incentives for Emancipated Youth	\$ 75,000
Incentives include but are limited to cash incentives for	ψ 13,000
participation in major events and payment of certain expenses	
such as:	
 Bus passes 	
 Housing rental deposit & fees 	
 Housing utility deposits 	
 Work related equipment & supplies 	
 Training related equipment & 	
supplies	
 Education related equipment & 	
supplies	
Total EYS Expenditures	\$117,000
Grand Total of all Expenditures	\$1,100,000
Cruite Form of un Emperatureo	+1,100,000

Report No.: V-A-9-c

Date: January 24, 2006

Subject: Amendment to Agreement with Portland Community College

<u>Background</u>: Presented for the Board's review is an amendment to the agreement between Riverside Community College District and Portland Community College that will extend the terms of the existing agreement for the replication of the Gateway to College Program to August 31, 2007, and provide \$60,000.00 of additional funding. The additional revenue is based on the enrollment of 60 additional students. The budget is amended to reflect a new total of funds provided of \$360,000.00 for the period December 1, 2003 through August 31, 2007.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees ratify the amendment, from December 1, 2003 through August 31, 2007, in the amount of \$360,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Salvatore G. Rotella Chancellor

Prepared by:Shelagh CamakDean, Workforce PreparationMichael WrightDirector, Grants and Contracts Workforce Preparation

Amendment No. 1 Between and Portland Community College

This is Amendment No. 1 ("Amendment") to the Agreement ("Agreement") entered into between Riverside Community College, a California public institution ("Contractor"), and Portland Community College ("PCC").

Whereas, PCC and Contractor wish to extend and amend the Agreement, therefore, the parties agree as follows:

1. Scope

Introduction (paragraph 1)

Portland Community College (PCC) is pleased to award Riverside Community College a replication grant in the amount of \$300,000 for the period from December 1, 2003 to December 31, 2006, based on the enrollment of 300 students. The purpose of the grant is to provide planning and startup activities to support the replication of PCC's Gateway to College program, as described in your application for planning funds herein attached as Exhibit "A," dated September 25, 2003 and in this agreement.

Introduction (paragraph 1) is amended as follows:

Portland Community College (PCC) is pleased to award Riverside Community College a replication grant in the amount of \$360,000 for the period from December 1, 2003 to August 31, 2007, based on the enrollment of 360 students. The purpose of the grant is to provide planning and startup activities to support the replication of PCC's Gateway to College program, as described in your application for planning funds herein attached as Exhibit "A," dated September 25, 2003 and in this agreement. In addition, Portland Community College is awarding Riverside Community College a supplemental development grant of \$58,504 to support development work associated with the funding model redesign of 2005. The developmental package is described in the scope of work, herein attached as Exhibit "A.1."

Payment of Grant Funds

Portland Community College will provide grant payment installments based on specific performance benchmarks. Portland Community College reserves the right to discontinue funding or alter the funding schedule if grant funds to support the replication project are not available from the Gates Foundation. PCC also reserves the right to discontinue funding or alter the funding schedule and amounts if we are not satisfied with the progress of the replication project or the content of your written progress reports or financial reports. We will provide 60 days written notice of substantial concerns, should any arise, in order to mutually plan corrective action prior to withholding grant funds as a result of insufficient performance.

Payment Date	Payment Amount	Contingent On
12/1/03	\$75,000	Receipt of signed grant agreement
		 Passage of resolutions by the RCC and RUSD boards to support the replication
6/30/04	\$75,000	Approved charter
		 Full participation according to the technical assistance and peer learning plan
		Satisfactory monthly reports
		Approval of first year implementation plan & budget
12/31/04	\$50,000	 Full participation according to the technical assistance and peer learning plan
		 Satisfactory monthly reports and participation in weekly phone check-ins during first cohort term (beginning 9/04)
		Satisfactory financial report (due September 30, 2004)
6/30/05	\$50,000	 Full participation according to the technical assistance and peer learning plan
		Satisfactory quarterly reports
		Approval of second year implementation plan & budget
12/31/05	\$16,800 *	 Full participation according to the technical assistance and peer learning plan
		Satisfactory quarterly reports
		Satisfactory financial report (due September 30, 2005)
6/30/06	\$16,600 *	• Full participation according to the technical assistance and peer learning plan
		Satisfactory quarterly reports
		Approval of third year implementation plan & budget
12/31/06	\$16,600 *	 Full participation according to the technical assistance and peer learning plan
		Satisfactory quarterly reports
		 Satisfactory final financial report (due December 31, 2006)

* Adjusted as needed to reflect deviations in enrollment plan; total grant of \$300,000 is contingent on 300 students enrolled in Gateway to College by fall semester, 2006 (\$1,000 per enrolled student).

Payment of Grant Funds is amended as follows:

Portland Community College will provide grant payment installments based on specific performance benchmarks. Portland Community College reserves the right to discontinue funding

or alter the funding schedule if grant funds to support the replication project are not available from the Gates Foundation. PCC also reserves the right to discontinue funding or alter the funding schedule and amounts if we are not satisfied with the progress of the replication project or the content of your written progress reports or financial reports. We will provide 60 days written notice of substantial concerns, should any arise, in order to mutually plan corrective action prior to withholding grant funds as a result of insufficient performance.

Payment Date	Payment Amount	Contingent On
12/1/03	\$75,000	Receipt of signed grant agreement
		 Passage of resolutions by the RCC and RUSD boards to support the replication
6/30/04	\$75,000	Approved charter
		 Full participation according to the technical assistance and peer learning plan
		Satisfactory monthly reports
		Approval of first year implementation plan & budget
12/31/04	\$50,000	Full participation according to the technical assistance and peer learning plan
		 Satisfactory monthly reports and participation in weekly phone check-ins during first cohort term (beginning 9/04)
		 Satisfactory financial report (due September 30, 2004)
6/30/05	\$50,000	 Full participation according to the technical assistance and peer learning plan
		Satisfactory quarterly reports
		 Approval of second year implementation plan & budget
10/17/05	\$118,504	Receipt of signed grant agreement amendment
	(\$60,000 for the student enrollment	 Receipt of revised cohort rollout plan showing enrollment of 360 students by August 31, 2007
	increase from 300 to 360 students; \$58,504 for development package)	 Approval of the development plan converting funding model from charter-only to a hybrid charter plus independent study funding model
6/30/06	\$16,800 *	 Full participation according to the technical assistance and peer learning plan
		Satisfactory quarterly reports
		Satisfactory financial report (due December 15, 2005)
12/31/06	\$16,600 *	 Full participation according to the technical assistance and peer learning plan
		Satisfactory quarterly reports
		 Approval of third year implementation plan & budget

9/1/07	\$16,600 *	Full participation according to the technical assistance and peer learning plan
		 Satisfactory quarterly reports
		• Satisfactory final financial report (due August 15, 2007)

* Adjusted as needed to reflect deviations in enrollment plan; total grant of \$360,000 is contingent on 360 students enrolled in Gateway to College by August 31, 2007 (\$1,000 per enrolled student).

Reporting

Reporting timelines are detailed in the Replication Planning, Technical Assistance, and Peer Learning document included in the scope of work. Timely reports will allow PCC to provide quality technical assistance, and PCC will provide a template for these brief, narrative reports. Reporting requirements are as follows:

- Monthly reports are due by the tenth of the month, January of 2004 through August of 2005.
- Weekly phone calls are required during the first cohort term (approximately September of 2004 through December of 2004), in addition to monthly reports as described above.
- Quarterly reports are due by the tenth of the month in the following months: September of 2005, December of 2005, March of 2006, and June of 2006.

In addition, financial reports will be due on September 30, 2004 and September 30, 2005, prior to your grant payments scheduled for December of 2004 and December of 2005. A final financial report to close out the grant is due December 31, 2006.

Deadlines for program implementation plans and budgets are also described in the Replication Planning, Technical Assistance, and Peer Learning document included in the scope of work. These plans and budgets will be due in June of 2004, June of 2005, and June of 2006.

Reporting is amended as follows:

Reporting timelines are detailed in the Replication Planning, Technical Assistance, and Peer Learning document included in the scope of work. Timely reports will allow PCC to provide quality technical assistance, and PCC will provide a template for these brief, narrative reports. Reporting requirements are as follows:

- Monthly reports are due by the tenth of the month, January of 2004 through August of 2005.
- Weekly phone calls are required during the first cohort term (approximately September of 2004 through December of 2004), in addition to monthly reports as described above.
- Quarterly reports are due by the tenth of the month in the following months: September of 2005, December of 2006, March of 2006, June of 2006, September of 2006, December of 2006, March of 2007, and June of 2007.

In addition, financial reports will be due on September 30, 2004, December 15, 2005, and December 15, 2006, prior to your grant payments scheduled for December of 2004, December of 2005, and December of 2006. A final financial report to close out the grant is due August 15, 2007.

Deadlines for program implementation plans and budgets are also described in the Replication Planning, Technical Assistance, and Peer Learning document included in the scope of work. These plans and budgets will be due in June of 2004, June of 2005, and June of 2006.

Evaluation

The signed assurance labeled Commitment to Evaluation signifies Riverside Community College's understanding that all Gates intermediaries and replication grantees are obligated to provide data and cooperate in evaluation interviews and site visits. The Bill & Melinda Gates Foundation has contracted with AIR/SRI to perform the evaluation on the Early College High School Initiative. Jobs for the Future will also be performing data collection and evaluation related to the Initiative. Portland Community College will provide information on the specific nature of evaluation once it is defined by the Foundation and AIR/SRI. Portland Community College expects to provide a database tool or some other type of electronic instructions for data reporting by August of 2004. Replication grant funds may be used to assist in data collection and other evaluation projects as needed; additional funds will not be provided for this purpose.

Evaluation is amended as follows:

The signed assurance labeled Commitment to Evaluation signifies Riverside Community College's understanding that all Gates intermediaries and replication grantees are obligated to provide data and cooperate in evaluation interviews and site visits. The Bill & Melinda Gates Foundation has contracted with AIR/SRI to perform the evaluation on the Early College High School Initiative. Jobs for the Future will also be performing data collection and evaluation related to the Initiative through the national Early College High School Initiative Student Information System (SIS). Riverside Community College and the Gateway to College Academy have already agreed to participate in the SIS and have submitted data access agreements to Jobs for the Future and EDsmart PCG. In addition, Portland Community College has provided a webbased survey tool to be administered to all students during the first two weeks of each cohort. Additional data tools will be provided. Riverside Community College agrees to continue to participate in these evaluation activities through the extension of the grant period, through August 31, 2007. Replication grant funds may be used to assist in data collection and other evaluation projects as needed; additional funds will not be provided for this purpose. Because of numerous Gates-funded projects in California, it is critical that Portland Community College work collaboratively with other intermediaries doing early college work in the state. Riverside Community College must coordinate any policy initiatives related to Gateway to College (waivers, legislation, etc.) through Portland Community College.

Hiring and Staffing (a new section to be added following "Evaluation")

If the current director of Riverside Gateway to College should leave the position at any time during the grant period, Riverside Community College agrees to send replacement staff to Portland Community College for special training for not less than three days, at Riverside Community College's expense.

2. This Amendment shall become effective on the date that it is fully executed and approved by both parties.

Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. All representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The individuals signing on behalf of the respective parties hereby certify and swear under penalty of perjury that they are authorized to act on behalf of their party.

Backup V-A-9-c January 24, 2006 Page 6 of 6

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Portland Community College

Riverside Community College

By_____ Steven J. Hopf Purchasing Manager By: Dr. Salvatore G. Rotella Chancellor

Date: _____

Date:

Return this agreement to: Portland Community College Contract and Grant Accounting Washington County Workforce Training Center 1513 18624 NW Walker Road Aloha, OR 97006

Report No.: V-A-9-d

Date: January 24, 2006

Subject: Agreement with Riverside City and County Public Library

<u>Background</u>: Attached for the Board's review and consideration is a facility use agreement with Riverside City and County Public Library. The community room will be used as a site for in-service training workshops for Foster and Kinship caregivers. There are three workshop dates: January 25, 2006, February 8, 2006, and March 15, 2006. The agreement secures a location for the three workshops to fulfill the requirements of the Foster and Kinship Care Education Program. There is no cost to the District.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement, for the dates January 25, February 8, and March 25, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella Chancellor

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

RIVERSIDE CITY AND COUNTY PUBLIC LIBRARY APPLICATION/AGREEMENT FOR USE OF A COMMUNITY ROOM

Riverside Community College Organization requests permission to use a meeting room at the Library as follows: ESTIMATED ATTENDANCE DATE(S) TIME January 25, 2006 9:30-12:30p.m. 20 February 8, 2006 20 <u>9:30-12:30</u>p.m. March 15, 2006 20 9:30-12:30p.m. Purpose of meeting: Continuing education training for foster parents, adoptive parents and relative caregivers.

Will an entry fee be charged? <u>no</u> Will refreshments be served? <u>ves</u> Will there be a craft project undertaken? <u>no</u>

I CERTIFY THAT I HAVE READ, UNDERSTAND, AND WILL ABIDE BY THE RULES AND REGULATIONS OF THE LIBRARY, AND ANY SPECIAL REQUIREMENTS FOR THE USE OF THIS MEETING ROOM, AND THAT ANY FEES PAID WILL BE REFUNDED ONLY IF THE LIBRARY IS NOTIFIED OF OUR CANCELLATION AT LEAST 48 HOURS BEFORE THE SCHEDULED EVENT.

THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS THE CITY OF RIVERSIDE, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, FINES OR DEMANDS ARISING BY REASON OF INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THE USE OR OCCUPANCY OF ANY LIBRARY MEETING ROOM BY THE ORGANIZATION NAMED ABOVE ON THE DATES APPROVED FOR LIBRARY MEETING ROOM USE BY SUCH ORGANIZATION IN THE FUTURE, UNLESS SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF THE RIVERSIDE CITY AND COUNTY PUBLIC LIBRARY.

Signature:	Name	(print) <u>James</u>	Buysse,	Vice C	hancellor,	Administratio
Address 4800 Magno	olia Ave., Ri	verside, CA	92506	Phone:		
Library Staff Only			······			
Fees Required:	Paid	Due _		R	eceived by: heck #	
Today's Date:	Date	Application Recei	ved		In Person	
Ву	Phone	By FAX	By M	ail	Initials	
DATE SIGNED:	APPROVED	BY:				
DATE ORGANIZATION	NOTIFIED OF DEC	ISION:				
					R	PL

Form A/193 11-93 4510.023

Report No.: V-A-10-a

Date: January 24, 2006

Subject: Agreement with Moreno Valley Unified School District

<u>Background</u>: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Moreno Valley Unified School District for facility usage. In order to offer a business class for the Moreno Valley Campus, an arrangement has been made to use facilities at March Mountain High School during the time period February 13, 2006, to June 8, 2006. The cost to the district is \$1,300.00. Funding source: General Fund.

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

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the agreement, from February 13, 2006, to June 8, 2006, at a cost of \$1,300.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella Chancellor

Prepared by: Lisa Conyers Dean of Instruction

Backup V-A-10-a January 24, 2006 Page 1 of 6

MORENO VALLEY UNIFIED SCHOOL DISTRICT

BUSINESS ADDRESS: 25634 Alessandro Boulevard, Moreno Valley, CA 92553 MAILING ADDRESS: 13911 Perris Boulevard, Moreno Valley, CA 92553 TELEPHONE: (951) 485 .5600

APPLICATION FOR USE OF SCHOOL FACILITIES FOR PUBLIC PURPOSES

See back of application for summary of district policy and regulations APPLICATION FOR ONE-TIME USE () APPLICATION FOR MULTIPLE USE (X) TODAYS DATE -01-25-06-.must be 10 working days prior to application: APPLICATIONS EXPIRE JUNE 30.

SCHOOL OR FACILITY NAME MARCH MOUNTAIN HIGH SCHOOL

OFFICE	I. SPECIFICALLY DESCRIBE		Reservation	Н	lours	Total
USE	FACILITIES REQUESTED		Dates	From	То	Hours
	March Mountain High School		2/13/06 to	4:00 PM	5:45 PM	54
			6/8/06			
OFFICE	SITE MANAGER'S	II. SPECIFICALL	Y DESCRIBE	EQUIPMENT	1	
USE	APPROVAL	OR SET-UP R	EQUESTED	-		

SPONSORING ORGANIZATION OR GROUP: PERSON IN CHARGE OF ACTIVITY: PERSON REQUESTING ACTIVITY: Name: Riverside Community College District Name: Riverside Community College-MVC Address: 4800 Magnolia Avenue Address: 16130 Lasselle Street City/Zip: Riverside CA 92506 City/Zip: Riverside, CA 92551 Day Phone: 951-222-8000 Day Phone: 951-571-6163 Description of Activity: College Level Physical Education/Tennis course Anticipated number in attendance: _____30____ ____ Private security required for over 175 persons. Is activity open to the public? Yes X No Will admission fees be charged? Yes No X For what purpose will the proceeds used? Will contributions or other fees be solicited? Yes No X For what purpose will the proceeds be used? Will items be offered for sale? Yes No X For what purpose will the proceeds be used? Will food be served? Yes – No X Will food be sold? Yes No X

Describe food to be served:

Backup V-A-10-a January 24, 2006 Page 2 of 6

Will props or decorations be used? Yes No X Describe props/decorations:

APPROVAL IS NOT GRANTED UNTIL application is processed through the Site Manager and District Office Manager, ALL APPLICATIONS EXPIRE JUNE 30 OF EACH YEAR. "NO SMOKING ON SCHOOL FACILITIES"

BY SIGNING THIS APPLICATION YOU (THE INDIVIDUAL) ARE LIABLE FOR ANY CHARGES ACCRUED FOR YOUR ORGANIZATION'S USE OF THE FACILITY. ______SECURITY NO.

SIGNATURE of person completing the application: A copy of the approved application and admittance forms will be mailed to requestor.

SITE MANAGER APPROVES Application: (Name/Custodian assigned:	Verify sections I and II) Other:
If none, explain: SITE MANAGER DISAPPROVES Application:	Please explain:
SIGNATURE	Date
D.O. MANAGER APPROVES Application: D.O. MANAGER DISAPPROVES Application:	INSURANCE REQUIRED: NOT REQUIRED: Please explain:
SIGNATURE	Date

Backup V-A-10-a January 24, 2006 Page 3 of 6

MORENO VALLEY UNIFIED SCHOOL DISTRICT PROCEDURES FOR USE OF SCHOOL FACILITIES

California Education Code Section 38130, et seq., permits the Board of Education of a school district to grant the use of school buildings or grounds for public literary, scientific, recreational, or educational meetings. The Board has established such items and conditions of usage as it deems necessary and proper in Board Policy 1330 A-B and Board Regulations 1330 A-J. These procedures refer to the adopted Board Policies, Regulations, and appropriate sections of the California Education Code.

USE OF SCHOOL PROPERTY FOR PUBLIC PURPOSES

There is at each and every school building and grounds within the Moreno Valley Unified School District (MVUSD) a civic center where the citizens, clubs, associations, organizations, or other groups of the communities which are located within the MVUSD may meet for public purposes. Activities engaged in under these civic center regulations are restricted to supervised recreational activities or educational, political, economical, artistic, literary, scientific, or moral activities, or for the discussion of matters which appertain to such interest of the citizens of the communities which are located within the MVUSD.

In accordance with Section 38131 of the Education Code of California, religious organizations or churches may be granted use of school buildings or grounds on a temporary basis.

CRITERIA FOR DETERMINING CHARGES FOR USE

1. Free use

Any public agency, senior citizens organization or other organization, club or association organized for cultural activities (such as folk and square dancing) and general character-building or welfare purposes (as described in Education Code of California Section 38131) are granted free use of school buildings and/or grounds provided they make no charge for admission nor solicit contributions at the meeting.

2. <u>Use In Which The Costs Accrued To The District Are To Be Reimbursed By The User</u>

Any group described in paragraph (1) above, conducting an activity for which an admission charge is made or contributions are solicited and the monies collected intended for use for the advancement of the work of the group or for charitable purposes or for the benefit of the students within the MVUSD, are to be charged in an amount equal to the cost accrued to the School district because of such activity. Charges are payable upon approval of application for use.

Also, if any organizations, groups, or citizens not fitting into the categories described in paragraph (1) above do not make an admission charge or solicit fees or contributions during the meeting, then they are to be charged an amount equal to the cost.

The amount of reimbursement to the School District to be charged users qualified under this category would be the salaries of employees assigned additional duties because of the use of the facility, cost of supplies, utilities, etc.

3. Use When Fair Rental Value shall Be Charged

In the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts of the admission fees or contributions are not expended for the welfare of the pupils of the District or for charitable purposes, a fair rental value is charged (in accordance with the fee schedule, plus the actual cost to the School District for salaries, supplies, utilities, etc.) for such use of buildings or grounds. Charges are to be payable upon approval of application for use.

In accordance with Education Code of California, Sections 38131 and 38134, religious organizations or churches may be granted use of school buildings or grounds and are to pay costs as described in this paragraph (3).

GENERAL CONDITIONS GOVERNING THE USE OF SCHOOL PROPERTY FOR PUBLIC PURPOSES

- 1. Applicants desiring to use school buildings or grounds as a civic center will be issued permits when such use does not interfere with the regular conduct of school work.
- 2. Applications for use of school buildings or grounds are to be made on the application form prescribed by the School District. Such applications will be approved by the Superintendent of Schools or designee in accordance with the policies and regulations of the District.
- 3. In the event of any dispute arising as a result of the use of school facilities, said dispute or difference will be arbitrated by appealing to the MVUSD Board of Education in writing.
- 4. The groups or citizens using school facilities will be responsible for any and all damages to property which may be incurred as a proximate result of any activity being conducted in buildings or on the grounds of the School District normal wear and tear excepted.

Backup V-A-10-a January 24, 2006 Page 4 of 6

5. School furniture and equipment normally assigned to a school room for general use will be available for use when the room is used for public purposes except that audio-visual and electronic equipment may be used only under restrictions described below.

Approval for special arrangements of furniture and equipment or for the addition of furniture and equipment may be given by the Superintendent of Schools or designee if in his/her judgment, such approval would not necessitate additional personnel or involve use of equipment by individuals not qualified to operate it.

Use of highly specialized equipment such as projectors, electronic equipment, spotlights, laboratory and athletic equipment, etc., shall not be approved unless properly trained school personnel are assigned to supervise its operation.

Consumable supplies, in no instance, are to be used by groups other than school or school-related groups, and then only with the approval of the Superintendent of Schools or designee.

- 6. The Superintendent of Schools or designee, when administering the policies and regulations governing the use of school property, shall exercise every precaution to see that the organization, club or group using the facilities is qualified under, and adheres to, the conditions listed in the policies and the Education Code.
- 7. Any person applying for the use of school property on behalf of any society, group or organization is to be a member of such applicant group and, unless he is an officer of such group, must present written authorization from such applicant group to make such application.
- 8. CONDUCT OF MEETING
 - a. The direct supervision of the activity is the responsibility of the persons or organizations sponsoring the activity. Misconduct on the premises will be cause for cancellation or approval for use.
 - b. No alcoholic beverages are to be consumed, sold, given away, or delivered to any person on the property of the School District. Such action is a misdemeanor and is punishable under Section 25658 of the Business and Professions Code of California. Any person under the influence of intoxicating liquors will be denied participation in any manner in the activity being conducted on school property and may be barred from having or receiving any further privilege of the use of school property.
 - c. SMOKING IS NOT ALLOWED ON ANY DISTRICT ROPERTY.
 - d. Any City or County ordinance governing such group activities will be applicable to activities under these rules and regulations.
 - e. Profane language, gambling, quarreling, or fighting will not be tolerated.
- 9. LIMITATIONS AND RESTRICTIONS COVERING USE OF SCHOOL PROPERTY FOR PUBLIC PURPOSES
 - a. No use of school buildings or grounds by community organizations which do not qualify for free use for more than five days during one school year (for one continuing activity or a scheduled series of one activity) shall be approved without first calling for bids in accordance with Education Code.
 - b. Use of school buildings and grounds by community organizations will not commence earlier than one hour after the closing of the regular school session. Community organizations using school buildings and grounds will complete such use no later than one hour prior to regular school session.
 - c. Organizations using school buildings and grounds are not to leave any brochures, pamphlets, leaflets, documents, or other literature on School District premises.
 - d. No use of any cafeteria kitchen is allowed without the assignment of a School District cafeteria worker during the hours of the use.
 - e. Any person, in addition to the School District employee so assigned, involved in the serving of food must
 - f. hold a current food handler's card as issued by Riverside County Health Department in compliance with the requirements of the Health and Safety Code of California and the Restaurant Act of California.

Backup V-A-10-a January 24, 2006 Page 5 of 6

g. School District equipment such as projectors, sound systems, spotlights, etc., may be used for activities of

community organizations on School District premises only. Use of such equipment will be allowed only when operated by a School District employee.

1-D-4(Rev. 7101) WHITE District CANARY Site PINK Requester GOLDENROD Custodian

Backup V-A-10-a January 24, 2006 Page 6 of 6 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

BETWEEN

MORENO VALLEY UNIFIED SCHOOL DISTRICT

AND

RIVERSIDE COMMUNITY COLLEGE DISTRICT (For use of March Mountain High School – February 13 - June 8, 2006)

The undersigned does hereby agree to indemnify, defend, save and hold harmless the Moreno Valley Unified School District, its officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying part, or its officers, agents, servants and employees, other than sole negligence, willful misconduct, or active negligence by the District. This agreement remains in effect through June 30, 2006.

By: _____ Dr. James Buysse

Date: _____

Title:

Vice Chancellor, Administration and Finance **Riverside Community College District**

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.:	V-C-1	Date:	January 24, 2006
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Subject:Extension of Contracts with Stephen C. Kuhn & Associates, Inc. to Conduct a
Classification and Compensation Study for Riverside Community College
District's Management and Classified (including Confidential) Positions

<u>Background</u>: On January 25, 2005 the District entered into a contract with Stephen C. Kuhn & Associates, Inc. to conduct a study for Management, Supervisory, and Classified (including Confidential) positions.

The District requires an objective system for determining classification allocation. All positions must be aligned based on job content and compensation has to be internally equitable based on those differences. The District's Compensation Plan must be competitive with the labor market. A need to standardize the approach for classification and pay allocation is critical to establish a baseline and maintain a stable and legally defensible Classification and Compensation Plan. Ms. Marcia McQuern's report to the Office of the Chancellor, formerly Office of the President, in June 2004 recommended that the District "re-examine the administrative pay structure and job descriptions".

Due to serious health problems for Stephen Kuhn, he is requesting an extension from September 30, 2005 to June 30, 2006 for completion. There is no additional cost to the District.

Study Objectives and Deliverables:

- 1. The consultant will review existing management and classified (including confidential) classifications and compensation structure.
- 2. Prepare current class descriptions based upon information collected from the employees via a questionnaire provided by the consultant.
- 3. Implement a point factor method of job classification and have Human Resources personnel trained to administer the program in the future.
- 4. Review individual job classification specifications and determine whether the number of classifications can be reduced.
- 5. Conduct a detailed job analysis of all classifications and identify classes that should be included in the survey as benchmark positions.
- 6. Evaluate each classification; determine pay grade to which each classification can be assigned based upon the internal evaluation of the class and external market data.

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1 Date: January 24, 2006

<u>Subject</u>: Extension of Contracts with Stephen C. Kuhn & Associates, Inc. to Conduct a Classification and Compensation Study for Riverside Community College District's Management and Classified (including Confidential) Positions (Continued)

- 7. Prepare and present a draft report for initial examination and review.
- 8. Prepare and present final report.

Consultant Fee, Other Expenses, Timing:

Management Classification and Compensation Study. Fee not to exceed \$35,000.00; travel expenses not to exceed \$1,250.00. Total cost not to exceed \$36,250.00.

Classified (including Confidential) Classification and Compensation Study. Fee not to exceed \$48,550; travel expenses not to exceed \$1,250.00. Total cost not to exceed \$49,800.00.

After-Study Involvement:

The consultant will be available to answer questions pertaining to the study for at least one year following the date of project completion at no cost.

<u>Recommended Action</u>: It is recommended the Board of Trustees approve the extension of the contracts between Riverside Community College District and Stephen C. Kuhn and Associates from September 30, 2005 to June 30, 2006.

Salvatore G. Rotella Chancellor

Prepared by: Virginia MacDonald Chief of Staff

V-C-1 Backup January 24, 2005 Page 1 of 17

Stephen C. Kuhn and Associates, Inc.

Personnel/Human Resources Consultants 12780 Salmon River Road San Diego, CA. 92129 Tel: (858) 484-5299/ Fax: (858) 484-2258 Email: <u>skuhn1@san.rr.com</u>

CONSULTING AGREEMENT

This Consulting agreement ("Agreement") is made between the Riverside Community College District and Stephen C. Kuhn and Associates, Inc., Personnel/Human Resources Consultants, ("Consultants") an Incorporated Organization with office at 12780 Salmon River Road, San Diego, CA 92129.

WITNESSETH

WHEREAS, Consultant has substantial skill and experience in Human Resources Management, and:

WHEREAS, the Riverside Community College District, desires to engage Stephen C. Kuhn and Associates, Inc. to provide professional personnel/human resources consulting services and consultant desires to provide such services:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions set forth herein.

ARTICLE 1 STATEMENT OF WORK

Consultant shall provide professional consulting services as Riverside Community College District may from time to time direct and request. Such services are to include those as presented to the College in Consultant's Proposal dated May 7, 2004. Such proposal is attached to this Agreement as Addendum I.

The services to be performed and the time at which they are performed, shall be at the sole discretion of the Riverside Community College District.

Consultant shall receive direction and review from, and shall report to the Associate Vice President Human Resources and such other person(s) as the Riverside Community College District may designate from time to time.

ARTICLE 2 COMPENSATION

For the complete, satisfactory and timely performance of services provided hereunder, Consultants, will be paid a professional fee and will be reimbursed for reasonable out-of-pocket expenses approved in advance and incurred in performance hereof. Mileage will be reimbursed at .36 cents per mile.

Prior to beginning each assignment, Consultant shall provide an estimate as to the number of hours required and the estimate total cost. Alternatively, the Riverside Community College District and Consultant may agree on a fixed fee for individual assignments. No work shall be performed without prior approval of the Riverside Community College District.

ARTICLE 3 PAYMENT

Consultant shall invoice the Riverside Community College District as of the last day of each month for all services performed during the preceding month. Invoices shall set forth hours worked, the days worked, expenses incurred, and the total invoice amount, and shall be supported by reasonable documentation. The Riverside Community College District shall pay such invoice upon its receipt.

Fees for this project the Management Classification and Compensation Study shall not exceed \$35,000. as per agreement with the Associate Vice President Human Resources. We anticipate out-of-pocket expenses for travel, accommodation, telephone, etc. will not exceed \$1,250. Our retainer, as agreed is a fixed amount of 20% of the estimated fee which is \$7,000. at the beginning of the assignment. No further fees and/or expenses will be billed until the retainer has been used up. As mentioned previously, Stephen C. Kuhn and Associates, Inc. will provide the College with a monthly billing providing fees and expenses incurred and no further amounts will be due until the retainer is used and accounted for.

Should the Riverside Community College District request additional work be performed beyond that described in Stephen C. Kuhn and Associates, Inc. proposal dated May 7, 2004, the hourly rate for professional services provided pursuant to this agreement shall range from sixty dollars (\$60.00) to one hundred and twenty-five dollars (\$125.00) per hour depending upon Stephen C. Kuhn and Associates, Inc. staff assigned to complete the additional work. The hourly rate may be waived by a signed agreement between the parties when a fixed fee for specific additional assignments is agreed upon.

ARTICLE 4 INDEPENDENT CONSULTANT STATUS

It is understood and agreed that Consultant will provide the services under this agreement on a professional basis and as an independent contractor and that during the performance of the services under this agreement, Consultant will not be considered an employee of the Riverside Community College District within the meaning or applications of any federal, state, or local laws or regulations including, but not limited to, law or regulations covering unemployment insurance, old age benefits, workers compensation, industrial accident, labor or taxes of any kind.

Consultant shall not be entitled to benefits that may be afforded from time to time to the Riverside Community College District employees, including, without limitation, vacation, holidays, sick leave, workers compensation and unemployment insurance. Further, the Riverside Community College District shall not be responsible for withholding of payment of taxes or social security.

ARTICLE 5 ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder without the express written consent of the other.

ARTICLE 6 ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations and agreements whether written or oral. This agreement may be amended only by written instrument signed by both parties.

ARTICLE 7 HOLD HARMLESS

Consultant shall indemnify, defend and hold the Riverside Community College District harmless from and against any and all damages, expenses, costs and liabilities arising out of consultant negligent acts, omissions or wrongful conduct in the course of the conduct of this agreement, including, without limitation, the breach or failure of the warranties and representations set forth herein.

Should the consultant be requested to provide testimony in court with regard to litigation brought against the Riverside Community College District for work performed by the Consultant pursuant to this contract, the Riverside Community College District shall reimburse the Consultant for time and expenses at the hourly rates then in affect for the Consultant(s) to be involved.

ARTICLE 8 CONFIDENTIAL INFORMATION

Consultant shall not use, duplicate or divulge to others any confidential information including, without limitation, the results or any engagement belonging to or disclosed to Consultant by the Riverside Community College District in the course of performance hereof without first obtaining written permission from the Riverside Community College District.

ARTICLE 9 TERMINATION AND TERM

Either party may terminate this Agreement by giving written notice to the other, which notice shall be effective thirty (30) calendar days following receipt. Consultant shall be compensated as provided herein for all services performed and expenses incurred prior to the date of termination as agreed in Article 2. (Compensation) and Article 3. (Payment).

Unless earlier terminated, this Agreement shall be in effect for the period through to June 30, 2006. This Agreement may be renewed by mutual agreement.

ARTICLE 10 WARRANTIES AND REPRESENTATIONS Consultant warrants and represents that neither the execution, delivery nor performance of this Agreement constitutes a breach or violation of any contract or agreement to which it is a party or by which it is in any manner bound. Consultant further warrants and represents that it has not interest or obligations, which conflict with or hamper its ability to perform as required hereby.

Consultant warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner and that all such work shall be free of errors and defects. Consultant shall immediately correct such error or defect at no additional cost to the Riverside Community College District. This warranty is in addition to any and all warranties which the Riverside Community College District may have pursuant to this Agreement or otherwise. This warranty is in addition to any warranty that may be implied or imposed by operation of law. ARTICLE 11 APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS HEREOF, the parties have executed this Agreement by their duly authorized representatives.

Stephen C. Kuhn and Associates, Inc.

Riverside Community College District

Stephen C. Kuhn, President

Associate Vice President Human Resources

DATE_____

DATE_____

V-C-1 Backup January 24, 2005 Page 5 of 17

V-C-1 Backup January 24, 2005 Page 6 of 17

Stephen C. Kuhn and Associates, Inc.

Personnel/Human Resources Consultants 12780 Salmon River Road San Diego, CA. 92129 Tel: (858) 484-5299/ Fax: (858) 484-2258 Email: <u>skuhn1@san.rr.com</u>

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Consultant shall provide professional consulting services as Riverside Community College District may from time to time direct and request. Such services are to include those as presented to the College in Consultant's Proposal dated January 10, 2005. Such proposal is attached to this Agreement as Addendum I.

The services to be performed and the time at which they are performed, shall be at the sole discretion of the Riverside Community College District.

Consultant shall receive direction and review from, and shall report to the Associate Vice President Human Resources and such other person(s) as the Riverside Community College District may designate from time to time.

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For the complete, satisfactory and timely performance of services provided hereunder, Consultants, will be paid a professional fee and will be reimbursed for reasonable out-of-pocket expenses approved in advance and incurred in performance hereof. Mileage will be reimbursed at .36 cents per mile.

Prior to beginning each assignment, Consultant shall provide an estimate as to the number of hours required and the estimate total cost. Alternatively, the Riverside Community College District and Consultant may agree on a fixed fee for individual assignments. No work shall be performed without prior approval of the Riverside Community College District.

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Consultant shall invoice the Riverside Community College District as of the last day of each month for all services performed during the preceding month. Invoices shall set forth hours worked, the days worked, expenses incurred, and the total invoice amount, and shall be supported by reasonable documentation. The Riverside Community College District shall pay such invoice upon its receipt.

Fees for this project, the Classified Classification and Compensation Study shall not exceed \$48,550. as per agreement with the Associate Vice President Human Resources. We anticipate out-of-pocket expenses for travel, accommodation, telephone, etc. will not exceed \$1,250. Our retainer, as agreed is a fixed amount of 20% of the estimated fee which is \$9,710. at the beginning of the assignment. No further fees and/or expenses will be billed until the retainer has been used up. As mentioned previously, Stephen C. Kuhn and Associates, Inc. will provide the College with a monthly billing providing fees and expenses incurred and no further amounts will be due until the retainer is used and accounted for.

Should the Riverside Community College District request additional work be performed beyond that described in Stephen C. Kuhn and Associates, Inc. proposal dated January 10, 2005 the hourly rate for professional services provided pursuant to this agreement shall range from sixty dollars (\$60.00) to one hundred and twenty-five dollars (\$125.00) per hour depending upon Stephen C. Kuhn and Associates, Inc. staff assigned to complete the additional work. The hourly rate may be waived by a signed agreement between the parties when a fixed fee for specific additional assignments is agreed upon.

ARTICLE 4 INDEPENDENT CONSULTANT STATUS

It is understood and agreed that Consultant will provide the services under this agreement on a professional basis and as an independent contractor and that during the performance of the services under this agreement, Consultant will not be considered an employee of the Riverside Community College District within the meaning or applications of any federal, state, or local laws or regulations including, but not limited to, law or regulations covering unemployment insurance, old age benefits, workers compensation, industrial accident, labor or taxes of any kind.

Consultant shall not be entitled to benefits that may be afforded from time to time to the Riverside Community College District employees, including, without limitation, vacation, holidays, sick leave, workers compensation and unemployment insurance. Further, the Riverside Community College District shall not be responsible for withholding of payment of taxes or social security.

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Consultant shall indemnify, defend and hold the Riverside Community College District harmless from and against any and all damages, expenses, costs and liabilities arising out of consultant negligent acts, omissions or wrongful conduct in the course of the conduct of this agreement, including, without limitation, the breach or failure of the warranties and representations set forth herein.

Should the consultant be requested to provide testimony in court with regard to litigation brought against the Riverside Community College District for work performed by the Consultant pursuant to this contract, the Riverside Community College District shall reimburse the Consultant for time and expenses at the hourly rates then in affect for the Consultant(s) to be involved.

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ARTICLE 9 TERMINATION AND TERM

Either party may terminate this Agreement by giving written notice to the other, which notice shall be effective thirty (30) calendar days following receipt. Consultant shall be compensated as provided herein for all services performed and expenses incurred prior to the date of termination as agreed in Article 2. (Compensation) and Article 3. (Payment).

Unless earlier terminated, this Agreement shall be in effect for the period through to June 30th, 2006. This Agreement may be renewed by mutual agreement.

ARTICLE 10 WARRANTIES AND REPRESENTATIONS Consultant warrants and represents that neither the execution, delivery nor performance of this Agreement constitutes a breach or violation of any contract or agreement to which it is a party or by which it is in any manner bound. Consultant further warrants and represents that it has not interest or obligations, which conflict with or hamper its ability to perform as required hereby.

Consultant warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner and that all such work shall be free of errors and defects. Consultant shall immediately correct such error or defect at no additional cost to the Riverside Community College District. This warranty is in addition to any and all warranties which the Riverside Community College District may have pursuant to this Agreement or otherwise. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

ARTICLE 11 APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS HEREOF, the parties have executed this Agreement by their duly authorized representatives.

Stephen C. Kuhn and Associates, Inc.

Riverside Community College District

Stephen C. Kuhn, President

Associate Vice President Human Resources

DATE_____

DATE_____

STEPHEN C. KUHN and ASSOCIATES, INC.

LIMITED USE AUTHORIZATION AGREEMENT

THIS IS A LIMITED USE AUTHORIZATION AGREEMENT made and deemed effective as of

Date: January 13, 2005

WHEREAS, Stephen C. Kuhn and Associates, Inc., a California based Personnel/Human Resources

Consulting Corporation with its principal place of business now at 12780 Salmon River Road, San Diego, California, 92129 owns proprietary rights and copyright (all rights reserved) to certain intellectual property (as more fully described in Addendum I) referred to as "Stephen C. Kuhn and Associates, Inc. Point Plan Method of Job Evaluation and Pay Determination" (hereafter called "SCK-PPM"), known collectively as the "Property"; and

WHEREAS, Riverside Community College District, hereafter referred to, as Riverside

Community College District desires to acquire a Limited Use Authorization of the

Property from Stephen C. Kuhn and Associates, Inc., hereafter called "SCKandAl",

subject to the terms and conditions contained in this agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other

good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the parties hereby agree as follows.

1. TERM AND USE.

The Term of this "Limited Use Authorization" shall begin on the date first set forth above and shall continue as long as Riverside Community College District wishes to apply the SCK-PPM for employees of Riverside Community College District. The property may only be used and applied to Riverside Community College District by the Human Resources Department of Riverside Community College District.

2. TERRITORY.

The SCK-PPM may be used only for employees fully employed by Riverside Community College District.

3. PROPERTY.

(A) The Property covered by this Agreement is that set forth in Addendum I.

(B) The Property shall remain the Property of SCKandAI, and nothing in this "Limited Use Authorization Agreement" shall be construed otherwise.

4. LIMITED USE AUTHORIZATION.

(A) SCKandAI grants to Riverside Community College District Limited Use Authorization, during the Term of this Agreement, to use the Property solely for its own internal use as more fully set forth in Subparagraph B, and subject to the terms and conditions herein.

(B) This Limited Use Authorization Agreement is subject to Riverside Community College District fulfilling the following conditions:

(i) Riverside Community College District may use the Property solely for its own internal use;

(ii) Riverside Community College District may not modify, reproduce, produce derivative works from the Property, distribute, rent, sub-license or lease any portion of this Property;

(iii) Riverside Community College District shall not divulge any manual(s) provided with the Property, or any other confidential information concerning the Property, to any person or persons other than those Riverside Community College District employees working with the Property and Riverside Community College District shall impose a similar obligation upon such employees and shall require said employees to enter into appropriate non-disclosure agreements covering the Property. Copies of the signed non-disclosure agreements will be made available to SCKandAl upon written request;

(iv) Riverside Community College District shall do all things reasonably necessary to protect the proprietary nature of the Property.

5. TERMINATION.

This Agreement and Riverside Community College District's right to use the Property automatically terminates if Riverside Community College District fails to comply with any provision of this Agreement. Fees rendered as per the Proposals dated May 7, 2004 fees and expenses agreed to January 10, 2005 for the Management Classification and Compensation study, and for the Classified Classification and Compensation study and the College Contract dated January 13, th, 2005 are not refundable.

6. OTHER PROVISIONS.

(A) No changes may be made by Riverside Community College District or any other party other than SCKandAI without the express prior written consent and permission of SCKandAI.

(B) SCKandAI will be permitted to publicize this arrangement through various media for its marketing programs. Riverside Community College District will be contacted prior to publications or statements to press and other media. However, no reasonable request for such publicity will be withheld by Riverside Community College District. (C) The Property, including copies of the SCK-PPM, the Employee Position Description Questionnaire, and the Stephen C. Kuhn and Associates, Inc. Percentage Conversion Chart shall bear the name of SCKandAI at all times and such name shall not be removed by Riverside Community College District or its employees or agents without the express prior written consent of SCKandAI.

(D) SCKandAI shall be entitled to and receive progress reports and recommendations prepared for the Board of Riverside Community College District and final study recommendations for the purpose of monitoring the fulfillment of the terms of this Agreement.

(E) The "Limited Use Authorization Agreement" fee is as per the Proposals dated May 7th, 2005 and January 10th, 2005 and the Riverside Community College District Contract dated January 13, 2005.

(F) Payment of the "Limited Use Authorization" fee is due as per the Proposals dated May 7th, 2005 and January 10th, 2005 and the Riverside Community College District Contract dated January 13, 2005.

7. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or negotiations on the subject matter hereof.

8. SEVERABILITY.

Any provision of this Agreement which may be deemed unenforceable or invalid by a court of competent jurisdiction shall be severable from the remaining provisions which shall continue in full force and effect.

9. WAIVER.

The Failure of either party to object to a breach of any provision of this Agreement shall not constitute a waiver of that provision unless the waiver is clearly stated as such in a writing signed by the party giving the waiver.

10. NOTICES.

Any notices to be given under this Agreement shall be given to the parties at their respective addresses set forth below. In the case of SCKandAI, such notices shall be directed to Stephen C. Kuhn, President of Stephen C. Kuhn and Associates, Inc., 12780 Salmon River Road, San Diego, California, 92129 and in the case of Riverside Community College District, shall be directed to Ms. Rosella Marilao, Associated Vice President Human Resources, Riverside Community College District, 3845 Market Street, Riverside, CA 92501 unless the parties otherwise notify each other in writing.

11. ASSIGNMENT.

This Agreement may not be assigned by either party without the express prior written consent of the other.

12. CAPTIONS.

The captions are for the convenience of the parties and confer no rights or obligations upon either of them.

13. LAWS.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement by their dury authorized representatives as of the date first set forth above.

Stephen C. Kuhn and Associates, Inc.

Riverside Community

College District

BY:	BY:
TITLE:	
TITLE:	
DATE:	
DATE:	
WITNESS:	
WITNESS:	
TITLE:	
TITLE:	
DATE: January 13, 2005	DATE: January 13, 2005

ADDENDUM I

The Property covered this "Limited Use Authorization" Agreement is the following; copies of which are attached:

1. The Stephen C. Kuhn and Associates, Inc. Point Plan Method of Job Evaluation and Pay Determination; and

2. The Stephen C. Kuhn and Associates, Inc. Employee Position Description Questionnaire.

3. The Stephen C. Kuhn and Associates, Inc. Percentage Conversion Chart Based Upon Forty (40) Hour Work Week.

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.: V-C-2

Date: January 24, 2006

Subject: Engagement as Legal Counsel – Covington and Crowe, LLP

<u>Background</u>: The District uses legal counsel on a wide variety of issues. Alan Leahy, Attorney at Law, Covington and Crowe, LLP, has an expertise in labor and education law. This firm is located in Ontario. Funding source: general fund.

<u>Recommended Action</u>: It is recommended the Board of Trustees approve the retention of Covington and Crowe, LLP, on an as needed basis, effective December 14, 2005 through December 14, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella Chancellor

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

Backup V-C-2 January 24, 2006 Page 1 of 3

LEGAL SERVICES AGREEMENT

1. <u>PARTIES</u>. This Agreement is made between COVINGTON & CROWE, LLP and RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter individually and/or collectively referred to as "Client"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section. Each party hereto has received a signed copy of this Agreement and agrees hereby to be bound to it.

2. <u>LEGAL SERVICES TO BE PROVIDED</u>. Covington & Crowe, LLP agrees to provide to Client representation with respect to legal services as required and requested by the Client.

2.1 Client acknowledges that Covington & Crowe, LLP makes no promise or guarantee regarding the outcome of the matters regarding which Covington & Crowe, LLP is to advise and represent Client.

2.2 This Agreement does not cover any representation for other matters not expressly stated herein. Any legal services subsequently agreed to by the parties to be performed for such matter, shall be undertaken only pursuant to a written amendment to this Agreement, specifically describing the parameters of such litigation.

3. <u>REPRESENTATION OF ADVERSE INTERESTS</u>. Client is informed that the Rules of Professional Conduct of the State Bar of California require a client's informed written consent before any attorney may begin or continue to represent a client when the attorney has or had a relationship with another party interested in the subject matter of the attorney's proposed representation of a client. Covington & Crowe, LLP does not now believe or have reason to believe that it has or has had relationships with parties interested in the subject matter of the services to be provided for Client under this Agreement by Covington & Crowe, LLP.

4. <u>POTENTIAL PROFESSIONAL NEGLIGENCE BY PRIOR COUNSEL</u>. Covington & Crowe, LLP has not been retained to evaluate any previous representation which may have been provided by other counsel and Covington & Crowe, LLP shall have no responsibility for determining whether any actions by Client's previous counsel have met the standards of the profession. Covington & Crowe, LLP has not been retained to provide any opinion with respect to any alleged professional negligence of any other attorney.

5. <u>TERMS</u>. Covington & Crowe, LLP hereby agrees to perform the legal services called for under this Agreement, keep Client informed of progress and developments and respond promptly to Client's inquiries and communications. Client hereby promises to be truthful and cooperative with Covington & Crowe, LLP, keep Covington & Crowe, LLP reasonably informed of developments and of Client's address, telephone number and whereabouts, and to timely make any payments required under this Agreement.

Backup V-C-2 January 24, 2006 Page 2 of 3

6. <u>ATTORNEYS' FEES AND COSTS</u>. Client will pay Attorneys for attorneys' fees for the legal services provided under this Agreement at the respective hourly rates of the individuals providing the services. It is understood, by and between the parties hereto, that the rate for attorney services for ALAN J. LEAHY is currently \$225.00 per hour and ALAN J. LEAHY has agreed to perform services at the rate of \$225.00. Additionally, any and all of the members of Covington & Crowe, LLP may render legal services on behalf of Client. In no event will charges for services rendered by a partner of Covington & Crowe, LLP exceed \$300.00 per hour. Services rendered by Associates are charged at the rate of \$160.00 - \$225.00 per hour, and services provided by Paralegals are charged at \$95.00 per hour. Attorneys will charge in increments of one-tenth (1/10) of an hour; rounded off for each activity to the nearest one-tenth (1/10) of an hour.

Attorneys will charge for all activities undertaken in providing legal services to Client under this Agreement including, but not limited to, the following: Office/outside conferences, court sessions (for both preparation and participation), correspondence and legal documents (review and preparation), legal research and telephone conversations. When two or more of Attorneys' personnel are engaged in working on the matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.

If, while this Agreement is in effect, Attorneys increase the hourly rates being charged to its clients, generally, for attorneys' fees, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to Client.

Client hereby acknowledges that Attorneys have made no promises about the total amount of attorneys' fees and costs to be incurred by Client under this Agreement.

7. <u>COSTS</u>. Client promises and agrees to pay all reasonable costs incurred in connection with Covington & Crowe, LLP's representation of Client under this Agreement. At the sole option of Covington & Crowe, LLP, costs may be advanced by Covington & Crowe, LLP and then billed to Client. Costs will include, but are not limited to: third party investigation costs, messenger service fees, photocopying expenses, and any expert fees.

8. <u>RETAINER</u>. A retainer has not been requested.

9. <u>STATEMENTS AND PAYMENTS</u>. Covington & Crowe, LLP will send Client monthly statements indicating attorneys' services rendered and costs incurred and their basis, any amounts applied for costs, and any current balance owed. If no attorneys' services were performed or no costs were incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance due will be paid in full within thirty (30) days after the statement is mailed. Any balance not paid within thirty (30) days after the statement is mailed.

Backup V-C-2 January 24, 2006 Page 3 of 3 and payable upon

owing. All such interest charges will be added to the principal and will be due and payable upon receipt of the statement to which it applies.

10. <u>TERMINATION</u>. Client may terminate this Agreement by executing a Substitution of Attorney form and delivering same to Covington & Crowe, LLP. After the commencement of any litigation contemplated under any proper amendment hereto, Covington & Crowe, LLP may terminate this Agreement with the consent of Client and/or upon obtaining an order relieving Covington & Crowe, LLP as counsel of record from the appropriate court. Notwithstanding the foregoing, no termination shall relieve Client of the obligation to pay any outstanding balance due and owing to Covington & Crowe, LLP.

11. <u>EFFECTIVE DATE OF THIS AGREEMENT</u>. The effective date of this Agreement will be the date when it is executed by all of the parties thereto.

This Agreement is executed on January _____, 2006, in, and to be performed in, the City of ______, in the County of ______, California.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: January ____, 2006

DR. JAMES BUYSSE, Vice-Chancellor

Administration and Finance

COVINGTON & CROWE, LLP

Dated: January ____, 2006

By: _

By:

ALAN J. LEAHY

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.: V-C-3

Date: January 24, 2006

Subject: Travel Allowances

<u>Background</u>: Over 20 years ago, the District established a \$500.00 per month allowance for certain employees to cover travel within a designated area and other business expenses on behalf of the District, at the individual's discretion. Currently, the Vice Chancellors, the President of Riverside City College, the Provosts, and the Chief of Staff benefit from this allowance. In the past 20 years the cost of living has gone up, and in comparison with allowances at other Districts, our staff is at a disadvantage.

<u>Recommended Action</u>: It is recommended the Board of Trustees approve the travel allowance be raised from \$500.00 per month to \$750.00 per month, effective January 1, 2006.

Salvatore G. Rotella Chancellor

Prepared by: Virginia MacDonald Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT PERSONNEL AND LABOR RELATIONS

Report No.: V-C-4

Date: January 24, 2006

Subject: Proposed Organizational Chart for Diversity, Equity, and Compliance and Human Resources

<u>Background</u>: For over 20 years the offices of Diversity, Equity, and Compliance and Human Resources have been separate operations. Recognizing that each office has clear and separate responsibilities that must remain separate, there are many areas of shared responsibility in recruitment, training and retention of faculty and staff. Integrating the two areas under a Vice Chancellor, Diversity and Human Resources will enhance and strengthen both departments through better coordination, utilization of resources and, most important, strengthening the culture and value of diversity.

Recommended Action: No action required; presented for information only.

Salvatore G. Rotella Chancellor

<u>Prepared by</u>: Richard Ramirez Interim Director, Diversity, Equity and Compliance

Backup V-C-4 January 24, 2006 Page 1 of 1 December 16, 2005 DRAFT Administrative Services Risk Management Benefits RIVERSIDE COMMUNITY COLLEGE DISTRICT **PROPOSED ORGANIZATIONAL CHART** District Compliance Officer, Contracts and Legal Services (New) Vice Chancellor, Diversity and Human Resources (New) Coordinator, Diversity, Equity and Compliance Faculty **Director of Operations** Director, Human Resources Classified

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Backup V-C-4 January 24, 2006 Page 2 of 2

GUIDING PRINCIPLES FOR THE DEVELOPMENT OF THE POSITION DESCRIPTION AND RECRUITMENT FOR A VICE CHANCELLOR, DIVERSITY AND HUMAN RESOURCES

Develop a culture that makes Riverside Community College District the employer of choice by:

- Integrating Diversity, Equity and Compliance where appropriate, i.e., training, recruitment and retention to strengthen both departments;
- Increasing the effectiveness and efficiency of Human Resources utilizing technology; and
- Reviewing all policies, procedures and past practices to assure compliance and equity.

PROPOSED TIMELINE

DATES	ACTIVITY	<u>RESPONSIBILITY</u>
November 2005	Develop job descriptions and organizational chart	MacDonald/Ramirez
Early January 2006	Present proposed organization for Human Resources, Diversity, Equity and Compliance to the Personnel and Labor Relations Board Committee	Ramirez
Early February 2006	Advertise position, open until filled	Human Resources
Mid-February 2006	Select Hiring Committee	Ramirez/MacDonald
End February 2006	Screen Applications	Hiring Committee
Early March 2006	Interview Selected Applicants	Hiring Committee
March 21, 2006	Recommendation to the Board of Trustees	MacDonald/Human Resources

Report No.: V-D-1

Date: January 24, 2006

Subject: 2004-2005 District Independent Audit Report

<u>Background</u>: In accordance with Education Code Section 84040(b), an independent audit of the District's 2004-2005 financial statements was performed by Ahern, Adcock, Devlin, LLP, (AAD) Certified Public Accountants. A representative of the firm will be available to present the report. Results of the audit are summarized below.

Audit Findings

There were four current year audit findings as shown on pages 71 through 74 of the audit report. The audit findings are summarized below.

- Title IV refunds for the spring semester were calculated using the incorrect number of days and some refunds were not returned to the Department of Education within the 30-day requirement.
- Reports submitted to the National Student Clearinghouse (NSC) included inaccurate information on the enrollment status of certain students receiving Federal Family Education Loans (FFEL).
- Expenses were overstated on the annual report for the GEAR-Up/Passport Plus program.
- The EOP&S Advisory Committee did not meet during the academic year as required by *The California Code of Regulations*.

There were no prior year audit findings.

Audit Adjustments

There were two audit adjustments to the District's financial statements as shown on page 58 of the audit report. The adjustments to Accounts Receivable and Due From Other Funds resulted in a net increase of \$402,578 to Fund Balance in the General Unrestricted Operating Resource (Fund 11, Resource 1000).

Auditor's Required Communication – Audit Completion

In accordance with Statement on Auditing Standards No. 61, at the conclusion of the audit engagement AAD is required to communicate information to the Board of Trustees regarding their responsibility under United States Generally Accepted Auditing Standards and OMB Circular A-133, significant accounting policies, accounting estimates, significant audit adjustments and uncorrected misstatements, disagreements with management, consultation with other independent accountants, issues discussed prior to retention of independent auditors and difficulties encountered in performing the audit. Attached for your information is the required communication issued by AAD.

Report No.: V-D-1

Date: January 24, 2006

Subject: 2004-2005 District Independent Audit Report (continued)

<u>Recommended Action</u>: It is recommended that the Board of Trustees receive the independent audit report for the year ended June 30, 2005 for the permanent file of the District.

Salvatore G. Rotella Chancellor

Prepared by: Rick Storti District Controller

Report No.: V-D-2

Date: January 24, 2006

Subject: 2004-2005 Foundation Independent Audit Report

<u>Background</u>: An independent audit of the Foundation's 2004-2005 financial statements was performed by Ahern, Adcock, Devlin, LLP, (AAD) Certified Public Accountants. A representative of the firm will be available to present the report. The Foundation's Board of Directors accepted the audit report on November 15, 2005. Results of the audit are summarized below.

Audit Findings

There were no audit findings for the current year or prior year.

Audit Adjustments

There were no audit adjustments to the Foundation's financial statements as a result of the independent auditors' work.

Auditor's Required Communication - Audit Completion

In accordance with Statement on Auditing Standards No. 61, at the conclusion of the audit engagement AAD is required to communicate information to the Board of Directors regarding their responsibility under United States Generally Accepted Auditing Standards and OMB Circular A-133, significant accounting policies, accounting estimates, significant audit adjustments and uncorrected misstatements, disagreements with management, consultation with other independent accountants, issues discussed prior to retention of the independent auditors and difficulties encountered in performing the audit. Attached for your information is the required communication issued by AAD.

<u>Recommended Action</u>: It is recommended that the Board of Trustees receive the Riverside Community College District Foundation's independent audit report for the year ended June 30, 2005 for information only.

> Salvatore G. Rotella Chancellor

Prepared by: Bill J. Bogle, Jr. Auxiliary Business Services Manager

Report No. V-D-3

Date: January 24, 2006

Subject: 2006-2007 Nonresident Fees

<u>Background</u>: Education Code Section 76140 requires California community college districts to establish a nonresident tuition fee rate by Board action prior to February 1 each year for the succeeding academic year. The District has historically established its rate at the statewide average. Currently, the District's nonresident tuition fee rate is \$151 per unit. The statewide average rate is \$160 per unit.

Education Code Section 76141 authorizes California community college districts to charge nonresident students who are both citizens and residents of a foreign country a capital outlay surcharge amount not to exceed the amount expended for capital outlay in the preceding year, divided by the total full-time equivalent students. Currently, the nonresident capital outlay surcharge is set at \$19 per unit. Staff recommends that this fee remain unchanged for 2006-2007.

<u>Recommended Action</u>: It is recommended that the Board of Trustees adopt for 2006-2007 a nonresident tuition fee rate of \$160 per unit and a capital outlay surcharge fee rate of \$19 per unit and direct staff to promulgate these charges via the 2006-2007 catalog, schedule of classes, Board Regulation 6042, etcetera.

Salvatore G. Rotella Chancellor

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

California Community Colleges

NONRESIDENT TUITION FEE WORKSHEET (ECS 76140)

2006-07

			Statewide (Col. 1)		District (<i>Col. 2</i>)	For Districts with 10% or More Noncredit FTES (Col. 3)
А.	Expense of Education for Base Year (2004-05 CCFS-311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$	5,347,221,896	\$	109,399,861	\$
В.	Annual Attendance FTES		1,166,516		25,089	\$
C.	Expense of Education per FTES $(A \div B)$	\$	4,584	\$	4,360	\$
D.	USCPI Factor (2 years)	х	1.049	x	1.049	x <u>1.049</u>
Е.	Cost per FTES for Tuition Year (C x D)	\$	4,809	\$	4,574	\$
F.	Per Unit Nonresident Tuition Fee: Semester-System Colleges ($E \div 30$) and/or Quarter-System Colleges ($E \div 45$)	\$ \$	<u>160</u> 107	\$ \$	152 N/A	\$ \$

NOTE:

For purposes of computing nonresident tuition only, all student contact hours of attendance in credit and noncredit courses, including all those generated by nonresident students and apprentices, are to be included in determining the "FTES" used in computing Expense of Education figure per FTES. Round tuition fee to the nearest dollar.

A district may use columns 1 or 2 to determine nonresident tuition. Column 3 is an option only for use by a district with ten percent (10%) or more noncredit FTES (see ECS 76140(e)).

The district governing board at its January 24, 2006 meeting, adopted a nonresident tuition fee of <u>\$160</u> per semester unit and/or <u>\$ N/A</u> per quarter unit. Basis for adoption is:

(Circle One)

1. Statewide basis, per column 1;

- 2. District basis, per column 2;

(identify district)

5. No more than district basis (Col. 2 or 3); no less than statewide basis (Col. 1).

a. Capital Outlay for 2004-05	\$22,806,715			
b. FTES for 2004-05	25,089			
c. Foreign Student Charge (line $a \div line b$)	\$ <u>909</u>			
d. Amount per Semester Unit (line $c \div 30$) and/or	\$30			
e. Amount per Quarter Unit (line $c \div 45$)	\$N/A			
f. ACTUAL AMOUNT APPROVED BY DISTRICT	Γ: \$ <u>19</u>			
Upon adoption of fee, please submit a copy of this report to:	California Community Colleges			
	Fiscal Services Unit, Attn. Patricia Laurent			
	1102 Q Street, Suite 400			
	Sacramento, CA 95814-6511			
	FAX 916.323.3057			
Aaron S. Brown	Riverside Community College District			
Contact Person	Community College District			
(951) 222-8789	67223A			
Telephone	District Code Number			

Report No.: V-D-4

Date: January 24, 2006

Subject:Facility Projects – Proposed Agreements: Phase III Norco/Industrial Technology
Project (WWCOT Architecture) - Agreement for Architectural Sustainable
Design; District Remodel and Alteration Project (GLP Engineering, Inc.) –
Agreement for Cosmetology Building Electrical Upgrade; and Asphalt
Restoration Project for the Moreno Valley, Norco and Riverside Campuses (KCT
Consultants, Inc.) – Agreement for Paving Plan and Engineers Quantity and Cost
Estimates

<u>Background</u>: Attached for the Board's review and consideration are copies of three agreements Between WWCOT Architecture, GLP Engineering, Inc., and KCT Consultants, Inc. and the Riverside Community College District. More specifically, the projects and agreements are as follows:

Phase III Norco/Industrial Technology Project, Sustainable Design

Staff proposes that the District enter into an agreement with WWCOT Architecture to conduct a sustainable design for the Phase III Norco/Industrial Technology Project. The contract term would be from January 25, 2006, to the estimated project completion date of May 30, 2006, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee. WWCOT Architecture's services would include the review of architectural, mechanical, electrical, plumbing and landscape plans for the Phase III project and the development of a list of sustainable items that could be cost effectively incorporated into the project. The cost for services under this agreement would not exceed \$10,000 including reimbursable expenses.

District Remodel and Alteration Project, Cosmetology Building

Staff proposes that the District enter into an agreement with GLP Engineering, Inc. for the design drawing and specification of the electrical upgrade in the Cosmetology Building. The contract term would be from January 25, 2006, to the estimated project completion date of January 25, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee. GLP Engineering's services would include the review of all electrical and as-built drawings and the condition of existing classrooms and equipment and the development of drawings and specifications to assist Facilities through the bidding and construction processes. Payment in consideration of this agreement would not exceed \$4,800 including reimbursable expenses.

Report No.: V-D-4

Date: January 24, 2006

Subject:Facility Projects – Proposed Agreements: Phase III Norco/Industrial Technology
Project (WWCOT Architecture) - Agreement for Architectural Sustainable
Design; District Remodel and Alteration Project (GLP Engineering, Inc.) –
Agreement for Cosmetology Building Electrical Upgrade; and Asphalt
Restoration Project for the Moreno Valley, Norco and Riverside Campuses (KCT
Consultants, Inc.) – Agreement for Paving Plan and Engineers Quantity and Cost
Estimates (continued)

Moreno Valley, Norco and Riverside Campuses - Asphalt Restoration Project

Staff proposes that the District enter into an agreement with KCT Consultants, Inc. for the development of paving plans and specifications for the District's three campuses and preparation of engineer quantity and cost estimates for said project. The contract term would be from January 25, 2006 to the estimated project completion date of August 1, 2006, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee. KCT Consultant's services would include: 1) preparing the paving plans showing the limits of construction and the areas and type of paving restoration needed (including replacement if needed) for the three campuses. The paving plans would also include paving specifications. 2) The provision of quantity and cost estimates based on what is shown in Task 1. In addition, a quantity estimate will be prepared for use by contractors who are interested in bidding on the project. The total cost for services under this agreement would not exceed \$5,250 including reimbursable expenses.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve:1) approve the attached agreement with WWCOT Architecture to provide sustainable design for the Phase III Norco/Industrial Technology project; 2) the attached agreement with GLP Engineering, Inc., to provide the design drawing and specifications for the electrical upgrade in the Cosmetology Building; and 3) the attached agreement with KCT Consultants, Inc., to provide paving plans and specifications for the Moreno Valley, Norco and Riverside Campuses and to prepare engineers quantity and cost estimates for the Asphalt Restoration Project; and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella Chancellor

Prepared by: Aan Tan, Associate Vice Chancellor, Facilities

AGREEMENT BETWEEN WWCOT ARCHITECTURE PLANNING AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 25th day of January, 2006, by and between WWCOT Architecture, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

- 1. WWCOT Architecture will perform a sustainable design review of the design development drawings for the Phase III Norco/Industrial Technology project. This service will include the review of architectural, mechanical, electrical, plumbing and landscape plans and the development of a list of sustainable items that could cost effectively be incorporated into the project.
- 2. The services outlined in Paragraph 1 will be conducted at WWCOT Offices.
- 3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities.
- 4. The term of this agreement shall be from January 25, 2006, to the estimated completion date of May 30, 2006, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
- 5. Payment in consideration of this agreement shall not exceed \$10,000 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
- 6. WWCOT Architecture shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of WWCOT, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (WWCOT employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and WWCOT shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers,

agents, employees and independent contractor or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 7. "Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from consultant's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000."
- 8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buysse Vice Chancellor Administration and Finance

AGREEMENT BETWEEN GLP ENGINEERING, INC. AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 25th day of January, 2006, by and between GLP ENGINEERING, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

- 1. GLP Engineering will design and prepare drawings and specifications for electrical upgrades in the Cosmetology Building. This service will include the review of all electrical and as-built drawing, the condition of existing classrooms and equipment and the preparation of drawings and specifications to assist Facilities in the bidding and construction processes.
- 2. The services outlined in Paragraph 1 will be conducted at GLP Offices.
- 3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities.
- 4. The term of this agreement shall be from January 25, 2006, to the estimated completion date of January 25, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
- 5. Payment in consideration of this agreement shall not exceed \$ 4,800 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
- 6. GLP Engineering, Inc. shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of GLP Engineering, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (GLP Engineering employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and GLP Engineering shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractor or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and

hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 7. "Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from consultant's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000."
- 8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buysse Vice Chancellor Administration and Finance

AGREEMENT BETWEEN KCT CONSULTANTS, INC. AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 25th day of January, 2006, by and between KCT CONSULTANTS, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

- 1. KCT Consultants will design drawings and specifications for the Asphalt Restoration Project at the Moreno Valley, Norco and Riverside Campuses. This service will include paving plans, limits of construction and where restoration is needed. KCT will also prepare engineers quantity and cost estimates and assist Facilities with the bidding and construction processes.
- 2. The services outlined in Paragraph 1 will be conducted at KCT Offices.
- 3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities.
- 4. The term of this agreement shall be from January 25, 2006, to the estimated completion date of August 1, 2006, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
- 5. Payment in consideration of this agreement shall not exceed \$5,250 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
- 6. KCT Consultants, Inc. shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of KCT Consultants, its agents, employees, subcontractors and independent contractor or consultants, for property damage, bodily injury, or death (KCT employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and KCT Consultants shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractor or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD

free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 7. "Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from consultant's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000."
- 8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buysse Vice Chancellor Administration and Finance

Report No.: V-D-5

Date: January 24, 2006

Subject: Magnolia Avenue Right-of-Way Indemnification and Landscape Agreements

<u>Background</u>: On October 18, 2005 the Board of Trustees approved the acceptance from the City of Riverside of 40 feet of public right-of-way on the easterly and westerly sides of Magnolia Avenue, between Fifteenth Street and Terracina Drive, to facilitate the construction of the Riverside Community College District's five-level Parking Structure. To complete this process, the Agreement with the City requires RCCD to execute: 1) An Indemnification Agreement; 2) A Landscape Maintenance Agreement; and 3) A Utility Easement Agreement with SBC/Pacific Bell.

- 1. Indemnification Agreement: A copy of the Indemnification Agreement is attached for the Board's review and consideration. The Indemnification Agreement shall terminate one year after the satisfaction of all the required conditions of the City Planning Case PO4-1320. Staff estimates this date to be February 2, 2007.
- 2. City of Riverside Landscape Maintenance Agreement: Staff recommends the following landscape maintenance agreement:

The landscape areas currently being maintained by the Public Works Department, which was formally maintained by the City of Riverside's Park and Recreation Department, located along the easterly and westerly sides of Magnolia Avenue where adjacent to Riverside Community College's downtown campus, including both the Magnolia Avenue fill slopes and the parkways along the street, are hereby accepted for ongoing maintenance by the College effective this date. The College further agrees to accept responsibility for utility services to these landscape areas, including both water and electric, and will contact the various utility purveyors and have these services changed over to the Colleges name effective this date. It is further certified that the individual signing this acceptance has the authority to accept these improvements on behalf of the College.

Report No.: V-D-5

Date: January 24, 2006

Subject: Magnolia Avenue Right-of-Way Indemnification Agreement (continued)

3. SBC/Pacific Bell Utility Easement: Staff recommends the following easement agreement with SBC/Pacific Bell:

Riverside Community College District does hereby grant SBC/Pacific Bell an easement to construct, place, operate, inspect, maintain, repair, replace, and remove such aerial and underground telephone, telegraph and communication structures as the company may from time to time require, consisting of poles, anchors, wires, cables, conduits, manholes, markers, and necessary fixtures and appurtenances, in, under, over, and along that certain real property as described in Exhibit "A" attached hereto and incorporated herein by this reference located in the City of Riverside, County of Riverside, State of California.

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the Indemnification Agreement and the Landscape Maintenance Agreement between the Riverside Community College District and the City of Riverside and the granting of a utility easement to SBC/Pacific Bell and authorize the Vice Chancellor of Administration and Finance to sign the related documents.

> Salvatore G. Rotella Chancellor

Prepared by: Aan Tan Associate Vice Chancellor Facilities

CITY OF RIVERSIDE DEVELOPMENT INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") is made this 24th day of January, 2006, by and between the CITY OF RIVERSIDE, a municipal corporation ("City") and Riverside Community College District ("Applicant").

RECITALS

A. The Applicant is the owner of that certain real property ("Property") located within the City of Riverside, County of Riverside, California. The Property is more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

B. The Applicant has applied to the City for certain development approvals for the Property under Planning Case No. P04-1320, a proposal to vacate right of way on Westerly and Easterly sides of Magnolia Avenue and Fifteenth Street, on the Property located at 4800 Magnolia Avenue (the "Project").

C. As a condition of approval to Planning Case No. P04-1320, the City has required that the Applicant execute this Agreement, to defend, indemnify, including reimbursement, and hold harmless the City, its agents, officers and employees from any claim, action, or proceeding against the City, its agents, officers or employees, to attack, void or annul an approval by the City's advisory agency, appeal board, or legislative body concerning the Project.

NOW, THEREFORE, in accordance with the recitals set forth above and as consideration for the approval of development entitlements stated herein, the City and Applicant agree as follows:

1. <u>Incorporation of Recitals.</u> The parties agree that the Recitals constitute the factual basis upon which the City and the Applicant have entered into this Agreement. The City and the Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. <u>Term.</u> The term of this Agreement commences upon approval of Planning Case No. P04-1320 and shall terminate one year after the satisfaction of all required conditions under said Planning Case.

3. <u>Indemnification</u>. The Applicant agrees to indemnify and hold harmless the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of such litigation being to attack, set aside, void or annul any approval of the Project or related decision, or the adoption of any

environmental documents or negative declaration which relates to the Project. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party, and costs of suit, attorneys' fees, and other costs, liabilities and expenses arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence of the part of the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council.

4. <u>City Notification</u>. City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. Applicant shall promptly retain counsel, at its own cost, to represent the City in any such action. Said counsel, if approved by the City, can jointly represent the City and Applicant. However, the City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter. Any costs and attorney's fees incurred by the City for its separate counsel, shall be paid for by the Applicant.

5. <u>Settlement.</u> The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

6. <u>Severability</u>. If for any reason, any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

7. <u>Assignability Limitations</u>. This Agreement may be assigned by the Applicant to any successor in interest for the Project, only after Applicant has first notified the City Planning Department and has provided to the City Planning Director a signed acceptance of the assignment by the assignee.

8. <u>Nonwaiver of Rights or Remedies.</u> The failure of the City to exercise any right or remedies available to its pursuant to this Agreement, shall not constitute a waiver of that party's right to enforce that right or to seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by any party to this Agreement shall preclude that party from asserting any right or remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions shall be deemed to be an implied modification of the terms of this Agreement.

9. <u>City Authority.</u> Notwithstanding anything in this Agreement to the contrary, the City retains all authority and discretion granted to it by law to either approve, disapprove or modify any of the proposed uses of the Property and/or Project in accordance with City ordinances and the approved General Plan.

10. <u>No Oral Modifications.</u> This Agreement represents the entire understanding of the City and the Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement

may be modified, but only by a writing signed by both the City and the Applicant. All modifications to this Agreement must be approved by the City Council of the City of Riverside.

11. <u>Binding Upon Successors.</u> This Agreement and each of its terms shall be binding upon the City, the Applicant and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

12. Legal Challenges. Nothing herein shall be construed to require City to defend any third party claims and suits challenging any action taken by the City with regard to any procedural or substantive aspect of the City's approval of the Project, the environmental process, or the proposed uses of the Property. The City shall retain sole and absolute discretion on whether or not it will defend any action filed which challenges the Project, or whether it will take any other course of action on the Project. The Applicant may, however, in its sole and absolute discretion, appear as real party in interest in any third party action or proceeding, and in such event, the City may defend such action or proceedings at City's sole and absolute discretion. This City shall have the absolute right to retain such legal counsel as the City deems necessary and appropriate to represent its interests.

13. <u>Attorneys' Fees.</u> In the event that any action or proceeding, including arbitration, is commenced by either the City or the Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

14. <u>Jurisdiction and Venue</u>. This Agreement is executed and is to be performed in the City of Riverside, Riverside County, California, and any action or proceeding brought relative to this Agreement shall be heard 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 proceeding to any other county.

15. <u>Headings.</u> The headings of each Section of the Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

16. <u>Representations of Authority.</u> Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

[Signatures on following page.]

IN WITNESS WHEREOF, the Applicant has caused this Indemnification Agreement to be executed the date first written above.

APPLICANT:

By: _____

Printed Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

APPROVED AS TO FORM:

Deputy City Attorney

Report No.:	V-D-6	Date: January 24, 2006		
Subject:	Riverside City College Parking Structure Project Budge \$591,721 Measure C Budget Augmentation	et – Proposed		
<u>Background</u> : The Board of Trustees approved a budget in the amount of \$19,638,093 for the Riverside City College Parking Structure on January 25, 2005. Allocated within this budget for periphery improvements was \$1,463,279.				
2005. Bid r Report IV-A	o Bid for the "periphery improvement" component were is esponses were received, with the low bid set at \$2,055,000 A-5-a). The difference of \$591,721 is attributable to the fol psequent to the development of the initial budget:	(please also see Board		
	epartment of State Architect (DSA) and City of Riverside equirements:	\$328,000		
	The exit to Magnolia Avenue will be a keystone driv instead of a bridge type system. This change was red by DSA. Also, the City requires a median down Ma Avenue and the relocation of utilities and the fire hyd system	quired gnolia		
2. Ir	formation Technology (IT):	\$164,400		
	Originally, it was planned to simply extend the IT infrastructure from the main telephone equipment ro the new parking structure for data and voice connect When it became necessary to relocate Magnolia Ave utilities and the fire hydrant system, it created an opp for the District to extend the IT infrastructure to the I Childhood facility and then to North Hall, providing redundancy pathways as well as future capacity.	ions. nue portunity		
3. M	Iagnolia Avenue Irrigation/Landscaping to 15 th Street: Clean up, supply irrigation and landscaping to meet Riverside Community College District standards.	<u>\$99,321</u>		
	TOTAL	<u>\$591,721</u>		

Report No.: V-D-6

Date: January 24, 2006

<u>Subject:</u> Riverside City College Parking Structure Project Budget – Proposed \$591,721 Measure C Budget Augmentation (continued)

<u>Recommended Action</u>: It is recommended that the Board of Trustees approve the proposal for additional Measure C monies for the Riverside City College Parking Structure Project in the amount of \$591,721.

Salvatore G. Rotella Chancellor

Prepared by: Aan Tan, Associate Vice Chancellor, Facilities

Report No.:V-D-7Date: January 24, 2006Subject:Center for Primary Education: Proposed Lease-Lease Back Arrangement
with Neff Construction, Inc. and Proposed Measure C Budget for
Planning, Site Work and Construction

<u>Background</u>: Staff is currently in discussion with representatives of the Alvord Unified School District and Neff Construction, Inc. relative to the planning and construction of the proposed Center for Primary Education. This project would involve a Lease-Lease Back construction delivery method (please see attached description of the Lease-Lease Back process). Staff will advise the Committee as to the status of said discussions at the January 19, 2006, meeting. It is hoped that we will be in a position at that time to propose entering into a Lease-Lease Back arrangement with Neff Construction. Should that be the case, we would also be in a position to recommend a budget allocation for the project.

> Salvatore G. Rotella Chancellor

Prepared by: James L. Buysse Vice Chancellor Administration and Finance

LEASE-LEASE BACK

The District is pursuing using the Lease-Lease Back construction delivery method for the District's upcoming Learning Center Project ("Project"). The Lease-Lease Back construction delivery method is authorized by the provisions of Education Code section 17406. Education Code section 17406, as described in more detail below, provides an alternative to the traditional design-bid-build construction method whereby a school District awards 1) a contract for the design work to an architect and awards 2) a separate contract to the lowest responsible bidder for the construction pursuant to the provisions of Public Contract Code section 20111.

Education Code section 17406 allows the governing board of a school district, without advertising for bids, to let

for a minimum rental of one dollar (\$1) a year, to any person, firm, or corporation any real property that belongs to the district if the instrument by which such property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term thereof, and provides that title to that building shall vest in the school district at the expiration of that term.

Section 17406 contemplates that the District will lease its property to the "person, firm, or corporation" which will build (or make improvements to) a building or buildings on the district owned property (the "Contractor"). Lease-Lease Back contract documents consist of the following:

- 1. A lease of the District property by the district to the contractor. The rent due under the lease can be as little as \$1.00 per year.
- 2. A sublease of the District property by the contractor to the school district. The sublease provides for periodic sublease payments from the school district. The total sublease payments due under the sublease equals the total construction cost of the project.
- 3. A construction services agreement between the District and the contractor. The construction services agreement provides the terms for the construction of the project, such as the requirement for compliance with state labor laws, the completion date of the project, as well as any other state requirements.

Lease-Lease Back projects can also include a pre-negotiated cost of the construction project, also known as a "guaranteed maximum price" or "GMP." The GMP is typically initially set as a "Preliminary GMP" which is finalized by amendment to the Lease-Lease Back contract documents establishing the "Final GMP," after the Contractor receives bids on any subcontracted portions of the Project.

Because the District will use bond funds, in part, to finance the Project, the District's Legal Counsel recommends obtaining a judicial validation of the contract documents with respect to the District's use of bond funds. A validation action would be initiated by filing a complaint in Superior Court and by publishing and posting an appropriate notice of the complaint. The complaint would ask all those interested in the Lease-Lease Back Project to file an answer to the complaint, thus challenging the District's legal authority to undertake the proposed transaction. If there are no answers filed to the complaint within 31 days of filing, which is typical, the District would be able to obtain a default judgment declaring the proposed transaction "validated." Upon receipt of the default judgment, applicable statutes permit 30 days for the filing of any appeal to the judgment. If no appeals are filed in this 30-day period, the transaction process takes approximately 90-120 days, and is initiated once the Lease-Lease Back documents are executed.

District's that have used Lease-Lease Back as a construction delivery method have provided the following reasons for its use:¹

- Guaranteed Price-- The District is able to negotiate a fixed price for the lease and, if necessary, the purchase price of the project. Unanticipated costs [other than costs associated with District initiated changes or design problems] are the responsibility of the contractor, not the school district.
- Team Approach—Districts have expressed the opinion that Lease-Lease Back allows a team approach to the construction of school facilities. The District, contractor and architect all have an interest in a project completed on time and within budget.
- Known Contractor—Contractors can be selected on the basis of their record of success, recommendations from previous clients and financial strength.
- Value Engineering Opportunities—Contractors are encouraged to provide valueengineering ideas that benefit the District.
- Avoids Competitive Bidding Problems—Many Districts consider the traditional competitive bidding process to be problematic. The process leaves them with little control over the selection of the contractor for the project, and places them in jeopardy, in terms of time and money, if the contractor selected is unwilling or unable to perform the construction as planned. Lease-Lease Back provides the District with the opportunity to select the contractor based on factors other than price alone.

¹ The following is information generally set forth in the Staff Report for the State Allocation Board Implementation Committee meeting of June 6, 2003.

Report No.: V-D-8

Date: January 24, 2006

Subject: Governor's 2006-07 Budget Proposal for California's Community Colleges

<u>Background</u>: Attached for the Committee's review and information is a summary of the Governor's 2006-07 budget proposal for California's Community Colleges. Additional information will be provided at the Committee meeting.

Information Only.

Salvatore G. Rotella Chancellor

Prepared by: James L. Buysse Vice Chancellor Administration and Finance From: Turnage, Robert [mailto:rturnage@CCCCO.edu] Sent: Tuesday, January 10, 2006 1:17 PM To: 'ceo-all@cccco.edu'; 'cbo-all@cccco.edu'; 'cio-all@cccco.edu'; 'cssoall@cccco.edu'; 'govr-all@cccco.edu'; 'pio-all@cccco.edu'; cccco/all ...

Subject: Governor's 2006-07 Budget

Dear Colleagues:

The Governor and the Director of Finance are currently holding a press briefing on the Governor's proposed 2006-07 Budget, and we are now authorized to provide details pertaining to the Community Colleges. Chancellor Drummond has asked me to send out a quick note based on my briefing from the Department of Finance (DOF).

The Governor proposes a year-to-year increase in the Proposition 98 base for the community colleges of approximately \$606 million, an 11.6% increase from current-year funding. The overall increase in Proposition 98 for K-14 education is \$4.3 billion. The community college share of Proposition 98 improves substantially-- from the 10.46% approved in last year's budget act to an estimated 10.79% for 2006-07.

Once again, the community college enrollment fee is held steady at \$26 per credit unit.

The specific proposed increases consist of the following:

- \$264.6 million for a 5.18% COLA for general apportionment.
- \$15.4 million for a 5.18% COLA for specified categorical programs (consistent with prior budget acts).
- \$148.8 million for 3% enrollment growth for general apportionment.
- \$5.1 million for enrollment growth in specified categorical programs (consistent with prior budget acts) at the projected growth rate for the state's adult population of 1.74%.
- \$130 million for equalization.
- \$30 million increase for an expanded initiative to improve career technical education programs and career technical education pathways between high schools, regional occupational programs and the colleges. (\$20 million was provided for this initiative in the current fiscal year from one-time funds. The Governor's Budget thus continues this effort in 2006-07 at an expanded level of \$50 million, with all the funds being ongoing rather than one-time.)
- \$9.6 million for Disabled Students Programs and Services (DSPS) to support growing costs of sign language interpetive services and real-time captioning equipment for deaf and learning-disabled students.
- \$500,000 increase in the CalPASS program.

- \$100,000 to fund two pilot programs intended to improve availability of baccalaureate-degree courses at community colleges that are distant from four-year campuses, pursuant to last year's AB 1280 (Maze).
- The remainder (about \$2 million) is the net effect of various technical changes, including debt service on lease-payment bonds, and a shift of the funding of "tax bail-out" child care programs conducted at community college campuses from the Department of Education budget to the Community Colleges budget.

The System Office's budget, which is outside of Proposition 98, will see a modest increase of about 1.5%. It is not clear to us presently how the Governor's Budget approaches funding for upcoming collective bargaining agreements for state employees. Such costs are typically handled in a statewide budget item, rather than in the System Office budget item.

The Budget also includes \$585 million from state bond funds for capital outlay projects, consistent with the System's request submitted to the Department of Finance.

Overall, this is a highly positive and encouraging budget for the California Community Colleges. It is clear that the Governor values the community colleges and the crucial role they play in California. Those of you who are familiar with the System's Budget Request no doubt will note that certain System priorities (for example, improved funding for noncredit programs and "rural access grants" for our smallest colleges) remain unaddressed at this point. We intend to work through the Consultation process and with the Board of Governors, prior to the spring budget hearings in the Legislature, to identify potential sources of additional funding to meet these and other key System priorities. I would also note that the System Office, with the assistance of the League, is involved in discussions with the Administration and the Legislature on SB 361, a bill that also addresses several of these priority areas. These discussions are directed at producing a bill that can be signed by the Governor at the same time as he signs the 2006-07 Budget Bill. With a united system behind us, we are confident that we will make great progress on the System's funding needs.

Sincerely,

Robert Turnage Vice Chancellor for Fiscal Policy

COMMUNITY COLLEGE LEAGUE

OF CALIFORNIA

DRAFT -- TENTATIVE

NUMBERS

			1/10/06 - 3:06pm	
	2005-06 Final	2006-07 System	2006-07 Governor's	
Item	Budget	Budget Request	Proposed Budget	
General Apportionment				
Apportionments: General Fund	2,384,811,000		2,765,675,000	
Apportionments: Local Property Tax Revenues	1,829,726,000		1,899,329,000	
Apportionments: Student Fees	347,929,000		358,367,000	
Subtotal General Apportionment	4,562,466,000	4,970,208,000	5,023,371,000	
04-05 Apportionment Veto Set-Aside for Accountability Cost-of-living adjustment (categorical COLA incl. below)	31,409,000 209,624,000	(folded in to base) 264,600,000	(folded in to base) 264,600,000 ((5 19
Core Operational & Institutional Needs (1%)	209,024,000	47,500,000	204,000,000 ((5.16
Deficit Reduction (1/2 of 03-04 lost COLA)		48,000,000	0	
Equalization	30,000,000	80,000,000	130,000,000	
Non-credit enhancement		30,000,000	0	
Rural College Access Grants		5,000,000	0	
Fotal General Apportionment	4,833,499,000	5,440,308,000	5,417,971,000	
CateQorical ProQrams				
Academic Senate for the Community Colleges	467,000	517,000	467,000	
Basic Skills and Apprenticeship California Virtual University	43,453,000 1,347,000	<i>48,203,865</i> 1,347,000	46,499,113 (a) 1,347,000	
Career Technical Education	1,347,000	1,347,000	50,000,000	
Child Care Tax Bailout			<i>6,494,000</i> (b)	
Disabled Students Programs and Services	91,191,000	107,184,000	107,184,000 (c)	
Economic Development	35,790,000	50,790,000	35,790,000	
OPS & CARE	104,759,000	112,127,000	112,127,000 (a)	
qual Employment Opportunity	1,747,000	. ==	1,747,000	
Foster Care Education Program Fund for Student Success	4,754,000 6,158,000	4,754,000 6,158,000	4,754,000 6,158,000	
Full-time Faculty: Increase Positions	0,150,000	40,000,000	0,150,000	
Growth for Apportionments	136,709,000	210,000,000	148,800,000	(3.00
Atriculation	66,332,000	93,767,998	70,981,961 (a)	
Part-Time Faculty Compensation	50,828,000	100,828,000	50,828,000	
Part-Time Faculty Health Insurance	1,000,000	5,200,000	1,000,000	
Part-Time Faculty Office Hours	7,172,000	11,972,000	7,172,000	
Physical Plant and Instructional Support	27,345,000	29,345,000	27,345,000	
Special Services for CalWORKs Recipients Student Financial Aid Administration	34,580,000 48,206,000	<i>43,580,000</i> 51,600,000	34,580,000 51,849,000	
Felecommunications and Technology Infra.	24,397,000	26,250,000	24,897,000 (d)	
Fransfer Education and Articulation	1,974,000	1,974,000	1,424,000	
Dne-Time Funds				
Career technical education	20,000,000	37,400,000		
Property Tax Backfill	15,600,000			
Jursing enrollment and equipment needs	10,000,000			
Andate reimbursements (suspension continues)	10,000,000	20,000,000		
Electronic Transcript Exchange		700,000		
Physical Plant and Instructional Support		50,000,000		
AB 1280 Rural Baccalaureate Pilot Programs			100,000	
Miscelleaneous (Non-proQramlItems				
Mandate reimbursements (suspension continues)	4,000	20,000,000		
ease-Purchase Bond Payments	61,512,000	60,648,000	64,565,000	
Lottery	177,871,000	177,871,000	177,871,000	
'otal State-Determined Funding	5,816,695,000	6,752,524,863	6,451,951,073	10
Funded FTES	1,168,391	1,215,127	1,203,4431	3
Funding per FTES	\$ 4,978			7.

(a) Categorical programs would receive the 5.18% cost-of-living adjustment and 1.74% for statutory enrollment growth.
 (b) Item shifted from the State Department of Education budget.

(c) Includes \$9.6 million for interpreters and real-time captioning equipment for hearing impaired and learning disabled students, as well as 5.18% cost-of-living adjustment and 1.75% for statutory enrollment growth.

(d) Includes a \$500,000 increase for CalPASS.

Report No.: V-D-9

Date: January 24, 2006

Subject: Commitment of Measure C Funds

<u>Background</u>: Attached for the Board's review and information is a copy of a summary of commitments to date approved by the Board relative to the initial issuance of Measure C funds.

Information Only.

Salvatore G. Rotella Chancellor

Prepared by: James L. Buysse Vice Chancellor Administration and Finance

Riverside Community College District Measure C Series A, Series B and Series A Refunding Project Commitments Through December 31, 2005

Backup V-D-9 January 24, 2006 Page 1 of 1

	Budget - Inception Through 12/31/2005
Income	
Series A and B Proceeds	\$ 65,000,000
Series A and B Premium	3,024,641
Series A Refunding Premium	7,689,321
FY 2004-2005 Interest Income	1,030,586
FY 2005-2006 Interest Income through 12/31/05	391,573
Total Income	77,136,121
Project Commitments	
Bridge Space - Moreno Valley	339,266
Bridge Space - Norco	351,743
Bridge Space - RCCD System Office	66,909
Bridge Space - Riverside	404,449
Certificates of Participation (1993) - Refunding	1,783,340
Certificates of Participation (2001) - Refunding	9,799,53
Cost of Issuance	1,751,434
Debt Service related to General Obligation Bond	194,26
District Computer Systems Upgrades	126,990
District Network Upgrades	150,000
District Phone and Voicemail Upgrades	350,000
Measure C Election Costs	98,23
MLK Remodel - Equipment	1,252,00
MLK Remodel - Planning and Working Drawings	101,88
MLK Remodel - Roof Repair	262,25
Nursing/Sciences Building Planning and Working Drawings (Riv)	175,13
Phase I - Parking Structure - Phase I (Riverside)	19,647,09
Phase I - Wheelock PE Complex/Athletic Field	4,769,00
Phase II - Wheelock PE Complex/Athletic Field	104 54
Planning and Working Drawings	194,54
Phase III - Moreno Valley Planning and Working Drawings	43,330
Phase III - Norco Planning and Working Drawings	918,78
Quad Remodel - Construction	4,187,36
Quad Remodel - Planning and Working Drawings	519,454
RCC System Office Purchase Option (Heiting Building)	2,629,982
Scheduled Maintenance Match	322,00
Swing Space - Administration Building Remodel Swing Space - Business Education Building Remodel	208,62
Swing Space - Business Education Building Remodel Swing Space - Lovekin Complex	141,373 4,018,459
Total Project Commitments	54,807,462
-	
Uncommited Balance for Series A, Series B and Series A Refunding	\$ 22,328,659

MINUTES OF THE BOARD OF TRUSTEES ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE DECEMBER 6, 2005

Chairperson Medina called the committee to order at 5:03 p.m., in Board Room AD122, in the O. W. Noble Administration Building, Riverside City College.

<u>Committee Members Present</u> Mr. Jose Medina, Chairperson

<u>Ex-officio Committee Members Present</u>
Dr. Linda Lacy, Vice Chancellor, Student Services/Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Ms. Sylvia Thomas, Associate Vice President, Instruction
Ms. Patricia Bufalino, Academic Senate Representative, Moreno Valley Campus
Ms. Michelle Davila, CSEA Representative
Ms. Virginia McKee-Leone, Academic Senate Representative
Ms. Karin Skiba, CTA Representative

Resource Persons Present

Dr. Salvatore G. Rotella, Chancellor

Dr. Daniel Castro, President, Riverside City College

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley Campus

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

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs

and Institutional Advancement

ACADEMIC AFFAIRS

Curriculum

CALL TO ORDER

Dr. Maghroori explained that proposed curricular changes will be presented to the Board for approval at the December 13, 2005 meeting, and entertained questions.

Ms. McKee-Leone led the committee review of the District strategic initiatives that will be presented to the full Board for their information on December 13th. Discussion followed.

Ms. Thomas reviewed the process that the District has followed to develop the Academic Master Plan that will also be presented to the Board for their information on the 13th. Discussion followed.

Strategic Initiatives 2005-2010

Academic Master Plan

Dr. Maghroori explained that agreements are being presented to the Board at the December 13th meeting for services to be provided for the RCC Concert Band Festival, RCC Symphony Orchestra Clinic, RCC Wind Ensemble, RCC Symphony Orchestra, RCC Conducting Symposium, and the RCC Music Faculty Recital.

Dr. Maghroori led the committee review of the agreement for the District to provide Sexual Harassment Prevention training at no to the District. Discussion followed.

Dr. Maghroori indicated that these memorandums of understanding and agreement will be presented to the Board for approval at the December 13th meeting. Discussion followed.

Dr. Maghroori presented the amendments to agreements, as well as agreements to provide clinical experience sites for nursing students that will be presented to the Board for approval on December 13th. Discussion followed.

PERFORMING ARTS

Agreements for Concert Band Festival, Vangie Pearson, James & James Sound Recording, Marty Rhees and Shang-Ying Tsai

ECONOMIC DEVELOPMENT

Agreement with Quebecor World

WORKFORCE PREPARATION

Memorandum of Understanding with Riverside Gateway to College Early College High School; Agreement with the Community College Foundation; Memorandum of Understanding with ACS/Perris OASIS Youth Opportunity Center

NURSING

Amendments to Agreements with Redlands Community Hospital, Valley Health System, and California State University, Fullerton, an Agreement with San Antonio Community Hospital, and Affiliation Agreement Renewals Dr. Hendrick explained that the Board will be receiving a request at the December 13th meeting to approve an agreement for a feasibility study to be conducted regarding the operation of the new child center at the Innovative Teaching and Learning Center. Discussion followed.

Dr. Maghroori indicated that two renewal agreements will be presented for Board approval on the 13th, one for the use of music for broadcast productions and presentations, and one for preventive maintenance of Avid Adrenaline Video Editing Workstation. Discussion followed.

Dr. Maghroori led the committee review of the agreements to provide classes at other facilities that will also be presented to the Board for approval at the December 13th meeting. Discussion followed.

Dr. Maghroori led the committee review of the amended budget to the agreement to be presented to the Board for approval on December 13^{th} .

Ms. Skiba explained that two agreements, one for an artist to deliver a lecture to coincide with a gallery exhibit, and the other to co-curate the LA Printmaking Exhibit at Landis Art Gallery, will be presented for Board approval on the 13th. Discussion followed.

SCHOOL OF EDUCATION

Agreement with Diane Mapes

<u>LIBRARY</u>

Agreements with Omnimusic and Avid Technology, Inc.

MORENO VALLEY

Agreements with Valley Health System, Moreno Valley Unified School District, and Kaiser Foundation Hospitals

NORCO

Revised Budget – 24-Hour Fitness Center

ART

Agreements with Jerry Burchfield and Liz Sadoff Dr. Quin reviewed the agreements that will be presented on the 13th to the Board for approval for assistant to the director services for the Performance Riverside production of Quilters, for services for the production of Music Man, for filming services to produce an archive video for the remaining four musicals of the 2005-2006 Performance Riverside season, and services for the Performance Riverside production of Evita. Discussion followed.

Dr. Maghroori led the committee review of the facilities use agreement at Ben Clark Training Center, and the agreement to provide preventative maintenance on fitness equipment located at Ben Clark Public Safety Training Center. Discussion followed.

The committee adjourned the meeting at 5:52 p.m.

PERFORMANCE RIVERSIDE

Agreements with Karen Rymar, for Music Man, with V & S Video, and for Evita

PUBLIC SAFETY AND TRAINING

Agreements with County of Riverside and Coast Fitness Repair Shop

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES FINANCE AND AUDIT COMMITTEE MEETING OF DECEMBER 6, 2005

CALL TO ORDER

Chairperson Daley called the Finance and Audit Committee Meeting to order at 6:00 p.m., in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

<u>Committee Members Present</u> Ms. Kathleen Daley, Chairperson Mr. Jose Medina, Vice Chairperson

Ex-officio Committee Members Present

Dr. James Buysse, Vice Chancellor, Finance and Administration

Mr. Aaron Brown, Associate Vice Chancellor, Finance

Ms. Tamara Caponetta, CSEA Representative (Norco Campus)

Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)

Ms. Virginia McKee-Leone, Academic Senate Representative

Ms. Sheila Pisa, CTA Representative (Moreno Valley Campus)

Mr. Tom Wagner, Academic Senate Representative (Norco Campus)

Resource Persons Present

Dr. Salvatore G. Rotella, Chancellor

Dr. Daniel Castro, President, Riverside City College

Dr. Brenda Davis, Provost, Norco Campus

Dr. Richard Tworek, Provost, Moreno Valley

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

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement

Mr. Rick Storti, District Controller

Guests Present

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

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Ms. Deborah, L. Crowley, C.P.A., Eadie and Payne, LLP (arrived at 6:05 p.m.)

Staff postponed discussion of item V-D-1 until the representative from Eadie and Payne arrives.

MEASURE C INDEPENDENT FINANCIAL AND PERFORMANCE AUDIT REPORTS Dr. Buysse led the committee review of the proposed interfund loan for the purchase of a District office that will be presented to the Board for approval at the December 13th meeting. Discussion followed.

Mr. Brown introduced Ms. Crowley, from Eadie and Payne, who led the committee review of the Measure C Audit that will be presented to the Board for approval on December 13th. Discussion followed.

Dr. Buysse led the committee review of the proposed agreements and amendments to agreements for the Riverside School for the Arts, Swing Space and Bridge Space Projects, Quadrangle Modernization and the 2008-2012 Five-Year Capital Construction Plan that will be presented to the Board for approval on December 13th. Discussion followed.

Dr. Castro explained that the Board would be receiving a request at the December 13^{th} meeting for staff to go out to bid for the purchase and installation of awnings for the RCC Swing Space and allocate Measure C funds for the project. Discussion followed.

Mr. Brown indicated that the Quarterly Financial Status Report for this quarter will be presented to the Board for their information at the Board meeting on December 13th. Discussion followed.

The committee adjourned the meeting at 6:23 p.m.

<u>INTERFUND LOANS – DISTRICT</u> <u>OFFICE PURCHASE</u>

MEASURE	С	IND	EPENDENT	
FINANCIAL	A	AND	PERFOR-	
MANCE AUDIT REPORTS				

FACILITY PROJECTS PROPOSED AGREEMENTS AND AMENDMENTS TO AGREE-RIVERSIDE SCHOOL MENTS: THE ARTS (ALLEN FOR PETERSEN, CONSULTANT), SWING SPACE AND BRIDGE SPACE PROJECTS (BRUCE BORG, DSA INSPECTOR), QUAD-RANGLE **MODERNIZATION** PROJECT (JOHN R. BYERLY, MATERIALS INC., TESTING AND INSPECTION) AND 2008-

<u>RIVERSIDE</u> <u>CITY</u> <u>COLLEG</u> <u>SWING SPACE</u>

CCFS-311Q–QUARTERLYFINANCIALSTATUSREPORTFORTHEQUARTERENDEDSEPTEMBER30, 2005

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT BUSINESS FROM BOARD MEMBERS

Report No.:	VIII-A	DATE: January 24, 2006	
Subject:	Option to Purchase Agreement with the Riv Foundation – Resolution No. 15-05/06	chase Agreement with the Riverside County Education Resolution No. 15-05/06	

<u>Background</u>: The Board of Trustees authorized the District to enter into an Option to Purchase Agreement with the Riverside County Education Foundation (RCEF) on October 14, 2003 on the District's approximately 100 acres of property at the southeast corner of La Sierra and Indiana Avenues. The RCEF assigned the Option to Griffin Homebuilding Group, LLC, and Griffin desires to close escrow on the Property on or before February 19, 2006, at a Purchase Price of \$9.2 million in cash.

<u>Recommended Action</u>: It is recommended that the Board of Trustees adopt Resolution No. 15-05/06 – Option to Purchase Agreement with the Riverside County Education Foundation.

> Salvatore G. Rotella Chancellor

Prepared by: Virginia MacDonald Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 15-05/06

OPTION TO PURCHASE AGREEMENT WITH THE RIVERSIDE COUNTY EDUCATION FOUNDATION

WHEREAS, the District has entered that certain Option to Purchase Agreement ("Option Agreement") dated October 14, 2003 wherein Riverside County Education Foundation was granted an option to acquire approximately 100 acres at the southeast corner of La Sierra Avenue and Indiana Avenue in the City of Riverside (the "Property");

WHEREAS, the Option Agreement has been assigned by Riverside County Education Foundation to the Griffin Homebuilding Group, LLC ("Griffin");

WHEREAS, the Option Agreement provides that escrow shall close on or before February 19, 2006, and that Griffin may extend the closing date for up to six (6) months thereafter;

WHEREAS, the Option Agreement sets forth a sale price of \$10,000,000.00 and requires the District to carry back a mortgage on the sale of the property;

WHEREAS, in order to avoid the risk that Griffin may not exercise the option and to avoid the risk to the District of carrying back a mortgage on the Property, it is in the best interest of the District to close escrow for the Property promptly for \$9,200,000.00 all cash at close of escrow; and

NOW, THEREFORE, IT IS RESOLVED that an amendment to the Option Agreement is hereby approved and ratified to close escrow for the sale of the Property to Griffin promptly for \$9,200,000.00 all cash at close of escrow.

Dated: January 24, 2006

Secretary of the Board

ATTEST:

President