

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular and Annual Planning Meetings –
March 21, 2006 - 6:00 p.m., and March 22, 2006 – 6:00 p.m.
– Board Room AD122, Riverside City College

AGENDA

Light Supper

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.

Closed Session

- Pursuant to Education Code Section 72122, student appeal of administrative decision.

Recommended Action: To be Determined

- I. Approval of Minutes - Regular meeting of February 21, 2006
Special meeting of March 9, 2006

II. Chancellor’s Reports

A. Communications

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

Information Only

- B. Resolution in Recognition of Ameal Moore: His Service to the City, Community and College – Resolution No. 21-05/06
- Recommend adopting a resolution officially commending Mr. Moore for his contributions to the College, Riverside and the community.

Recommended Action: Request for Approval

III. Student Report

IV. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

- (a) Management (None)
- (b) Contract Faculty
- (c) Long-Term, Temporary Faculty
- (d) Special Assignments
- (e) Overload Assignments
- (f) Part-Time Faculty, Hourly Assignments

2. Title Changes

3. Adjustment of Effective Date of Employment

4. Salary Reclassifications

b. Classified Personnel

1. Appointments

- (a) Management/Supervisory
- (b) Management – Categorically Funded
- (c) Classified/Confidential
- (d) Classified/Confidential – Categorically Funded (None)
- (e) Professional Experts (None)

- (f) Short Term
 - (g) Temporary as Needed Student Workers
 - (h) Community Education Programs – 2006 Spring Semester
 - (i) Special Assignment
2. Reclassification of Classified Management Position
 3. Reclassification of Classified Bargaining Unit Position
 4. Request to Adjust Return to Regular Workload for Categorically-Funded Employee
 5. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
 6. Request for an Administrative Leave With Pay for Classified Bargaining Unit Employee
 7. Adjust Classified Bargaining Unit Employee's Resignation Date
 8. Separations
2. Purchase Order and Warrant Report -- All District Funds
 - Purchase orders and warrant reports issued by the Business Office.
 3. Annuities
 - Tax shelter annuities for employees, amendments and terminations.
 4. Budget Adjustments
 - a. Budget Adjustments
 - Request approving various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolution(s) to Amend Budget

1. Resolution to Amend Budget – Resolution No. 22-05/06 - 2005-2006 Health Services
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
2. Resolution to Amend Budget – Resolution No. 23-05/06 – 2005-2006 Tri-Tech Small Business Development Center (SBDC) Program Income
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
3. Resolution to Amend Budget – Resolution No. 25-05/06 La Sierra Property Sale to Griffin Homebuilding Group, LLC
 - Recommend adopting a resolution to add revenue and contingency to the adopted budget.
- c. Contingency Budget Adjustments
 - Request approving contingency budget transfers as presented.
5. Bid Awards
 - a. Award of Bid – HOAP II Robot
 - Recommend awarding a bid for the purchase of a robot to be used to enhance three curriculums, augment community outreach and research opportunities with other institutions.
 - b. Award of Bid – Paving Project
 - Recommend awarding a bid for numerous District paving projects.
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
 - Recommend accepting the Softball Electronic Scoreboard project as complete, approving the execution of the Notice of Completion and authorizing the Board President to sign the notice.

Recommended Action: Request for Approval

B. Information

- 1. Monthly Financial Report
 - Informational report relative to financial activity for the period from July 1, 2005 through January 31, 2006.

Information Only

V. Board Committee Reports

A. Academic Affairs and Student Services

- 1. Student Services
 - a. Agreements with Council of Community Clinics Service Corporation and Unilab
 - Recommend approving and ratifying the agreements for discount laboratory services for student testing.

Recommended Action: Request for Approval and Ratification
 - b. Item pulled.
 - c. Revised Regulations for Student Discipline and Due Process – Policy and Regulations 6080 – Second Reading
 - Recommend approving the revised Regulations 6080.

Recommended Action: Request for Approval

2. Economic Development

- a. Agreement with Raytheon

- Recommend ratifying the agreement to provide a business plan for Magnaphone.
- b. Agreement with Sierracin/Sylmar Corporation
 - Recommend ratifying the agreement to provide project management training services.
- c. Agreement with Goodrich Aerostructures
 - Recommend ratifying the agreement to provide training related to production maintenance.
- d. Agreement with The Timberland Co.
 - Recommend ratifying the agreement to provide a range of training services in the areas of harassment, management, lead training, ETP management and lead combination training.
- e. Subcontract with California State University Fullerton Auxiliary Services Corporation
 - Recommend ratifying the agreement to provide a Service Center to existing and potential small business owners in Riverside, San Bernardino and Orange Counties.

Recommended Action: Request for Ratification

3. Nursing

- a. Affiliation Agreement Renewals
 - Recommend approving the renewal agreements with various hospital/clinical facilities to provide clinical experience sites for nursing students.
- b. First Amendment to the Educational Agreement with UHS Corona, Inc.
 - Recommend approving the first amendment to the educational agreement to provide clinical experience sites for nursing students.

Recommended Action: Request for Approval

- c. Affiliation Agreement Renewal with Loma Linda University Medical Center
 - Recommend ratifying the affiliation agreement renewal to provide a clinical experience site for nursing students.

- d. Affiliation Agreement Renewal with Community Hospital of San Bernardino
 - Recommend ratifying the renewal of the educational affiliation agreement to provide a clinical experience site for nursing students.

Recommended Action: Request for Ratification

- 4. School of Education
 - a. Agreement with Riverside County Community Health Agency
 - Recommend ratifying the contract which allows the Early Childhood Education faculty and the Children’s Center lab staff to share Medi-Cal eligibility information with the Children’s Center client families and adult students.
- Recommended Action: Request for Ratification**

- 5. Performing Arts
 - a. Agreement with Samuel French, Inc.
 - Recommend approving the agreement to provide royalty, rental and security fees for the license of a non-equity production of “Grease.”
 - b. Agreements for the Summer Conservatory Production of “Grease”
 - Recommend approving the agreement to provide services as the musical director and costume designer for the Summer Conservatory production of “Grease.”

Recommended Action: Request for Approval

- c. Agreement with Kyle Bruich
 - Recommend ratifying the agreement to provide services as the adjudicator for the Show Choir Festival.

- d. Agreements for the Vocal Jazz Festival
 - Recommend ratifying the agreements to provide services as the sound engineer, guest bass player, and guest adjudicator for the Vocal Jazz Festival.

Recommended Action: Request for Ratification

- e. Agreement with DEG Music Products, Inc.
- Recommend approving the agreement to exchange instruments for the RCC Marching Tigers.

Recommended Action: Request for Approval

6. Moreno Valley

- a. Affiliation Agreement with D.V. Urgent Care
- Recommend approving the renewal of an existing affiliation agreement for clinical training.

Recommended Action: Request for Approval

7. International Education

- a. Agreement with Adventureland Safari LLC
- Recommend approving the agreements to provide services for the summer session study abroad programs.

- b. Agreement with the Centers for Academic Programs Abroad Inc.
- Recommend approving the agreement to provide services for the fall session study abroad program in Florence, Italy.

Recommended Action: Request for Approval

8. Workforce Preparation

- a. Agreement with Riverside City and County Public Library
- Recommend approving the agreement for facility use as a site for Foster and Kinship Care Education Program workshops.

Recommended Action: Request for Approval

B. Planning and Development

- 1. Proposed Agreement for WWCOT Architecture to Provide Services for the Moreno Valley Phase III – Student Academic Services Facility Project and Proposed Allocation of Measure C Monies to Fund the Preliminary Plans and Working Drawings Phase of the Project
- Recommend approving a proposed agreement for architecture services for the Moreno Valley Phase III – Student Academic Services Facility Project and to approve the use of Measure C

monies for funding the preliminary plans and working drawings phase of the project.

Recommended Action: Request for Approval

- C. Personnel and Labor Relations (None)
- D. Finance and Audit
 - 1. Actuarial Services for Post Employment Benefits
 - Recommend approving an agreement for services to provide an assessment of District liability relative to post-employment benefits.
 - 2. 2006-2007 Tax and Revenue Anticipation Note (TRAN) – Resolution No. 19-05/06
 - Recommend approving a resolution authorizing the borrowing of funds for fiscal year 2006-2007, the issuance and sale of a 2006-2007 Tax and Revenue Anticipation Note, participation in the California School Cash Revenue Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note, and authorizing the signature of appropriate documents.

Recommended Action: Request for Approval

- E. Legislative (None)
- F. Board of Trustees Committee Meeting Minutes
 - Recommend receipt of Board committee minutes from the February 14, 2006 Academic Affairs and Student Services, Finance and Audit, and Planning and Development Committees.

Information Only

VI. Administrative Reports

- A. Vice Chancellors
- B. President/Provosts

VII. Academic Senate Report

- A. Riverside Community College District/Norco Campus
- B. Moreno Valley Campus

C. Riverside City College

VIII. Business from Board Members

- A. CCCT Board of Directors Election – 2006
- Recommend voting to fill the CCCT Board vacancies.

Recommended Action: Vote for CCCT Board Vacancies

IX. Review of Agenda and Expected Outcomes Salvatore G. Rotella
Chancellor

X. Accreditation Update

- Accreditation Web Site and Resources K. Kauffman
- Review Process, Timeline and Participation
 - Moreno Valley D. Tworek
 - Norco B. Davis
 - Riverside D. Castro
- Reaffirmation of District Mission Statement K. Kauffman
- Review/Discuss Campus Mission Statements
 - District K. Kauffman
 - Moreno Valley D. Tworek
 - Norco B. Davis
 - Riverside D. Castro

Information Only

XI. Comments from the Public

XII. Closed Session

- Pursuant to Government Code Section 54957, it is the intention of the Board to meet in closed session to consider public employee performance evaluation for the position of Chancellor of Riverside Community College District.

Recommended Action: To be Determined

XIII. Adjourn the Meeting until Wednesday, March 22, 2006 – 6:00 p.m., Board Room AD122, Riverside City College

Light Supper

XIV. Reconvene the Meeting (Wednesday, March 22, 2006 – 6:00 p.m.)

XV. Governance in a Three-College District Salvatore G. Rotella

- Enhancing Policy Making
 - Board Committees
 - Agendas
 - Consent and Action Items

J. Buysse

Information Only

XVI. Comments from the Public

XVII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF FEBRUARY 21, 2006

President Takano called the regular meeting of the Board of Trustees to order at 6:12 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley (arrived at 6:20 p.m.)
Ms. Mary Figueroa (arrived at 6:30 p.m.)
Mr. Jose Medina
Ms. Grace Slocum
Mr. Mark Takano
Mr. Kim Tran, Student Trustee

Trustees Absent

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
Ms. Patricia Bufalino, President, Academic Senate, Moreno Valley Campus
Mr. Richard Mahon, President, Academic Senate, Riverside City College
Mr. Tom Wagner, President, Academic Senate, District and Norco Campus

Guests Present

Mr. Brett Harvey, Attorney, Best, Best and Krieger
Mr. Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen

Dr. Mahon led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees change the order of the agenda to adjourn to closed session when Trustees Daley and Figueroa arrive. Motion carried. (3 ayes, 2 absent [Daley, Figueroa])

AGENDA AMENDED

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the minutes of the special meeting of January 17, 2006 and the regular meeting of January 24,

MINUTES OF THE SPECIAL MEETING OF JANUARY 17, 2006 AND THE REGULAR MEETING OF JANUARY 24,

2006. Motion carried. (3 ayes, 2 absent [Daley, Figueroa])

2006

Dr. Castro introduced RCC's Head Water Polo and Swim Coach and the 2005 California Coach of the Year, David Almquist, who led the recognition of the RCC Women's Water Polo Team who won the State water polo championship in November 2005.

"Emergency Phone Update"
– Salvatore G. Rotella,
Chancellor, Riverside
Community College District

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the proposed calendar for 2006-2007. Motion carried. (4 ayes; 1 absent [Figueroa])

District Calendar 2006-2007

The Board adjourned to closed session at 6:30 p.m., pursuant to Government Code Section 54957, to consider public employee performance evaluations; Titles: Provosts, Moreno Valley Campus and Norco Campus.

CLOSED SESSION

The Board reconvened to open session at 7:03 p.m., with no announcement from closed session.

RECONVENEMENT TO OPEN SESSION

Dr. Rotella withdrew items IV-A-9-a and V-9-a, and item 10 on IV-A-7 from consideration. A verbal correction was made to report IV-A-5-a, correcting the funding to Fund 12, Resource 1190.

2006-2007 – TAX AND REVENUE ANTICIPATION NOTE (TRAN) – RESOLUTION NO. 19-05/06, REVISED REGULATIONS FOR STUDENT DISCIPLINE AND DUE PROCESS – POLICY AND REGULATIONS 6080 – SECOND READING, AND AWARD OF BID – CERAMICS BUILDING ROOF REPLACEMENT, OUT-OF-STATE TRAVEL, AND AWARD OF BID – CERAMICS BUILDING ROOF REPLACEMENT

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

STUDENT REPORT

CONSENT ITEMS

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees: Approve the listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 44)	Action Academic and Classified Personnel
Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$893,778.04, and District Warrant Claims totaling \$3,452,974.65; (Appendix No. 45)	Purchase Order and Warrant Report – All District Funds
Approve amendment to employment contracts and terminations as listed; (Appendix No. 46)	Annuities
Approve the budget transfers as presented; (Appendix No. 47)	Budget Adjustments
Approve adding the revenue and expenditures of \$80,857.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution, contingent on the Board’s approval of Board Report No. V-A-4-a presented later on the agenda;	Resolution to Amend Budget – Resolution No. 17-05/06 Nuview Bridge Early College High School Program
Approve adding the revenue and expenditures of \$152,757.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;	Resolution to Amend Budget – Resolution No. 18-05/06 2005-2006 VTEA 1-C Program
Approve adding the revenue and expenditures of \$156,233.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;	Resolution to Amend Budget – Resolution No. 20 – 05/06 2005-2006 Gateway to College Early College High School Program
Approve the contingency budget transfer, by a two-thirds vote of the members, as presented; (Appendix No. 48)	Contingency Budget Adjustment
Award the bid for the Ceramics Building Roof Replacement, Alternative #2, to Cabral Roofing, in the amount of \$54,461.00, and	Award of Bid-Ceramics Building Roof Replacement

authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve to piggyback on the County of Los Angeles Contract #41386/55754/12197801 with OCE-USA, Inc., for the lease of two copiers for the Moreno Valley and Norco Provost departments. The five year lease amount shall not exceed \$208,120.00, including equipment, maintenance and supplies, excluding copy allowance excess charges, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Accept the listed donated items; (Appendix No. 49)

Grant out-of-state travel as listed, withdrawing item 10; (Appendix No. 50)

Approve the agreement between Riverside Community College District and Freeway Business Park Investors, LLC for a three year lease from February 22, 2006 through March 1, 2009, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Declare the property listed to be surplus, find that the property does not exceed the total 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. 51)

Motion carried. (5 ayes, except Ms. Slocum voted no on item IV-A-7) (Ms. Slocum abstained on items IV-A-1-a-d and e.]

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignations of Ms. Robin Witt, Assistant Professor Mathematics,

Piggyback Lease for Digital Copiers using County of Los Angeles Contract #41386/55754/12197801 with OCE-USA Inc.

Donations

Out-of-State Travel

Agreement with Freeway Business Park Investors, LLC

Surplus Property

Information

Separations

effective January 19, 2006, for personal reasons, and Ms. Jacqueline Harris, Student Financial Services Support Specialist, effective March 1, 2006, for personal reasons.

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

Monthly Financial Report

BOARD COMMITTEE REPORTS

Academic Affairs and Student Services

Academic Affairs

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)

Proposed Curricular Changes

Nursing

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the affiliation agreement, from February 1, 2006, with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Affiliation Agreement with Mountain View Child Care Inc. dba Totally Kids® Specialty Healthcare

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the amendment, from February 19, 2006 through February 18, 2007, with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Amendment to Agreement with Valley Health System, dba Moreno Valley Community Hospital, Hemet Valley Medical Center and Menifee Valley Medical Center

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, for a two (2) year term commencing March 1, 2006, at no cost to the District, and authorize the Vice Chancellor,

Agreement with Catholic Healthcare West

Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Performance Riverside

Mr. Medina, seconded by Ms. Slocum moved that the Board of Trustees approve the agreement, from February 22, 2006 through March 31, 2006, for an amount not to exceed \$3,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Jim Book

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the agreement, from January 27, 2006 through April 1, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Skagit Valley College

Moreno Valley Campus

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the grant agreement, from July 1, 2005 through July 1, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Foundation for California Community Colleges

Public Safety Education and Training

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the agreement, from January 1, 2006 through June 30, 2007, for an hourly rate plus work-related expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with County of Riverside

Norco Campus

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement, from February 22, 2006 through June 30, 2006, for an amount not to exceed

Agreement with Reille Consulting Group, Inc.

\$5,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Institutional Effectiveness

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement, from February 22, 2006 through February 22, 2007, for an amount not to exceed \$1,484.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with the National Student Clearinghouse

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from February 22, 2006 to June 30, 2006, for an amount not to exceed \$11,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Omni-Platform Software Corporation

Workforce Preparation

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement, from February 22, 2006 through June 30, 2006, for an amount not to exceed \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Deborah Patrice Brown

The Board received the information regarding the increased funding of \$37,729.00 for Gateway to College Early College High School, and the increased student enrollment and additional \$58,504.00 for ongoing program replication included in the amendment between the District and Portland Community College.

Agreements Concerning Gateway to College Early College High School

Grant and Contract Services

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

Agreement with Clarke and Associates

agreement, from February 22, 2006 through June 30, 2006 or the date of submission deadline, for an amount not to exceed \$10,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Ms. Slocum, moved by Mr. Medina, moved that the Board of Trustees adopt the facility planning model and approve the recommendations contained in the consultant report entitled “A Review of Facilities Planning and Construction Management.” Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve an equipment and furnishings budget for the Quadrangle Modernization project in an amount not to exceed \$2,430,000.00, and the use of Measure C funds in an amount not to exceed \$2,063,000.00. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement with Higginson + Cartozian Architects, Inc. to administer plans and specifications for DSA approval for the Lovekin Complex Shade Cover project; the agreement with Higginson + Cartozian Architects, Inc. for the design, preparation of drawings and specifications for the renovation of an existing modular to house office space at the Moreno Valley Campus; the agreement with Higginson + Cartozian Architects, Inc. for the design, preparation of drawings and specifications for the renovation of the Admissions Building Foyer; and 4) the agreement with TMAD, Taylor & Gaines for the preparation of construction documents and specifications

Planning and Development

A Review of Facilities
Planning and Construction
Management Including
Recommended Actions

Finance and Audit

Proposed Budget and
Measure C Allocation for
the Quadrangle Moderni-
zation Project – Equipment
and Furnishings

Facility Projects – Proposed
Agreements: Lovekin
Complex Shade Cover
Project (Higginson +
Cartozian Architects, Inc.);
Moreno Valley ECS
Secondary Effects Project
(Higginson + Cartozian
Architects, Inc.);
Admissions Building Foyer
Renovation Project
(Higginson + Cartozian
Architects, Inc.); and
District Remodel and
Alternation Project,
Cosmetology Building
Plumbing Upgrades
(TMAD, Taylor & Gaines)

for the replacement and upgrade of the existing waste and vent piping servicing the Cosmetology work station sinks; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve a revised project budget, in the amount of \$54,461.00, and the use of Measure C monies in the amount of \$19,075.00 to cover the additional cost required to replace the Ceramics Building roof. Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the reciprocal Facilities and Ground Leases and the Memorandum of Understanding Regarding Joint Contract Administration with the Alvord Unified School, subject to review and release by legal counsel. Motion carried. (5 ayes)

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement between Riverside Community College District and Geographics, in an amount not to exceed \$25,000.00, from February 22, 2006 through June 30, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

The Board received for information the minutes from the January 19, 2006 Academic Affairs and Student Services Committee, Personnel and Labor Relations Committee, and Finance and Audit Committee Meetings.

Mr. Wagner presented the report on behalf of the District and Norco Campus Academic Senates.

Dr. Richard Mahon presented the report on behalf of

Proposed Budget
Augmentation – Ceramics
Building Roof Replacement
(Scheduled Maintenance
Project)

Center for Primary
Education: Proposed
Reciprocal Facility and
Ground Leases and a
Memorandum of Under-
standing Regarding Joint
Contract Administration
with the Alvord Unified
School District

Agreement with
Geographics for Second
Phase of District Website
Design

Board of Trustees
Committee Meeting Minutes

ACADEMIC SENATE REPORTS

the Riverside City College Academic Senate.

Ms. Patricia Bufalino presented the report on behalf of the Moreno Valley Campus Academic Senate.

The Board adjourned the meeting at 8:12 p.m.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF MARCH 9, 2006

President Takano called the regular meeting of the Board of Trustees to order at 5:06 p.m., in Board Room AD122, Riverside City Campus

CALL TO ORDER

Trustees Present:

Ms. Mary Figueroa
Mr. Jose Medina
Mr. Mark Takano

Trustees Absent

Ms. Kathleen Daley
Ms. Mary Figueroa
Mr. Kim Tran, Student Trustee

Staff Present:

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

Guests Present:

Mr. James Manning, Attorney, Reid & Hellyer

Ms. Figueroa led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 5:10 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator James Manning, Attorney, Reid & Hellyer, regarding properties located at 3801 Market Street and 3892 University Avenue, Riverside

CLOSED SESSION

The Board reconvened to open session announcing no action was taken, and adjourned the meeting at 5:30 p.m.

RECONVENED/ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORT

Report No.: II-B

Date: March 21, 2006

Subject: Resolution in Recognition of Ameal Moore: His Service to the City,
Community and College – Resolution No. 21-05/06

Background: Ameal Moore served with distinction as a member of the Riverside City Council representing the 2nd Ward from 1994 to 2006. As an RCC alumnus, he went on to earn his bachelor's degree from CSU Fullerton while working full time with the United States Postal Service, thereby showing himself to be a lifelong learner and a role model for future community college students. Throughout his career in public service he continued to be a proponent and active supporter of Riverside Community College and a true advocate of its education mission.

Recommended Action: It is recommended that the Board of Trustees adopts Resolution No. 21-05/06 officially commending Mr. Ameal Moore for his unique contributions to the College, Riverside, and the community.

Salvatore G. Rotella
President

Prepared by: Jim Parsons,
Associate Vice Chancellor
Public Affairs and Institutional Advancement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 21-05/06

Recognition of Ameal Moore: His Service to the City, Community and College

WHEREAS, Ameal Moore served with distinction as a member of the Riverside City Council representing the 2nd Ward from 1994 to 2006; and,

WHEREAS, during his 12 years on the City Council, Mr. Moore was a driving force behind several successful urban development and improvement projects, particularly in the Eastside and the University Avenue corridor; and,

WHEREAS, within that urban redevelopment area, University Village stands as a testament to what effective private/public/local government partnerships can achieve; and,

WHEREAS, Mr. Moore served with equal distinction as a member of the City Planning Commission, former chair of the Transportation Committee, and former chair of the Riverside Transit Agency Board; and,

WHEREAS, his commitment to the community through his service as past president of the Riverside NAACP and member of the county-wide Community Action Commission had direct, positive, and lasting impacts on area residents; and,

WHEREAS, as an RCC alumnus, he went on to earn his bachelor's degree from CSU Fullerton while working full time with the United States Postal Service, thereby showing himself to be a lifelong learner and a role model for future community college students; and,

WHEREAS, throughout his career in public service he continued to be a proponent and active supporter of Riverside Community College and a true advocate of its education mission;

THEREFORE, be it resolved that the Riverside Community College District Board of Trustees officially commends Mr. Ameal Moore for his unique contributions to the College, Riverside, and the community.

Date: March 21, 2006

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: March 21, 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
(none)

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Mark Sellick	Political Science Instructor (RCC)	08/24/06	H-6

c. Long-Term, Temporary Faculty

<u>Academic Year 2006-07</u>		<u>Effective Date</u>	<u>Salary Placement</u>
<u>Name</u>	<u>Position</u>		
Bobbie Gray	Chemistry Instructor (RCC)	08/24/06	F-4

* Substitute Assignment, Spring Semester 2006

Octavio Chairez, as Mathematics Instructor, effective March 20, 2006, to substitute in the absence of John Pietro, Associate Professor of Mathematics, during the remainder of the spring semester 2006, with salary placement at Column C, Step 1 of the Faculty Salary Schedule.

d. Special Assignments

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

e. Overload Assignments

Spring Semester 2006

<u>Name</u>	<u>Subject</u>
Amezquita, Anna Marie	English
Byun, John	Music
Cordier, Gerald	Engineering
Curtis, Peter	Music

Report No.: IV-A-1-a

Date: March 21, 2006

Subject: Academic Personnel

1. Appointments – cont.

e. Overload Assignments – cont.

Spring Semester 2006

<u>Name</u>	<u>Subject</u>
Knecht, Jasminka	Music
Kobzeva-Herzog, Elena	Spanish
Lehr, Janet	Computer Applications Technician
Sarkis, Rosemarie	French
Tsai, I-Ching	Music
Wiggs, Micherri	Speech Communication
Wilcoxson, Don	Business Administration
Woods, Kristi	History

f. Part-Time Faculty, Hourly Assignments

Spring Semester 2006

<u>Name</u>	<u>Subject</u>
Amajoyi, Barbara	Nursing
Bates, Steven	Geology
Buchanan, Jamie	Psychology
Larson, Michelle	Administration of Justice

2. Title Changes

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

It is recommended the Board of Trustees approve the change in title for the academic positions listed below, effective March 22, 2006:

<u>Incumbent</u>	<u>From</u>	<u>To</u>
Brenda Davis	Provost (Norco)	President (Norco)
Richard Tworek	Provost (Moreno Valley)	President (Moreno Valley)

Report No.: IV-A-1-a

Date: March 21, 2006

Subject: Academic Personnel

3. Adjustment of Effective Date of Employment

At the board meeting of February 21, 2006, the Board of Trustees approved the adjustment of effective date of employment of Wolde-ab Isaac, Dean of Health Sciences Programs, from February 1, 2006 to March 1, 2006. Due to unforeseen circumstances, his effective date of employment needs to be adjusted again.

It is recommended the Board of Trustees approve the adjustment of effective date of employment for Wolde-ab Isaac, Dean of Health Sciences Programs, from March 1, 2006 to March 8, 2006.

4. Salary Reclassifications

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

It is recommended the Board of Trustees grant salary reclassification to the following faculty members effective April 1, 2006:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Nikki Bonzoumet	E	F
Peter Curtis	G	H
Jason Spangler	G	H

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: March 21, 2006

Subject: Classified Personnel

1. Appointments

In accordance with Board Policy 1040, the Chancellor recommends approval/ratification for the following appointments:

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Kathy Chennault	Campaign Manager	04/03/06	15.0	Appointment
Patricia Kohlmeier	Assistant Director, RCC Foundation	04/17/06	15.0	Appointment*

b. Management – Categorically Funded
(None)*

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Ana Arriaza	Student Services Technician (Part-time, 47.5%)	03/22/06	16-1	Appointment
Paul Giordano	Custodian (Moreno Valley Campus)	03/22/06	13-5	Transfer
Jana Gray	Student Financial Services Analyst	03/22/06	20-5	Promotion
Vasile Grecu	Maintenance Helper (Norco Campus)	03/22/06	18-1	Appointment
Judith Johansen	Piano Accompanist	03/22/06	23-1	Appointment

d. Classified/Confidential – Categorically Funded
(None)

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.

Subject: Classified Personnel

1. Appointments – Continue

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

h. Community Education Programs – 2006 Spring Semester
The following Professional Expert Presenters, indicated below, presented a Community Education program:

<u>Expert/Presenter</u>	<u>Program (Class)</u>	<u>Start Date</u>	<u>End Date</u>
Heather Davis	National Registry; EMT; CPR	01/03/06	06/30/06
Edvige M. Tisdom	Volleyball Camp	01/03/06	06/30/06

i. Special Assignment
Payment to be approved for the following individual in the amount indicated for her participation in a special assignment:
Training Workshop on Veterans Rules, Polices, and Regulations (04/01/06 – 06/30/06)
Helena Largent – Total amount not to exceed \$1,085

2. Reclassification of Classified Management Position

It is recommended the Board of Trustees approve the reclassification of the following classified management position, effective March 22, 2006:

<u>Incumbent</u>	<u>Current Title and Salary</u>	<u>Proposed New Title and Salary</u>
Dale Barajas Maintenance	Maintenance Site Manager (Moreno Valley Campus) Range: 12.4 (Management)	Director, Plant/Operations and (Moreno Valley Campus) Range: No change in current salary

3. Reclassification of Classified Bargaining Unit Position

It is recommended the Board of Trustees approve the reclassification of the following classified bargaining unit position, effective March 22, 2006:

<u>Incumbent</u>	<u>Current Title and Salary</u>	<u>Proposed New Title and Salary</u>
Eleanor Johnson	Senior Officer, Safety and Police (Riverside City College) Range: 18-8 (Classified)	College Safety and Police Dispatch Coordinator (Riverside City College) Range: No change in current salary

Subject: Classified Personnel

4. Request to Adjust Return to Regular Workload for Categorically-Funded Employee

At its meeting of February 21, 2006, the Board of Trustees approved Susan Terberg's return to regular workload of 75%, retroactive to January 1, 2006,

It is recommended the Board of Trustees rescind Ms. Terberg's return to regular workload of 75% and remain at 100% until further notice, as requested by the area Dean.

5. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

It is recommended the Board of Trustees approve/ratify requests for leave under the California Family Rights Act and the Federal Family and Medical Leave Act, a maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, for the following classified/confidential employees:

<u>Name</u>	<u>Position</u>	<u>Retroactive to:</u>
Dorinda Chairez	Custodian	February 16, 2006
Yamileth Chavez	Human Resources Specialist II	February 16, 2006
Juan Dominguez	Senior Groundsperson	March 10, 2006
Linda Marrujo	Library/IMC Operations Coordinator	February 16, 2006
Lynnece Robles	Student Accounts Specialist	March 27, 2006

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

It is recommended the Board of Trustees approve an administrative leave with pay for Rebecca Eklund, Student Financial Services Analyst, and effective March 22, 2006 through September 30, 2006.

7. Adjust Classified Bargaining Unit Employee's Resignation Date

At its regular meeting of February 21, 2006, the Board of Trustees received for information the resignation of Jacqueline Harris, Student Financial Services Support. It is requested the Board of Trustees adjust the resignation date from March 1, 2006 to February 28, 2006.

Report No.: IV-A-1-b

Date: March 21, 2006

Subject: Classified Personnel

8. Separations

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Diane Doyle	Producer/Artistic Director	02/21/06	Personal
Rebecca Eklund	Student Financial Services Analyst	09/30/06	Retirement
Deana Hardwick	Student Services Technician	03/03/06	Career Advancement
Vicki Shaffer	Student Financial Services Support Specialist	03/24/06	Personal
Richard Storti	District Controller	03/24/06	Personal

Report No.: IV-A-1-b

Date: March 21 and 22, 2006

Subject: Classified Personnel

Submitted by:



Richard Ramirez
Interim Director, Diversity, Equity and
Compliance/Assistant to the Chancellor

Transmitted to the Board by:



Salvatore G. Rotella

Concurred by:



Virginia MacDonald
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:

Daniel Castro
President, Riverside City College



Ray Maghroori
Vice Chancellor, Academic Affairs

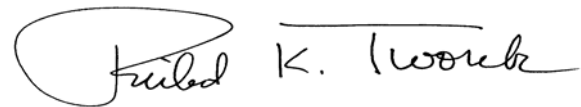


Brenda Davis
Provost, Norco Campus

James L. Buysse
Vice Chancellor, Administration and Finance



Linda Lacy
Vice Chancellor, Student Services/Operations



Richard Tworek
Provost, Moreno Valley Campus

Math/English Module for 4faculty.org Website (Spring 2006)

Prepare a module on math/English for the 4faculty.org website concerning the relationship for future teachers between RCC university transferable courses in the subject and public school content standards. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Marc Sanchez – Paid as lump sum upon completion in the amount \$1,750

Christine Sandoval – Paid as lump sum upon completion in the amount \$1,750

Interactive Entertainment Program Development (Spring 2006)

Research, write and develop mathematics curriculum to support the needs and requirements of the interactive entertainment program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

Richard Ries – Paid as lump sum upon completion in the amount \$1,375.28

Curriculum and Program Design Development (Spring 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 \$2,500.50

Curriculum Development Cluster – Film Studies (Spring 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

Cynthia Morrill – Paid as lump sum upon completion in the amount \$2,000.40

Curriculum and Program Design Development – Introduction to Screenwriting II (Spring 2006)

Research and preparation of a new course and/or program; revision assistance with preparation of course outlines; preparation of pre/co-requisite and validations; research and preparation to two practicum “lab” courses for project based learning; and additional activities (meetings, conferences, etc.). Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

Susan St. Peters – Paid as lump sum upon completion in the amount \$1,000.20

Curriculum and Program Design Development–Business of the Arts Dance/Music (Spring 2006)

Research and preparation of a new course and/or program; revision assistance with preparation of course outlines; preparation of pre/co-requisite and validations; research and preparation to two practicum “lab” courses for project based learning; and additional activities (meetings, conferences, etc.). Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

Joanne Dierdorff – Paid as lump sum upon completion in the amount \$1,500.30

Juliana Leung – Paid as lump sum upon completion in the amount \$1,500.30

Curriculum and Program Design Development – Multimedia, Animation, Film, Photography and Interactive Entertainment (Spring 2006)

Research and preparation of a new course and/or program; revision assistance with preparation of course outlines; preparation of pre/co-requisite and validations; research and preparation to two practicum “lab” courses for project based learning in the area of graphic technology; and additional activities (meetings, conferences, etc.). Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

Terry Keiser – Paid as lump sum upon completion in the amount \$4,000.80

Riverside School of the Arts (Spring 2006)

CDC in Digital Audio and “Production Pipeline” course. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Charles Richard – Paid as lump sum upon completion in the amount \$2,100.42

CTA Related Duties (Winter 2006)

As per contract, 40 hours of duty during winter session for CTA president. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

Karin Skiba – Paid as lump sum upon completion in the amount \$2,000.40

CSEMS Academic Success Project (Spring 2006)

Recruit students, conduct meetings, verify student eligibility, prepare reqs for scholarship check, write reports. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

Sheila Pisa – Paid as lump sum upon completion in the amount \$2,000.40

CSEMS Academic Success Project (Spring 2006)

Verify student eligibility, counsel students in program, attend meetings. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

Joe Reynolds – Paid as lump sum upon completion in the amount \$1,000.20

Title V Cooperative Program Development (Spring 2006)

Work with faculty and administrators at the Moreno Valley, Norco and UCR campuses and contracted consultants to develop a Title V Cooperative Grant for Faculty Development and student success. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

Maureen Chavez – Paid as lump sum upon completion in the amount \$1,000

Curriculum Development – Digital Audio Technology – RSA (Spring 2006)

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 \$500.10

Conducting Symposium Guest Soloist (Spring 2006)

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

Rong-Huey Liu – Paid as lump sum upon completion in the amount \$150

Human Services Learning Community (Spring 2006)

Human Services Learning Community is designed to expose students to various academic and career opportunities that are available in the fields of counseling and social work. This specific learning community will focus on the improvement of basic communication skills which comprise the cornerstone of the helping professions. There will be select courses in English, guidance, history, human services, reading, sociology, and work experience. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule

James Banks – Paid as lump sum upon completion in the amount \$1,000

School of Education/Alvord Unified School District (Spring 2006)

Coordinate objectives between preschool curriculum and primary curriculum at the Innovative Teaching and Learning Center.

Cynthia Chavez – Paid as lump sum upon completion in the amount \$500

Denise Hays – Paid as lump sum upon completion in the amount \$500

Kierstin Hemborg – Paid as lump sum upon completion in the amount \$500

Juliana Ramos – Paid as lump sum upon completion in the amount \$500

Madeleine Tattoon – Paid as lump sum upon completion in the amount \$500

Carmen Tyrell – Paid as lump sum upon completion in the amount \$500

Vocal Jazz Festival Accompanist (Spring 2006)

Gerhard Guter – Paid as lump sum upon completion in the amount \$400

Vocal Jazz Festival Percussionist (Spring 2006)

Angela Tabor – Paid as lump sum upon completion in the amount \$600

Screening/Interviewing Committee (Winter 2006)

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

Dina Humble – Total amount to be paid not to exceed 1 hours

Kevin Mayse – Total amount to be paid not to exceed 1 hours

Deborah Tompsett-Makin – Total amount to be paid not to exceed 0.5 hours

I-Ching Tsai – Total amount to be paid not to exceed 1 hours

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Joseph Gonzales	Clerical, Substitute	02/01/06-02/21/06	14-1
Vidal Hernandez	Clerical, Substitute	01/18/06-06/30/06	14-1
Jimmy Martinez	Clerical, Substitute	02/13/06-06/30/06	14-1
Lillian Howard	Custodian, Substitute	12/01/06-06/30/06	13-1
Treva Minnifield	Custodian, Substitute	01/01/06-06/30/06	13-1
Vasile Grecu	Maintenance Helper, Sub.	03/01/06-03/20/06	18-1
Cheryl Hudson	Maintenance Mechanic, Sub.	02/21/06-06/30/06	20-5

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
George Award	Community Service Officer	02/01/06-06/30/06	14.00/hour
Murat Beysuengue	Community Service Officer	02/01/06-06/30/06	14.00/hour
Enrique Escarsega, Jr.	Community Service Officer	02/13/06-06/13/06	14.00/hour
Michael Paaluhi	Community Service Officer	02/01/06-06/30/06	14.00/hour
Morgan Hsu	Computer Technician	02/20/06-06/30/06	10.00/hour
Amy Hertz	Contract Trainer V	01/25/06-06/30/06	50.00/hour
Lillian Howard	Custodial Assistant	12/01/06-06/30/06	12.50/hour
Treva Minnifield	Custodial Assistant	01/01/06-06/30/06	12.50/hour
Heather Horn	Educational Assistant	01/03/06-06/30/06	6.75/hour
Marina Kochan	Educational Assistant	02/13/06-06/30/06	6.75/hour
Bethany Myers	Educational Assistant	01/01/06-06/30/06	6.75/hour
Jack Sellers	Educational Assistant	01/03/06-06/15/06	6.75/hour
Michael Vega	Educational Assistant	02/13/06-06/30/06	6.75/hour
Raymond Huskey	Evaluator, AOJ	01/30/06-06/30/06	10.00/hour
Dan Moody	Evaluator, AOJ	02/15/06-06/30/06	10.00/hour
Luz Reyes	Food Service Assistant	02/09/06-06/30/06	9.00/hour
Mark Monaghan	Grant Facilitator	01/09/06-06/30/06	40.00/hour
Aimee Rowe	Grant Project Technician	03/01/06-06/30/06	20.00/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Maria DeGrande	Instructional Aide I	02/01/06-06/30/06	6.75/hour
Sandra Lopez	Instructional Aide I	02/01/06-06/30/06	6.75/hour
Rebecca Marshall	Instructional Aide I	01/16/06-06/30/06	6.75/hour
Kimberly Weiss	Instructional Aide I	01/16/06-06/30/06	6.75/hour
Jesus Avalos	Instructional Aide II	02/13/06-06/30/06	7.25/hour
Daniel Lambros	Instructional Aide II	12/19/05-12/19/05	7.25/hour
Darlene Ramirez	Instructional Aide II	02/20/06-06/30/06	7.25/hour
Alan Mason	Instructional Aide III	12/01/06-06/30/06	8.75/hour
Karen Sawyer	Interpreter I	02/01/06-06/30/06	11.00/hour
John Cogswell	Interpreter III	02/10/06-06/30/06	18.00/hour
Terrie Kjos-Palmer	Interpreter III	02/07/06-06/30/06	18.00/hour
Athena Rees	Interpreter III	02/24/06-06/30/06	18.00/hour
Sabrina Torres	Interpreter III	02/13/06-06/30/06	18.00/hour
J. Baker	Lab Aide II	02/01/06-06/30/06	6.75/hour
Vanessa Acosta	Office Assistant I	02/01/06-06/30/06	9.00/hour
Virginia Duncker	Office Assistant I	02/13/06-06/30/06	9.00/hour
Amanda Fichtner	Office Assistant I	01/25/06-06/30/06	9.00/hour
Maria Hernandez	Office Assistant I	02/21/06-06/30/06	9.00/hour
Nadia Mahar	Office Assistant I	02/27/06-06/30/06	9.00/hour
Roberto Martinez	Office Assistant I	02/13/06-06/30/06	9.00/hour
William Murphy	Office Assistant I	03/01/06-06/30/06	9.00/hour
Carlissa Naulls	Office Assistant I	01/30/06-06/30/06	9.00/hour
Elizabeth Ochoa	Office Assistant I	01/15/06-06/30/06	9.00/hour
Aaron Petroff	Office Assistant I	01/25/06-06/30/06	9.00/hour
Marie Pimentel	Office Assistant I	03/01/06-06/30/06	9.00/hour
Silvia Sanchez	Office Assistant I	02/06/06-06/30/06	9.00/hour
Michelle Wright	Office Assistant I	01/09/06-06/30/06	9.00/hour
Aron Villanueva	Office Assistant II	12/20/05-01/31/06	10.50/hour
Jenelle Herman	Office Assistant III	02/13/06-06/30/06	12.50/hour
Kristina Six	Office Assistant III	02/13/06-06/30/06	12.50/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Dawn Martin	Office Assistant IV	01/30/06-06/30/06	14.00/hour
Claudia Medina	Office Assistant IV	02/22/06-06/30/06	14.00/hour
Ruth Ann Milam	Office Assistant IV	11/21/05-06/30/06	14.00/hour
Zunair Haquani	Operations Clerk	02/01/06-06/30/06	7.50/hour
Ashley Martinez	Operations Clerk	02/15/06-06/30/06	7.50/hour
Melissa Fassbinder	RN IV/ Nurse Practitioner	02/20/06-06/30/06	45.00/hour
Hunter Chamberlain	Stage Technician II	02/01/06-06/30/06	7.50/hour
Tzoler Oukayan	Student Activities Advisor	01/30/06-06/30/06	13.45/hour
Matthew Erickson	Tutor II	02/15/06-06/30/06	6.75/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Abderrahmane Morceli	Assistant Track Coach	01/15/06-06/30/06	\$3,172

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Benjamin, Jaclyn	Student Worker	Student Activities - RIV	15-Feb-06	19-4
Chua, Joshua	Student Worker	Tutorial Services - NOR	6-Feb-06	19-4
Galindo, Nataly	Student Worker	Info Systems & Techno - RIV	24-Feb-06	19-4
Greene, William	Student Worker	College Safety & Police - RIV	24-Feb-06	19-4
Lee, Chang Hyun	Student Worker	Tutorial Services - RIV	24-Feb-06	19-4
Munoz, Alejandro	Student Worker	College Safety & Police - NOR	7-Feb-06	19-4
Pollock Jr, Shawn	Student Worker	English Writing Center - RIV	15-Feb-06	19-4
Villafana, Marisa	Student Worker	Library - NOR	15-Feb-06	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Chung, Daniel	Student Worker	Admin Support Center - RIV	28-Feb-06	19-4
Garcia, Andrea	Student Worker	Serrano Elementary - AMR	24-Feb-06	19-4
Humphrey, Tremann	Student Worker	Student Activities - MOV	28-Feb-06	19-4
Reyes, David	Student Worker	UCR Museum of Photo - CS	16-Feb-06	19-4
Romero, Bernardina	Student Worker	Early Childhood Studies - AMR	7-Feb-06	19-4
Wiley, Justin	Student Worker	Athletics - RIV	28-Feb-06	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: March 21, 2006

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

Background: The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$3,292,327.54 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 69720-71467) totaling \$4,355,141.47 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,292,327.54 and District Warrant Claims totaling \$4,355,141.47.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/25/06 thru 2/28/06

PO#	Fund	Department	Vendor	Description	Amount
P0001006	12	Student Services-Trio Norco	MBNA/American Business Card	Conferences	1,484.20
P0001015	12	CITD	Astro (Asia) Network	Other Services-OCSC ETEC Ed Fair Booth Rental	1,750.00
P0001018	11	Purchasing	Broadcast Music, Inc.	Other-Music Licensing Fee	4,137.90
P0001019	11	Purchasing	ASCAP	Other-Music Licensing Fee	4,748.00
P0001020	11	Purchasing	Sesac, Inc.	Other-Music Licensing Fee	1,575.38
P0001031	12	Workforce Preparation	Sound Master Recording Engineer School	Other Services-Tuition Assistance for Daniel Yealu	4,000.00
P0001042	12	Student Financial Services	Vincent, Eugenia	Conferences	1,188.64
P0001043	12	Student Financial Services	Valenzuela, Luz M.	Conferences	1,028.93
P0001055	11	Performance Riverside	Dynasty Suites Hotel	Other Travel Expenses	3,500.00
P0001057	11	Physical and Life Sciences, Norco	Ever Dixie USA EMS Supply Co	Equipment Additional \$200-\$4999	2,096.36
P0001058	11	Information Services	Watts, Theka (Beth)	Conferences	1,067.80
P0001074	11	Information Services	Arrow Electronics Inc.	Computer Software Maint/License	4,179.00
P0001075	12	CITD	Six Channels	Advertising	5,395.00
P0001077	12	VTEA	Harris Infosource	Computer Software Maint/License	1,077.50
P0001079	12	VTEA	Sehi Computer Products, Inc.	Computer Software Maint/License	2,984.68
P0001080	11	Communications & Web Development	Gateway Companies, Inc.	Comp Equipment Replacement \$200-\$4999	2,726.08
P0001082	11	Library	CDW-G	Computer Software Maint/License	1,085.15
P0001083	11	Library	Ebsco Subscription Services	Periodicals/Magazines	1,327.00
P0001084	11	Communications & Web Development	Geographics	Other Services-Website Development	25,000.00
P0001085	11	Facilities	AMP Mechanical, Inc.	Remodel Projects	2,310.00
P0001087	11	Library	CDW-G	Computer Software Maint/License	1,085.15
P0001089	12	CITD	N2ractive Communications	Other Services-Website Navigation & Modification	8,500.00
P0001090	11	Public Affairs & Institutional Advancement	Clear Channel Broadcasting, Inc.	Advertising	4,085.00
P0001093	12	Dean of Education	NCCCC	Conferences	1,085.00
P0001096	11	Physical and Life Sciences	Pacific Tech	Computer Software Maint/License	2,155.00
P0001097	12	Counseling	Office Depot	Other Supplies	4,654.80
P0001101	11	Library	Dell Computers	Other Supplies	1,015.01
P0001102	11	Facilities	Tmad Taylor & Gaines, Inc.	Engineering	3,750.00
P0001103	12	VTEA	Kinser, Anita G.	Conferences	1,841.00
P0001104	11	Performing Arts	Japan Travel Bureau	Other Travel Expenses-Airfare, Amer. Coll. Theatre, Utah	3,320.00
P0001107	11	Performing Arts	Dina Humble	Other Travel Expenses- U of N Texas Jazz Festival	5,600.00
P0001108	11	Affirmative Action	Mendio Publishing Service	Advertising	2,500.00
P0001113	11	Admissions & Records	Finney, Nathaniel	Conferences	1,208.90
P0001116	11	Human Resources	Salazar, Gina	Conferences	2,081.03
P0001120	11	Facilities	Vista Paint	Grounds/Garden Supplies	1,535.44
P0001121	11	Learning Resource Center	Ambassador Books and Media	Instr Media Material	5,000.00
P0001129	12	Facilities	KCT Consultants, Inc.	Construction Contract-Paving Specifications & Plans	5,250.00
P0001131	11	Library	Ambassador Books and Media	Instr Media Material	3,729.52
P0001134	11	Facilities	Angela's Glass	Repair Parts	1,100.00
P0001139	11	Chancellor's Office	Hyatt Regency	Conferences	1,044.24
P0001146	12	Dean of Education	Alvord Unified School District	Other Services-FISPE Annual Directors Meeting	1,560.04
P0001148	11	Economics, Geography, Poli Sci	Schinke, Ward	Other Travel Expenses-Model UN, Cairo, Egypt	8,798.25
P0001150	11	Facilities	GLP Engineering, Inc.	Engineering	4,800.00
P0001151	11	Public Affairs & Institutional Advancement	Fast Signs	Advertising	1,697.06
P0001154	11	Assessment / Accountability	Dynamic Systems Inc.	Comp Equipment Additional \$5000 >	5,705.36
P0001158	11	Assessment / Accountability	National Student Clearinghouse	Periodicals/Magazines	1,484.00
P0001165	11	Effectiveness Services	Bajaj, Raj Pankaj	Conferences	2,030.57

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/25/06 thru 2/28/06

PO#	Fund	Department	Vendor	Description	Amount
P0001169	11	Facilities Norco	Johnson's Woodworkers	Fixtures & Fixed Equipment	1,312.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/25/06 thru 2/28/06

PO#	Fund	Department	Vendor	Description	Amount
P0001176	11	Academy	Fitness Repair Shop, Inc	Repairs - Parts	2,000.00
P0001179	12	CACT	Doolittle, Glenn	Other Services-Process Evaluation of Title IB Grant	2,350.00
P0001181	32	Food Services	Coffee Bean International	Food	6,107.84
P0001184	11	Information Services	Watts, Theka (Beth)	Conferences	1,595.00
P0001189	11	Academic Affairs	Pala Mesa Resort	Conferences	11,851.21
P0001190	12	Matriculation	CDW-G	Comp Equipment Additional \$200-\$4999	2,586.82
P0001193	11	Provost	American Express Co.	Conferences	3,437.23
P0001199	11	Athletics	Sehi Computer Products, Inc.	Comp Equipment Additional \$200-\$4999	1,471.64
P0001203	12	CACT	Sehi Computer Products, Inc.	Comp Equipment Replacement \$200-\$4999	1,489.17
P0001205	11	Facilities	Tri County Pump Company	Repairs - Parts	7,700.72
P0001208	41	Facilities	John R. Byerly, Inc.	Testing	80,000.00
P0001216	11	Chancellor's Office	Centro Linguistico Italiano	Other Services-Polical Science Course, Study Abroad, Italy	1,600.00
P0001219	12	Provost, Norco	Advanced Copy Systems	Equipment Additional \$5000 >	24,825.60
P0001222	12	Provost, Moreno Valley	Barnes & Noble	Other Supplies	3,000.00
P0001225	41	Facilities Norco	WWCOTT	Architect's Fees	10,000.00
P0001230	12	Provost	Gateway Companies, Inc.	Comp Equipment Additional \$200-\$4999	16,941.02
P0001235	41	Facilities	Liberty Landscaping, Inc.	Site Improvement	4,500.00
P0001239	12	Student Services, Upward Bound Norco	MBNA/American Business Card	Other Travel Expenses-Wash DC College & Culture Tour	6,492.15
P0001245	11	Public Affairs & Institutional Advancement	Clear Channel Broadcasting, Inc.	Advertising	10,135.00
P0001246	11	Public Affairs & Institutional Advancement	Synergistic Mailing Services	Advertising	3,995.00
P0001249	41	Facilities	Higginson+Cartozian Architects, Inc	Architect's Fees	14,400.00
P0001253	12	Chemistry	Midac Corporation	Equipment Additional \$200-\$4999	2,000.00
P0001255	41	Facilities	Shade Structures	Construction Contract	179,450.00
P0001256	41	Facilities	ASR Constructors, Inc.	Periphery Improvements of Parking Structure	2,055,000.00
P0001259	11	Student Services	Educational Options Center	Other Supplies	3,277.76
P0001261	11	Student Services	CDW-G	Comp Equipment Replacement \$200-\$4999	1,094.85
P0001267	11	Mathematics	Office Depot	Other Supplies	2,000.00
P0001275	12	Dean of Instruction, Moreno Valley	Advanced Electrical Contracting Inc.	Fixtures & Fixed Equipment	1,925.00
P0001276	61	Risk Management	Self-Insurance Plans	Claims Expense	5,374.48
P0001277	11	Open Campus	Intelecom Intelligent	Other Services-Ca Consortium CC TV Assessment Fee	22,717.15
P0001281	11	Open Campus	Appraisal Foundation	Other Supplies	1,845.38
P0001285	11	Public Affairs & Institutional Advancement	Fast Signs	Advertising	1,618.94
P0001287	12	Workforce Preparation	Robert Trongale	Rents and Leases	1,200.00
P0001288	12	Student Financial Services	Datatel, Inc.	Other Services-Onsite Training	11,422.53
P0001289	11	RCCD Foundation	CDW-G	Comp Equipment Additional \$200-\$4999	1,302.70
P0001290	11	RCCD Foundation	Gateway Companies, Inc.	Comp Equipment Additional \$200-\$4999	4,603.08
P0001291	12	Student Services, Upward Bound	MBNA/American Business Card	Other Travel Expenses-Bus Transportation	2,250.00
P0001292	12	Library	CDW-G	Comp Equipment Additional \$5000 >	19,826.00
P0001294	32	Food Services	State Board of Equalization	Sales Tax	1,280.00
P0001295	11	Academic Affairs	Synergistic Mailing Services	Other Services-Mailing Spring 06 Abbreviated Schedule	7,350.00
P0001300	12	Physical Education	Troxell Communications, Inc.	Equipment Additional \$200-\$4999	15,541.21
P0001301	11	Business, Engineering & Information Technologies	Sehi Computer Products, Inc.	Instructional Supplies	1,152.54
P0001302	11	Dean of Instruction	Sehi Computer Products, Inc.	Comp Equipment Additional \$200-\$4999	1,416.90
P0001304	11	Admissions & Records	Gateway Companies, Inc.	Other Supplies	1,616.19
P0001308	11	RCCD Foundation	RCC Foundation	Consultants-Major Gift Campaign	37,875.57
P0001309	11	Facilities	Fineline Interiors Inc.	Remodel Projects	1,425.00
P0001311	11	Facilities	Fresh Air Environmental Services	Remodel Projects	3,600.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/25/06 thru 2/28/06

PO#	Fund	Department	Vendor	Description	Amount
P0001314	12	Student Services, Upward Bound Norco	American Express Co.	Other Travel Expenses-Airfare to Washington DC	8,100.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/25/06 thru 2/28/06

PO#	Fund	Department	Vendor	Description	Amount
P0001316	11	Academy	Dummies Unlimited, Inc.	Equipment Additional \$200-\$4999	3,335.02
P0001317	11	Facilities Norco	LGP Engineering & Construction Inc.	Repairs - Parts	2,800.00
P0001318	12	Provost, Norco	Advanced Electrical Contracting Inc	Fixtures & Fixed Equipment	3,132.00
P0001319	12	Provost, Norco	Sk Telecon, Inc.	Fixtures & Fixed Equipment	1,800.00
P0001321	12	Facilities	Commercial Door Company, Inc.	Remodel Projects	3,545.00
P0001322	12	Facilities	Amp Mechanical, Inc.	Remodel Projects	2,610.00
P0001328	11	Facilities	LGP Engineering & Construction Inc.	Repairs - Parts	6,700.00
P0001334	11	Counseling	Kustom Imprints	Other Supplies	1,228.18
P0001336	11	Economics, Geography, Poli Sci	Haghighat, Dariush	Other Travel Expenses-Airfare to Egypt, Model UN Conf.	11,898.75
P0001337	11	Economics, Geography, Poli Sci	National College Conference Assoc.	Other Travel Expenses-Conference Fee	1,100.00
P0001338	11	Economics, Geography, Poli Sci	Marriott	Other Travel Expenses- Hotel for Model UN Conf., Egypt	1,912.00
P0001345	11	School of The Arts	Freeway Business Park Investors, LLC	Rents and Leases	8,000.00
P0001349	11	Assessment / Accountability	Dell Computers	Comp Equipment Additional \$200-\$4999	2,692.56
P0001350	11	Communications & Web Development	Roundpeg, Inc.	Conferences	1,195.00
P0001357	12	CACT	Rapid Granulator, Inc	Equipment Additional \$5000 >	6,293.27
P0001366	11	Academy	FedEx Kinko's	Copying and Printing	2,000.00
P0001375	12	Dean of Education	Hyatt Regency	Conferences	1,333.41
P0001377	12	Dean of Education	NCCCC	Conferences	1,045.00
P0001380	11	Communications & Web Development	Shared Insights Us, LLC	Conferences	1,595.00
P0001381	12	Student Services, Upward Bound Norco	Slaughter, Kheesa	Other Travel Expenses-Cash Advanced, DC College Tour	1,885.63
P0001382	12	Student Services, Upward Bound Norco	Allison, Angela	Other Travel Expenses-Cash Advanced, DC College Tour	1,750.00
P0001387	11	Administration & Finance	Paul McDonnell, Treasurer	Other Services/Expenses-Property Tax District Office	16,642.95
P0001389	11	Public Affairs & Institutional Advancement	CDW-G	Comp Equipment Additional \$200-\$4999	2,904.01
P0001391	41	Facilities	CDW-G	Fixtures & Fixed Equipment	1,674.23
P0001393	12	Workforce Preparation	Omnitrans	Transportation/Bus Passes	1,000.00
P0001409	12	Facilities	Advanced Electrical Contracting Inc.	Remodel Projects	2,162.00
P0001425	12	Disabled Student Services	CDW-G	Comp Equipment Additional \$200-\$4999	11,152.04
P0001427	11	Performing Arts	James and James Sound Recorders	Other Services-Recording of Wind Ensemble & Symphony	2,000.00
P0001428	11	Allied Health	Reliable Office Solutions	Other Supplies	1,000.00
P0001432	11	Business, Engineering & Information Technologies	3D Cadware	Computer Software Maint/License	3,555.75
P0001433	12	Disabled Student Services	Harcourt Assessment, Inc.	Tests	1,333.42
P0001436	12	CACT	Softshare, Inc.	Other Services-Online Bid Match Service	4,025.00
P0001439	11	Information Systems & Technology	Sehi Computer Products, Inc.	Reference Books	1,376.92
P0001440	12	Information Systems & Technology	Troxell Communications, Inc.	Equipment Additional \$200-\$4999	1,192.80
P0001441	12	Matriculation	Inland Empire Stages, Ltd.	Transportation Contracts	1,088.00
P0001445	11	Human Resources	Banerji Banerji, Nandini	Travel Exp Candidate	1,281.99
P0001447	11	Business, Engineering & Information Technologies	KBC Tools, Inc.	Instructional Supplies	1,156.81
P0001453	11	Performing Arts	Tennant, Scott	Professional Services	1,500.00
P0001454	11	Cosmetology	Reliable Office Solutions	Equipment Additional \$200-\$4999	4,734.54
P0001455	12	Associate VC, Instruction	Barnes & Noble	Instructional Supplies	12,000.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/25/06 thru 2/28/06

PO#	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and over					
P61020	11	Perform. Riverside - Off Broadway	Press Enterprise	Advertising	4,000.00
P61025	32	Food Service	American Paper & Plastics	Paper Products	6,000.00
P61028	32	Food Service	Joseph Webb Foods	Cleaning Supplies	20,000.00
P61030	32	Food Service	Pepsi-Cola	Paper Products	20,000.00
P61031	32	Food Service	Select Produce, Inc.	Food	2,000.00
P61032	32	Food Service	Sysco Corp.	Kitchen Expendables	40,000.00
P61047	11	Production Printing	Enovation Graphic Systems	Repairs - Parts	10,000.00
P61087	11	Logistical Services	Reliable Office Solutions	Repairs - Parts	1,000.00
P61103	11	Production Printing	Binder Products	Purchase/Cost Of Goods Sold	1,000.00
P61104	11	Production Printing	Unisource Worldwide, Inc.	Purchase/Cost Of Goods Sold	10,000.00
P61111	11	Production Printing	Inx International Ink Co.	Purchase/Cost Of Goods Sold	1,000.00
P61143	11	Facilities	Home Depot	Repair Parts	1,000.00
P61156	11	Facilities	Clark Security Products	Repair Parts	3,000.00
P61175	11	Comm. Educ. Classes	Reliable Office Solutions	Other Supplies	1,200.00
P61345	11	Grounds Maintenance and Repairs	Lawn Tech Equipment	Repairs - Parts	2,800.00
P61364	11	Customized Training	Training Dynamics	Contract Ed Instructional Supplies	1,100.00
P61365	11	Customized Training	Global Learning Partners, Inc.	Other Services-ETP Retraining	1,700.00
P61367	11	Customized Training	Dennis Boylin Associates	Other Services-Training, City of Riverside	11,000.00
P61381	11	Administrative Support Center	Federal Express	Postage	1,500.00
P61420	11	Performance Riverside	Synergistic Mailing Services	Postage	2,300.00
P61430	11	Admissions & Records	Reliable Office Solutions	Other Supplies	2,000.00
P61440	11	Commencement	Herff Jones	Commencement	2,500.00
P61564	11	Grounds Maintenance And Repairs	Ewing Irrigation Products	Grounds/Garden Supplies	1,500.00
P61574	11	Emergency Medical Services	Reliable Office Solutions	Other Supplies	1,500.00
P61626	11	Facilities	Home Depot	Repair Parts	1,708.00
P61634	11	District Legal Services	Burke, Williams and Sorensen LLP	Legal	10,000.00
P61656	11	Campus Security	12th Street Cleaners	Laundry And Cleaning	1,903.00
P61683	11	Biology, General	Reliable Office Solutions	Other Supplies	2,400.00
P61688	12	EOPS	Jack Nadel, Inc.	Other Supplies	1,802.04
P61741	11	Landis Auditorium	Muzak	Repairs - Parts	2,904.00
P61782	11	Intercollegiate Athletics	Enterprise Rent-A-Car	Transportation Contracts	2,000.00
P61827	12	Student Services - Upward Bound Trio	Barnes & Noble	Other Supplies	8,000.00
P61853	11	Dental Hygiene	Henry Schein Inc.	Instructional Supplies	10,000.00
P61880	11	Biology, General	Office Depot	Other Supplies	2,000.00
P61931	11	Music	Office Depot	Other Supplies	1,000.00
P62030	11	Open Campus-Comm. Educ. Classes	Foundation for California	Computer Software Maint/License	12,000.00
P62046	11	Anatomy and Physiology	Ward's Natural Science Estab	Equip Additional \$200-\$4999	1,700.00
P62151	11	Performance Riverside	NPI Production Services, Inc.	Other Services-Actor Equity	9,300.00
P62195	11	Public Affairs & Institutional Advancement	Nanc E & Company Graphic Design	Other Services-Design Convocation Booklets	2,000.00
P62201	11	Public Affairs & Institutional Advancement	Press Enterprise	Advertising	5,000.00
P62328	11	Fire Technology	Mallory Fire	Repairs - Parts	2,155.00
P62363	32	Food Service	Donut City	Food	1,200.00
P62534	11	Affirmative Action	Jobelephant.Com Inc.	Advertising	10,000.00
P62607	12	Dean of Education - Title V	Office Depot	Equip Additional \$200-\$4999	1,800.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/25/06 thru 2/28/06

PO#	Fund	Department	Vendor	Description	Amount
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Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
1/25/06 thru 2/28/06

PO#	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and over					
P62922	32	Food Service	Pro Clean, Inc.	Cleaning Supplies	1,000.00
P63065	11	IS Administration Systems	Corporate Express Imaging	Other Supplies	1,500.00
P63347	11	Comm. Educ. Classes	D & D's Dance Center	Rents and Leases	3,000.00
P64118	12	Computer and Information Science	Academic Superstore	Computer Software Maint/License	1,206.80
P64193	11	Allied Health	Office Depot	Other Supplies	1,000.00
P64460	12	CITD - Grant	Mission Inn	Other Services-Logistics Delegation Seminar	1,291.53
P64510	11	Student Services	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,657.20
P64553	11	Auxiliary Business Services	Perfect Form Business Services, Inc	Postage	4,100.00
P64617	11	Administrative Support Center	Kelly Paper Company	Copying and Printing	3,000.00
P64818	11	Performaning Arts(Choral,Band,Etc.)	Moffett, Robert	Instructional Supplies	5,782.50
P64908	12	Provost - Norco - Instructional Equipment	Troxell Communications, Inc.	Equip Additional \$200-\$4999	4,555.67
P64944	11	Performance Riverside	Book, James	Professional Services	3,000.00
Subtotal (Pages 1-3)					2,912,963.95
Subtotal (Page 4&5)					<u>268,065.74</u>
Purchase Orders \$1,000 and Over					3,181,029.69
Purchase Orders under \$1,000					<u>111,297.85</u>
Grand Total					<u><u>3,292,327.54</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: March 21, 2006

Subject: Annuities

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Ed Godwin
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 21, 2006

Subject: Budget Adjustments

Background: 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:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase replacement equipment.		
From: Chancellor's Office	Admin Contingency Acct	\$ 6,810
To: Chancellor's Office	Equipment Replacement	\$ 6,810
2. Transfer to purchase equipment.		
From: Academic Senate	Conferences	\$ 323
To: Academic Senate	Equipment	\$ 323
3. Transfer to purchase equipment.		
From: Public Affairs	Supplies	\$ 2,000
	Software	500
	Conferences	3,000
To: Public Affairs	Equipment	\$ 5,500
4. Transfer to provide for special projects for curriculum development and program design for the Riverside School of the Arts. (Fund 12, Resource 1190)		
From: School of the Arts	Other Services	\$ 30,000
To: School of the Arts	Academic Special Project	\$ 30,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to reallocate the Middle College High School budget. (Fund 12, Resource 1190)		
From: Middle College High School, MV	Instructional Supplies	\$ 25,500
	Supplies	2,571
	Other Services	8,077
	Academic Special Project	610
To: Middle College High School, MV	Classified Hourly	\$ 610
	Classified Special Projects	2,727
	Equipment	33,421
6. Transfer to reallocate the Foster and Kinship Care Education budget. (Fund 12, Resource 1190)		
From: Foster and Kinship Care Program	Classified FT Admin	\$ 4,000
To: Foster and Kinship Care Program	Postage	\$ 1,000
	Lecturers	650
	Mileage	1,000
	Other Services	1,350
7. Transfer to purchase equipment.		
From: Finance	Supplies	\$ 1,986
To: Finance	Equipment	\$ 1,986
8. Transfer to purchase equipment.		
From: Salary Savings	Classified FT	\$ 2,500
To: Public Affairs	Equipment	\$ 2,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to provide engineering for the Cosmetology Remodel project and architect services for the Admissions Building Foyer Renovation project.		
From: Facilities and Planning	Professional Services	\$ 6,750
To: Facilities and Planning	Engineering	\$ 3,750
	Architect's Fees	3,000
10. Transfer to purchase supplies and replacement equipment.		
From: Academic Affairs	Admin Contingency Acct	\$ 8,000
To: Academic Affairs	Supplies	\$ 2,000
	Equipment Replacement	6,000
11. Transfer to provide for an ECS special project to coordinate objectives between preschool and primary curricula at the Center for Primary Education. (Fund 12, Resource 1190)		
From: School of Education	Other Services	\$ 507
To: School of Education	Academic Special Project	\$ 507
12. Transfer to reallocate the Performance Riverside budget. (Fund 11, Resource 1090)		
From: Performance Riverside	Software	\$ 500
	Repair Parts	1,300
	Custodial Supplies	2,300
To: Performance Riverside	Postage	2,300
	Travel Expenses	600
	Scenic Rentals	1,200

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
13. Transfer to purchase replacement equipment.		
From: Information Services	Comp Software Maint/Lic	\$ 5,200
To: Information Services	Equipment Replacement	\$ 5,200
14. Transfer to reallocate the Center for International Trade Development budget. (Fund 12, Resource 1190)		
From: CITD	Other Services	\$ 1,440
To: CITD	Student Help – Non-Instr	\$ 1,440
15. Transfer to reallocate the Health Services budget. (Fund 12, Resource 1070)		
From: Health Services, Riverside	Academic FT Administrator	\$ 6,361
To: Health Services, Norco	Other Services	\$ 1,000
Health Services, Riverside	Professional Services	1,500
	Memberships	721
	Conferences	3,140
16. Transfer to reallocate the Extended Opportunity Programs and Services budget. (Fund 12, Resource 1190)		
From: EOPS	Supplies	\$ 14,066
	Academic PT Non-Instr	18,711
To: EOPS	Student Financial Grants	\$ 3,160
	Book Grants	9,906
	Student Help Non-Instr	700
	Other Services	10,692
	Equipment	8,319

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
17. Transfer to purchase supplies.		
From: Art	Repairs	\$ 690
To: Art	Supplies	\$ 690
18. Transfer to purchase instructional supplies.		
From: Performing Arts, Piano Theory	Other Services	\$ 200
To: Performing Arts, Piano Theory	Instructional Supplies	\$ 200
19. Transfer to purchase equipment.		
From: English, Speech and Comm	Supplies	\$ 87
To: English, Speech and Comm	Equipment	\$ 87
20. Transfer to purchase supplies and equipment and provide for copying and printing.		
From: Public Safety Ed and Training	Lecturers	\$ 255
	Other Services	5,000
To: Public Safety Ed and Training	Instructional Supplies	\$ 500
	Supplies	1,000
	Equipment	255
	Copying and Printing	3,500
21. Transfer to purchase equipment.		
From: Library, Riverside	Comp Software Maint/Lic	\$ 19,778
To: Library, Riverside	Equipment	\$ 19,778

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
22. Transfer to establish an indirect charge budget line that was omitted during the initial setup. (Fund 12, Resource 1190)		
From: Assoc. Degree Nursing Program	Instr Salaries, Reg FT	\$ 1,399
	Employee Benefits	150
	Copying and Printing	1,496
To: Assoc. Degree Nursing Program	Indirect Charges	\$ 3,045
23. Transfer to provide for door installation at the Norco campus. (Fund 12, Resource 1190)		
From: Matriculation, Riverside	Classified FT	\$ 1,925
To: Matriculation, Norco	Fixtures and Fixed Equip	\$ 1,925
24. Transfer to purchase repair parts.		
From: Facilities, Norco	Repairs	\$ 6,000
To: Facilities, Norco	Repair Parts	\$ 6,000
25. Transfer to purchase replacement equipment.		
From: Provost, Norco	Admin Contingency Acct	\$ 1,490
To: Provost, Norco	Equipment Replacement	\$ 1,490
26. Transfer to purchase supplies and to provide for additional hourly staffing.		
From: Arts, Humanities and World Lang	Other Services	\$ 2,400
To: Arts, Humanities and World Lang	Theatre Supplies	\$ 1,385
	Instructional Aides, Hourly	1,015

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 21, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
27. Transfer to purchase supplies. (Fund 41, Resource 4100)		
From: ECS, Norco	Equipment	\$ 2,500
To: ECS, Norco	Supplies	\$ 2,500
28. Transfer to purchase equipment and to provide an academic special project to develop a Title V Cooperative Grant for Faculty Development and Student Success.		
From: Provost, Moreno Valley	Admin Contingency Acct	\$ 1,343
To: Provost, Moreno Valley	Equipment Academic Special Project	\$ 343 1,000
29. Transfer to provide for a sign language interpreter.		
From: Dean of Instruction, Moreno Valley	Supplies	\$ 500
To: Dental Hygiene, Moreno Valley	Other Services	\$ 500
30. Transfer to reallocate the Talent Search TRIO budget. (Fund 12, Resource 1190)		
From: Talent Search TRIO, MV	Classified Hourly Other Services	\$ 600 300
To: Talent Search TRIO, MV	Supplies Tests	\$ 600 300
31. Transfer to purchase equipment.		
From: Student Services, Moreno Valley	Conferences	\$ 158
To: Student Services, Moreno Valley	Equipment	\$ 158

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 21, 2006

Subject: Budget Adjustments (continued)

Program

Account

Amount

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: March 21, 2006

Subject: Resolution to Amend Budget – Resolution No. 22-05/06
2005-2006 Health Services

Background: The Riverside Community College District has received additional funding from student fees for the 2005-2006 Health Services in the amount of \$210,000. The funds will be used to provide professional health services, psychological services, nursing and emergency services.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$210,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Renee Kimberling
District Director, Health Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 22-05/06

2005-2006 Health Services

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 210,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 21, 2006.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 22-05/06
 2005-2006 Health Services**

Year	County	District	Date	Fund
06	33	07	3/21/2006	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT	Object Code Description
12	000	1070	0	0000	0000	8876	210,000 00	REVENUE
								EXPENDITURES
12	AZD	1070	0	6440	0000	2117	18,349 00	Classified FT Supervisor
12	DZD	1070	0	6440	0000	2139	9,000 00	Classified Hourly As Needed
12	EZD	1070	0	6440	0000	2139	3,000 00	↓
12	FZD	1070	0	6440	0000	2139	3,000 00	↓
12	AZD	1070	0	6440	0000	3220	1,673 00	Employee Benefits
12	AZD	1070	0	6440	0000	3325	484 00	↓
12	AZD	1070	0	6440	0000	3320	1,138 00	↓
12	AZD	1070	0	6440	0000	3420	3,713 00	↓
12	AZD	1070	0	6440	0000	3520	150 00	↓
12	AZD	1070	0	6440	0000	3620	404 00	↓
12	DZD	1070	0	6440	0000	4540	9,809 00	Health Supplies
12	EZD	1070	0	6440	0000	4540	7,000 00	↓
12	FZD	1070	0	6440	0000	4540	7,000 00	↓
12	DZD	1070	0	6440	0000	4555	900 00	Printing/Copying
12	DZD	1070	0	6440	0000	4590	9,500 00	Supplies
12	EZD	1070	0	6440	0000	4590	1,030 00	↓
12	FZD	1070	0	6440	0000	4590	200 00	↓
12	DZD	1070	0	6440	0000	5110	1,950 00	Consultants
12	EZD	1070	0	6440	0000	5110	975 00	↓
12	FZD	1070	0	6440	0000	5110	975 00	↓
12	DZD	1070	0	6440	0000	5198	13,500 00	Professional Services
12	EZD	1070	0	6440	0000	5198	6,750 00	↓
12	FZD	1070	0	6440	0000	5198	6,750 00	↓
								TOTAL INCOME
								TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: March 21, 2006

Subject: Resolution to Amend Budget – Resolution No. 23-05/06
2005-2006 Tri-Tech Small Business Development Center (SBDC) Program
Income

Background: The Riverside Community College District anticipates generating income in the amount of \$15,000 from workshops, conferences, and training sessions presented by the 2005-2006 Tri-Tech Small Business Development Center (SBDC) Program. 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.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$15,000 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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 23-05/06

2005-2006 Tri-Tech SBDC Program Income

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 15,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 21, 2006.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: March 21, 2006

Subject: Resolution to Amend Budget – Resolution No. 25-05/06 La Sierra Property Sale to Griffin Homebuilding Group, LLC

Background: In October 2003, the District entered into a multi-year purchase option agreement with the Riverside County Education Foundation (RCEF) to purchase the remaining portion of the District's La Sierra property. RCEF subsequently assigned its interest in the purchase option agreement to Griffin Homebuilding Group, LLC (Griffin). In December 2005, the District entered into an agreement to exercise the purchase option for a lump sum payment of \$9,035,971. The proceeds from the sale are restricted for use on future capital outlay projects.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and contingency of \$9,035,971 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 25-05/06

La Sierra Property Sale to Griffin Homebuilding Group, LLC

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$9,035,971 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 March 21, 2006

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-c

Date: March 21, 2006

Subject: Contingency Budget Adjustments

Background: 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:

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1.	Transfer to provide for Moreno Valley ECS Secondary Effects project. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 19,000
To:	Facilities, Moreno Valley	MV ECS Secondary Effects	\$ 19,000
2.	Transfer to provide for Quad Modernization Equipment and Furnishings project. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 2,063,000
To:	Library Services, Riverside	Equipment and Furnishings	\$ 2,063,000
3.	Transfer to provide for purchase of real property located at 3892 University Avenue and 3801 Market Street, Riverside, California, 92501, pursuant to a purchase and sale agreement dated March 6, 2006. (Fund 41, Resource 4130)		
From:	La Sierra Capital	Contingency	\$ 4,188,640
To:	La Sierra Capital	Property Purchase	\$ 4,188,640

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-5-a

Date: March 21, 2006

Subject: Award of Bid HOAP II Robot

Background: District staff advertised the Notice Inviting Bids relative to a Humanoid Robot for the Riverside City Campus for two weeks and sent a Notice Inviting Bids to five specific vendors who specialized in Humanoid Robots. On February 28, 2006, one bid was received from JTSC in the amount of \$87,204.75. The total purchase will be from VTEA funds.

The intended purpose of the HOAP II Robot at Riverside Community College will enhance three curriculums, augment community outreach and research opportunities with other institutions. The courses that would benefit directly with this hardware would be the following:

CIS 5	Fundamentals of Programming Logic
CIS 17A	C++ Programming: Objects
CIS 17B	C++ Programming: Advanced Objects
CIS 17C	C++ Programming: Data Structures
CIS 18A	Java Programming: Objects
CIS 18B	Java Programming: Advanced Objects
CIS 18C	Java Programming: Data Structures
CIS 21A	Linux Operating System Administration
CIS 22A	Robotics: Introductory Programming
CIS 22B	Robotics: Intermediate Programming

The most direct impact will be with CIS 21A and CIS 22A/B. The Linux operating system is used with the HOAP which will allow execution of programming code on a real time system kernel. This provides augmentation of the curriculum to occur by expanding from the desktop environment to an independently controlled piece of hardware. Robotic programming courses will also be expanded by incorporating control theory, navigation techniques as well as imaging. A new class has been developed, CIS 22C which specifically addresses the unique aspects of programming techniques associated with a humanoid robot.

Recommended Action: It is recommended that the Board of Trustees award the bid to JTSC to purchase the HOAP II Robot in the amount of \$87,204.75, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-5-b

Date: March 21, 2006

Subject: Award of Bid – Paving Projects

Background: District staff advertised the Notice Inviting Bids relative to a numerous paving projects in the District and sent a Notice Inviting Bids to thirteen local vendors who specialized in asphalt paving. On March 3, 2006, four bids were received in response to said Invitation for bid.

The results were as follows:

<u>Contractor</u>	<u>Location</u>	<u>Total Bid</u>
S & S Grading and Paving	Norco	176,780
AMS Paving	Fontana	260,083
United Paving	La Mirada	182,537
Wheeler Paving	Riverside	159,469

Following review, District staff recommends awarding the bid to Wheeler Paving. References for the low bidder were checked and found to be satisfactory. Funding for these projects has been budgeted in Fund 12, Resource 1050.

Recommended Action: It is recommended that the Board of Trustees award the bid for the District Paving Projects to Wheeler Paving, in the amount of \$159,469 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: March 21, 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:

Revisions:

- 1) At the meeting of January 24, 2006, the Board approved out-of-state travel for 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. The funding sources have changed to \$155.00 from Vocational Technical Education Act grant funds, \$200.00 from the general fund, and \$500.00 from faculty staff development funds.
- 2) At the meeting of December 13, 2005, the Board approved out-of-state travel for Ms. Donna Lesser, 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: \$1,777.00. Funding source: the general fund. The funding source has changed to \$1,777.00 from Vocational Technical Education Act grant funds.

Retroactive:

- 1) Ms. Deb Ferguson, production graphics designer, production printing, to travel to Miami, Florida, March 21-25, 2006, to attend the 2006 Photoshop World Convention and Expo. Estimated cost: \$2,454.38. Funding source: Vocational Technical Education Act 1-C funds.
- 2) Mr. Edgar Gutierrez, instructor, history, to travel to San Juan, Puerto Rico, March 15-18, 2006, to attend the XXVI Latin America Studies Association meeting. Estimated cost: \$1,504.90. Funding sources: \$400.00 from the general fund, and \$1,104.90 from faculty staff development grant funds.
- 3) Mr. John Hopkins, associate professor, art, to travel to Portland, Oregon, March 6-11, 2006, to attend the National Council on Education for the Ceramic Arts Conference. Estimated cost: \$1,195.00. Funding sources: \$200.00 from the general fund, and \$995.00 to be paid by the employee.
- 4) Mr. Stephen Horn, associate professor, art, to travel to Portland, Oregon, March 6-11, 2006, to attend the National Council on Education for the Ceramic Arts Conference. Estimated cost: \$1,195.00. Funding sources: \$600.00 from the general fund and \$595.00 to be paid by the employee.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: March 21, 2006

Subject: Out-of-State Travel (continued)

Current:

- 1) Ms. Margaret Amodeo, counselor, teacher preparation, to travel to Philadelphia, Pennsylvania, March 22-25, 2006, to attend the 17th Annual National Service Learning Conference. Estimated cost: \$2,175.00. Funding source: Copernicus grant funds.
- 2) Dr. Kahlil Andacheh, instructor, sociology, to travel to Seattle, Washington, April 19-23, 2006, accompanying three students attending the Phi Theta Kappa International Conference. Estimated cost: \$5,719.00. Funding sources: \$4,000.00 from ASRCC general funds, and \$1,719.00 to be paid by the faculty advisor and students.
- 3) Mr. Greg Aycock, outcomes assessment specialist, Title V, Norco Campus, to travel to Chicago, Illinois, May 13-19, 2006, to attend the Association For Institutional Research 2006 Forum. Estimated cost: \$3,189.50. Funding source: Title V grant funds.
- 4) Ms. Sandy Baker, dean/director, nursing education, to travel to New York City, New York, September 26-October 1, 2006, to attend the National League for Nursing Educational Summit 2006. Estimated cost: \$2,665.80. Funding source: the general fund.
- 5) Dr. Thatcher Carter, instructor, English, to travel to Ontario, Canada, April 6-9, 2006, to attend the International Narrative Conference as a presenter. Estimated cost: \$1,507.86. Funding sources: \$400.00 from the general fund, \$500.00 from faculty staff development funds, and \$607.86 to be paid by the employee.
- 6) Mr. Steve Gilson, associate vice chancellor, information services, to travel to Orlando, Florida, March 30-April 2, 2006, to attend Surgard Executive Summit. Estimated cost: \$850.00. Funding source: the general fund.
- 7) Mr. Alex Gregg, adjunct/fire technology, public safety education and training, to travel to Emmitsburg, Maryland, June 1-7, 2006, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$728.00. Funding source: the Vocational Technical Education Act 1-C grant funds.
- 8) Ms. Ola Jackson, associate dean, teacher preparation, to travel to Philadelphia, Pennsylvania, March 22-25, 2006, to attend the 17th Annual National Service Learning Conference. Estimated cost: \$2,175.00. Funding source: the Teaching, Reading, and Math Development Partnership grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: March 21, 2006

Subject: Out-of-State Travel (continued)

- 9) Ms. Laneshia Judon, associate professor, business administration, to travel to Tampa, Florida, April 11-15, 2006, to attend the National Business Educators Conference. Estimated cost: \$1,585.00. Funding source: the Vocational Technical Education 1-C grant funds.
- 10) Mr. Phillip Kelleher, director, fire technology/fire academy program, to travel to Emmitsburg, Maryland, June 1-7, 2006, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$2,282.10. Funding source: Vocational Technical Education Act 1-C grant funds.
- 11) Ms. Donna Lesser, instructor, dental hygiene, to travel to San Antonio, Texas, May 18-19, 2006, to attend The Nature of Student Centered Learning. Estimated cost: \$1,176.00. Funding source: the general fund.
- 12) Mr. Gary Locke, associate professor/music, and Mrs. Sheila Locke, music specialist, performing arts, to travel to New York City, New York, November 19-26, 2006, to attend the 80th Macy's Thanksgiving Day Parade. There is no cost to the District.
- 13) Dr. Ray Maghroori, vice chancellor, academic affairs, to travel to New York City, New York, April 1-6, 2006, to attend the National Center for the Study of Collective Bargaining in Higher Education and the Professions and the Culinary Academy of New York. Estimated cost: \$2,580.00. Funding source: the general fund.
- 14) Dr. Bonnie Pavlis, associate professor, humanities, Norco Campus, to travel to Austin, Texas, May 28-31, 2006, to attend the National Institute for Staff and Organizational Development Conference on Teaching and Leadership Excellence. Estimated cost: \$1,300.00. Funding source: the Fund for the Improvement of Education – Educational Development grant funds.
- 15) Ms. Sheila Pisa, associate professor, math, to travel to New York City, New York, April 2-4, 2006, to attend the National Center for the Study of Collective Bargaining Conference. Estimated cost: \$1,450.00. Funding sources: \$200.00 from the general fund, and \$1,250.00 to be paid by the CTA.
- 16) Chancellor Salvatore Rotella to travel to New York City, New York, April 1-4, 2006, to attend the Annual Collective Bargaining Conference in Higher Education. Estimated cost: \$2,437.97. (The \$845.00 conference fee includes fee costs for Dr. Rotella, Ms. Skiba, and Ms. Pisa) Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: March 21, 2006

Subject: Out-of-State Travel

- 17) Ms. Karin Skiba, associate professor, art, to travel to New York City, New York, April 2-4, 2006, to attend the Academic Collective Bargaining Conference. Estimated cost: \$1,550.00. Funding sources: \$200.00 from the general fund, and \$1,350.00 to be paid by the CTA.
- 18) Ms. Deborah Slayton, procurement specialist, procurement assistance center, to travel to Honolulu, Hawaii, May 30-June 2, 2006, to attend the Department of Defense Hawaii Small Business Conference; the Department of Defense Western Regional Council for Small Business Education and Advocacy Board Meeting, and the General Membership Meeting. Estimated cost: \$1,332.25. Funding source: Procurement Assistance Center grant funds.
- 19) Ms. Kristi Woods, associate professor, history, to travel to Washington, D.C., April 19-22, 2006, to attend the 2006 Organization of American Historians Annual Meeting. Estimated cost: \$1,430.00. Funding sources: \$800.00 from the general fund, \$500.00 from faculty staff development funds, and \$130.00 to be paid by the employee.
- 20) Ms. Lisa Howard-York, assistant professor, nursing education, to travel to New York City, New York, September 26-October 1, 2006, to attend the National League for Nursing Educational Summit 2006. Estimated cost: \$2,633.30. Funding source: the general fund.

Salvatore G. Rotella
Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-a

Date: March 21, 2006

Subject: Surplus Property

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Rick Storti
District Controller

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR - 17 INCH	VX720	P005042215	014538
1	GATEWAY	MONITOR - 17 INCH	EV700	17014D716651	016537
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0KU	016161
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH05w	016367
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH190	016451
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010AHHOVC	016649
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CEHO6T	016652
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH474	016607
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH190	016609
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2CX	016611
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH18X	016613
1	DELL	MONITOR - 19 INCH	M991	MX049VYR4780109MG0CX	016617
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2CV	016620
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH47K	016624
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2N1	016627
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH18W	016629
1	DELL	MONITOR - 19 INCH	M991	MX049VYR4780109LHOH9	016622
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH47A	016686
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CEH1Z	016673
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH18T	016675
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0T4	016177
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010BGH0T5	016181
1	GATEWAY	MONITOR - 19 INCH	VX920	M11007351	018809
1	GATEWAY	COMPUTER - CPU PC	E3400	0024424315	019201
1	NEC	MONITOR	LCD1550V	2Y03844TA	019977
1	GATEWAY	COMPUTER - CPU PC	E3400	0024424311	019197
1	GATEWAY	COMPUTER - CPU PC	E3400	0024424314	019200
1	SHARP	COPIER	AR161	0050088Y	017366
1	GATEWAY	COMPUTER - CPU PC	E4200-600	0018926269	014585
1	GATEWAY	COMPUTER - CPU PC	E3200	0012626315	001251
1	GATEWAY	COMPUTER - CPU PC	E3200	0012626316	012505
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CEH078	016647
1	DELL	MONITOR - 19 INCH	M991	MX049VYR478010CDH2CZ	016657
1	GATEWAY	COMPUTER - CPU PC	VX900	G8D040	010838
1	GATEWAY	MONITOR - 17 INCH	VX720	P005040757	015153
1	GATEWAY	MONITOR	EV700A	17014D737359	-----
1	GATEWAY	MONITOR	EV700A	17014D669095	-----
1	GATEWAY	MONITOR	EV700B	NV17026D51240	-----
1	GATEWAY	MONITOR	EV700	17021B037800	-----
1	PANASONIC	MONITOR	S15	7428094	-----
1	TRUE	REFRIGERATOR	T-72G	7428094	005007
1	BEVERAGE-AI	REFRIGERATOR	VCF48-5	2303592	-----
1	TRUE	FREEZER	T-49F	968755	005006
1	AWYOTT	RANGE GRIDDLE TOP	690	358	020549
1	WELLS	DEEP FRYER	F85	0A2757	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-b

Date: March 21, 2006

Subject: Notice of Completion – Softball Electronic Scoreboard Project

Background: On June 21, 2005, the Board of Trustees awarded a contract to Tomark Sports for Softball Electronic Scoreboard Project in the amount of \$28,684.59. The Associate Vice Chancellor of Facilities reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Softball Electronic Scoreboard Project 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

Prepared by: Doretta Sowell
Purchasing Manager

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

Backup IV-A-9-b
March 21, 2006
Page 1 of 1

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:	Softball Electronic Scoreboard Project, Riverside City Campus
Date of completion:	March 21, 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:	Tomark Sports
Street address or legal description of site:	4800 Magnolia Avenue Riverside, CA 92506

Dated: March 21, 2006

Owner: Riverside Community College District
(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 March 21, 2006.

President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-B-1

Date: March 21, 2006

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2005 through January 31, 2006. 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.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: IV-B-1

Date: March 21, 2006

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended January 31, 2006.

Salvatore G. Rotella
Chancellor

Prepared by: Rick Storti
District Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 103,662,808	\$ 113,954,558	\$ 113,954,558	\$ 69,218,535
Intrafund Transfer from				
District Bookstore (Resource 1110)	510,000	450,000	450,000	225,000
Interfund Transfer from				
Self-Funded Equipment and				
Facility Projects (Resource 4150)	983,860	1,123,870	1,123,870	561,934
General Obligation Bond Funded				
Capital Outlay (Resource 4160)	1,555,074	0	0	0
Total Revenues	<u>\$ 106,711,742</u>	<u>\$ 115,528,428</u>	<u>\$ 115,528,428</u>	<u>\$ 70,005,469</u>
Expenditures				
Academic Salaries	\$ 48,089,863	\$ 54,502,666	\$ 54,451,180	\$ 28,564,260
Classified Salaries	20,330,195	24,702,912	24,631,022	12,601,884
Employee Benefits	17,958,103	20,527,817	20,528,040	9,780,533
Materials & Supplies	1,529,036	2,211,273	2,218,126	1,137,691
Services	9,404,781	12,269,080	12,289,046	5,433,899
Capital Outlay	1,331,282	3,897,996	6,094,330	4,699,734
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	641,731	665,157	665,157	332,578
Customized Solutions (Resource 1170)	173,470	173,470	173,470	86,734
EOPS (Resource 1190)	10,432	0	0	0
Federal Work Study (Resource 1190)	127,860	130,595	130,595	54,729
Matriculation (Resource 1190)	257,287	273,213	273,213	136,606
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	96,628
Interfund Transfer to:				
Resource 3300	320,000	220,000	220,000	165,000
Resource 6100	500,000	500,000	500,000	500,000
Total Expenditures	<u>\$ 101,494,418</u>	<u>\$ 120,931,010</u>	<u>\$ 123,031,010</u>	<u>\$ 64,253,849</u>
Revenues Over (Under) Expenditures	\$ 5,217,324	\$ (5,402,582)	\$ (7,502,582)	\$ 5,751,620
Beginning Fund Balance	<u>7,402,371</u>	<u>12,619,695</u>	<u>12,619,695</u>	<u>12,619,695</u>
Ending Fund Balance	<u>\$ 12,619,695</u>	<u>\$ 7,217,113</u>	<u>\$ 5,117,113</u>	<u>\$ 18,371,315</u>
Ending Cash Balance				<u>\$ 23,521,326</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,083,612	\$ 2,093,694	\$ 2,093,694	\$ 948,670
Expenditures				
Classified Salaries	\$ 1,126,627	\$ 1,338,256	\$ 1,326,216	\$ 646,662
Employee Benefits	353,729	402,891	402,891	176,635
Materials & Supplies	53,642	57,760	69,800	30,243
Services	249,709	287,271	287,271	166,198
Capital Outlay	131,393	346,634	346,634	42,647
Total Expenditures	\$ 1,915,100	\$ 2,432,812	\$ 2,432,812	\$ 1,062,385
Revenues Over (Under) Expenditures	\$ 168,512	\$ (339,118)	\$ (339,118)	\$ (113,715)
Beginning Fund Balance	784,079	952,591	952,591	952,591
Ending Fund Balance	\$ 952,591	\$ 613,473	\$ 613,473	\$ 838,876
Ending Cash Balance				\$ 860,352

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 578,034	\$ 650,816	\$ 650,816	\$ 411,803
Expenditures				
Academic Salaries	\$ 115,176	\$ 133,623	\$ 133,623	\$ 54,539
Classified Salaries	229,494	299,161	299,161	111,302
Employee Benefits	44,401	60,034	60,034	25,190
Materials & Supplies	21,929	45,900	45,900	10,751
Services	81,448	82,511	82,511	64,866
Capital Outlay	831	8,800	8,800	5,124
Total Expenditures	\$ 493,279	\$ 630,029	\$ 630,029	\$ 271,772
Revenues Over (Under) Expenditures	\$ 84,755	\$ 20,787	\$ 20,787	\$ 140,031
Beginning Fund Balance	333,088	417,843	417,843	417,843
Ending Fund Balance	\$ 417,843	\$ 438,630	\$ 438,630	\$ 557,874
Ending Cash Balance				\$ 558,497

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,002,094	\$ 1,059,424	\$ 1,059,424	\$ 684,896
Expenditures				
Academic Salaries	\$ 8,025	\$ 18,172	\$ 18,172	\$ 10,719
Classified Salaries	336,871	362,222	362,222	217,067
Employee Benefits	69,728	68,055	68,055	35,765
Materials & Supplies	18,428	17,400	17,400	6,923
Services	501,902	548,618	573,618	323,645
Capital Outlay	812	13,650	13,650	9,376
Total Expenditures	\$ 935,766	\$ 1,028,117	\$ 1,053,117	603,495
Revenues Over (Under) Expenditures	\$ 66,328	\$ 31,307	\$ 6,307	\$ 81,401
Beginning Fund Balance	15,549	81,877	81,877	81,877
Ending Fund Balance	\$ 81,877	\$ 113,184	\$ 88,184	\$ 163,278
Ending Cash Balance				\$ 164,649

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 685,697	\$ 710,675	\$ 710,675	\$ 467,321
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	96,628
Total Revenues	<u>\$ 878,954</u>	<u>\$ 903,932</u>	<u>\$ 903,932</u>	<u>\$ 563,949</u>
Expenditures				
Classified Salaries	\$ 241,983	\$ 270,710	\$ 267,449	\$ 148,202
Employee Benefits	67,876	82,532	85,793	41,866
Materials & Supplies	38,965	41,556	40,188	26,221
Services	528,638	507,134	507,134	372,849
Capital Outlay	0	0	1,368	1,408
Total Expenditures	<u>\$ 877,462</u>	<u>\$ 901,932</u>	<u>\$ 901,932</u>	<u>\$ 590,546</u>
Revenues Over (Under) Expenditures	\$ 1,492	\$ 2,000	2,000	\$ (26,598)
Beginning Fund Balance	<u>(532,660)</u>	<u>(531,168)</u>	<u>(531,168)</u>	<u>(531,168)</u>
Ending Fund Balance	<u>\$ (531,168)</u>	<u>\$ (529,168)</u>	<u>\$ (529,168)</u>	<u>\$ (557,766)</u>
Ending Cash Balance				<u>\$ (554,377)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 837,758	\$ 843,144	\$ 843,144	\$ 595,664
Expenditures				
Classified Salaries	\$ 4,541	\$ 0	\$ 0	\$ 0
Employee Benefits	521	0	0	0
Services	29,751	31,050	31,050	17,844
Interfund Transfer to				
Food Services (Resource 3200)	326,930	356,930	356,930	163,466
Intrafund Transfer to				
General Operating (Resource 1000)	510,000	450,000	450,000	225,000
Total Expenditures	\$ 871,743	\$ 837,980	\$ 837,980	\$ 406,310
Revenues Over (Under) Expenditures	\$ (33,985)	\$ 5,164	\$ 5,164	\$ 189,354
Beginning Fund Balance	121,618	87,633	87,633	87,633
Ending Fund Balance	\$ 87,633	\$ 92,797	\$ 92,797	\$ 276,987
Ending Cash Balance				\$ 276,987

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 223,606	\$ 890,902	\$ 890,902	\$ 100,953
Intrafund Transfer from General Operating (Resource 1000)	173,470	173,470	173,470	86,734
Total Revenue	<u>\$ 397,076</u>	<u>\$ 1,064,372</u>	<u>\$ 1,064,372</u>	<u>\$ 187,687</u>
Expenditures				
Academic Salaries	\$ 2,014	\$ 49,588	\$ 49,588	\$ 0
Classified Salaries	121,499	124,150	124,150	62,761
Employee Benefits	39,915	51,355	51,355	16,023
Materials & Supplies	8,163	61,267	61,267	5,065
Services	111,167	545,127	545,127	59,808
Capital Outlay	573	574	574	0
Total Expenditures	<u>\$ 283,331</u>	<u>\$ 832,061</u>	<u>\$ 832,061</u>	<u>\$ 143,656</u>
Revenues Over (Under) Expenditures	\$ 113,745	\$ 232,311	\$ 232,311	\$ 44,030
Beginning Fund Balance	<u>(27,044)</u>	<u>86,701</u>	<u>86,701</u>	<u>86,701</u>
Ending Fund Balance	<u>\$ 86,701</u>	<u>\$ 319,012</u>	<u>\$ 319,012</u>	<u>\$ 130,731</u>
Ending Cash Balance				<u>\$ 131,649</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 650,860	\$ 670,200	\$ 670,200	\$ 145,316
Expenditures				
Services	\$ 130,487	\$ 156,100	\$ 156,100	\$ 91,115
Total Expenditures	\$ 130,487	\$ 156,100	\$ 156,100	\$ 91,115
Revenues Over (Under) Expenditures	\$ 520,373	\$ 514,100	\$ 514,100	\$ 54,201
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	\$ 2,226,397
Ending Cash Balance				\$ 1,176,397

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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	\$ 18,785,550	\$ 6,170,552
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	332,578
For EOPS	10,432	0	0	0
For Federal Work Study	127,860	130,595	130,595	54,729
For Matriculation	257,287	273,213	273,213	136,606
For Gateway to College	40,229	0	0	0
For Instructional Equipment	586,892	663,574	663,574	663,574
Total Revenues	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 20,518,089</u>	<u>\$ 7,358,039</u>
Expenditures				
Academic Salaries	\$ 3,028,648	\$ 3,271,665	\$ 3,419,712	\$ 1,604,943
Classified Salaries	4,136,893	5,245,455	5,297,188	2,598,310
Employee Benefits	2,092,018	2,531,666	2,552,911	1,076,416
Materials & Supplies	1,292,608	1,348,670	1,591,188	302,123
Services	3,097,687	4,378,137	4,483,597	888,708
Capital Outlay	3,100,696	2,707,351	2,701,576	1,263,240
Scholarships	68,794	194,466	228,300	31,150
Student Grants (Financial, Book, Meal, Transportation)	236,304	211,926	243,617	111,094
Total Expenditures	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 20,518,089</u>	<u>\$ 7,875,985</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (517,946)
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (517,946)</u>
Ending Cash Balance				<u>\$ (1,422,040)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,292,842	\$ 1,260,600	\$ 1,260,600	\$ 653,320
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	326,930	356,930	356,930	163,466
Total Revenues	<u>\$ 1,619,772</u>	<u>\$ 1,617,530</u>	<u>\$ 1,617,530</u>	<u>\$ 816,786</u>
Expenditures				
Classified Salaries	\$ 557,682	\$ 651,093	\$ 651,093	\$ 327,508
Employee Benefits	188,406	256,996	256,996	108,647
Materials & Supplies	711,968	694,892	694,731	362,430
Services	103,126	91,245	91,245	54,857
Capital Outlay	15,175	0	161	161
Total Expenditures	<u>\$ 1,576,357</u>	<u>\$ 1,694,226</u>	<u>\$ 1,694,226</u>	<u>\$ 853,603</u>
Revenues Over (Under) Expenditures	\$ 43,415	\$ (76,696)	\$ (76,696)	\$ (36,817)
Beginning Fund Balance	252,534	295,949	295,949	295,949
Ending Fund Balance	<u>\$ 295,949</u>	<u>\$ 219,253</u>	<u>\$ 219,253</u>	<u>\$ 259,132</u>
Ending Cash Balance				<u>\$ 233,850</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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	\$ 589,761
Interfund Transfer from General Operating (Resource 1000)	<u>320,000</u>	<u>220,000</u>	<u>220,000</u>	<u>165,000</u>
Total Revenues	<u>\$ 1,089,518</u>	<u>\$ 1,224,906</u>	<u>\$ 1,224,906</u>	<u>\$ 754,761</u>
Expenditures				
Academic Salaries	\$ 642,370	\$ 758,229	\$ 758,229	\$ 416,260
Classified Salaries	150,789	138,501	138,501	85,040
Employee Benefits	166,198	183,453	183,453	92,737
Materials & Supplies	48,903	58,032	57,558	22,367
Services	48,413	53,030	53,030	26,424
Capital Outlay	<u>841</u>	<u>0</u>	<u>474</u>	<u>468</u>
Total Expenditures	<u>\$ 1,057,514</u>	<u>\$ 1,191,245</u>	<u>\$ 1,191,245</u>	<u>\$ 643,295</u>
Revenues Over (Under) Expenditures	\$ 32,004	\$ 33,661	\$ 33,661	\$ 111,465
Beginning Fund Balance	<u>(1,455)</u>	<u>30,549</u>	<u>30,549</u>	<u>30,549</u>
Ending Fund Balance	<u>\$ 30,549</u>	<u>\$ 64,210</u>	<u>\$ 64,210</u>	<u>\$ 142,014</u>
Ending Cash Balance				<u>\$ 159,715</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5,865,981	\$ 12,588,459	\$ 12,588,459	\$ 0
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	<u>322,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 6,187,981</u>	<u>\$ 12,588,459</u>	<u>\$ 12,588,459</u>	<u>\$ 0</u>
Expenditures				
Materials & Supplies	\$ 67,674	\$ 12,514	\$ 13,768	\$ 7,613
Services	4,573	1,600	6,531	682
Capital Outlay	<u>5,512,698</u>	<u>13,317,817</u>	<u>13,311,632</u>	<u>753,975</u>
Total Expenditures	<u>\$ 5,584,945</u>	<u>\$ 13,331,931</u>	<u>\$ 13,331,931</u>	<u>\$ 762,270</u>
Revenues Over (Under) Expenditures	\$ 603,036	\$ (743,472)	\$ (743,472)	\$ (762,270)
Beginning Fund Balance	<u>140,436</u>	<u>743,472</u>	<u>743,472</u>	<u>743,472</u>
Ending Fund Balance	<u>\$ 743,472</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (18,798)</u>
Ending Cash Balance				<u>\$ (1,492,208)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,081	\$ 1,200	\$ 1,200	\$ 1,760
Expenditures				
Services	\$ 2,450	\$ 0	\$ 0	\$ 0
Capital Outlay	324,482	47,911	47,911	860
Total Expenditures	\$ 326,932	\$ 47,911	\$ 47,911	\$ 860
Revenues Over (Under) Expenditures	\$ (317,851)	\$ (46,711)	\$ (46,711)	\$ 900
Beginning Fund Balance	364,562	46,711	46,711	46,711
Ending Fund Balance	\$ 46,711	\$ 0	\$ 0	\$ 47,611
Ending Cash Balance				\$ 47,610

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

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

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 11,558	\$ 200	\$ 200	\$ 5
Expenditures				
Capital Outlay	\$ 11,390	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 11,390	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 168	\$ 200	\$ 200	\$ 5
Beginning Fund Balance	317	485	485	485
Ending Fund Balance	<u>\$ 485</u>	<u>\$ 685</u>	<u>\$ 685</u>	<u>\$ 490</u>
Ending Cash Balance				<u>\$ 490</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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	\$ 63,145
Proceeds from the sale of the La Sierra Property	<u>0</u>	<u>0</u>	<u>0</u>	<u>9,035,971</u>
Total Revenues	<u>\$ 137,262</u>	<u>\$ 223,000</u>	<u>\$ 223,000</u>	<u>\$ 9,099,116</u>
Expenditures				
Services	\$ 109,572	\$ 18,893	\$ 18,893	\$ 9,632
Capital Outlay	<u>1,294,496</u>	<u>2,299,587</u>	<u>2,299,587</u>	<u>22,826</u>
Total Expenditures	<u>\$ 1,404,068</u>	<u>\$ 2,318,480</u>	<u>\$ 2,318,480</u>	<u>\$ 32,458</u>
Revenues Over (Under) Expenditures	\$ (1,266,806)	\$ (2,095,480)	\$ (2,095,480)	\$ 9,066,658
Beginning Fund Balance	<u>7,379,836</u>	<u>6,113,030</u>	<u>6,113,030</u>	<u>6,113,030</u>
Ending Fund Balance	<u>\$ 6,113,030</u>	<u>\$ 4,017,550</u>	<u>\$ 4,017,550</u>	<u>\$ 15,179,688</u>
Ending Cash Balance				<u>\$ 14,129,688</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 32,172	\$ 8,000	\$ 8,000	\$ 10,940
Expenditures				
Interfund Transfers to:				
General Operating (Resource 1000)	\$ 983,860	\$ 1,123,870	\$ 1,123,870	\$ 561,934
Grants & Categorical Programs (Resource 1190)	11,072	0	0	0
Total Expenditures	\$ 994,932	\$ 1,123,870	\$ 1,123,870	\$ 561,934
Revenues Over (Under) Expenditures	\$ (962,760)	\$ (1,115,870)	\$ (1,115,870)	\$ (550,994)
Beginning Fund Balance	2,078,630	1,115,870	1,115,870	1,115,870
Ending Fund Balance	<u>\$ 1,115,870</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 564,876</u>
Ending Cash Balance				<u>\$ 564,876</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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	\$ 517,803
Proceeds from General Obligation Bond Series A and B	<u>132,290,322</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$133,320,908</u>	<u>\$ 1,200,000</u>	<u>\$ 1,200,000</u>	<u>\$ 517,803</u>
Expenditures				
Materials & Supplies	\$ 83,190	\$ 50,000	\$ 50,000	\$ 13,131
Services	1,784,826	211,600	410,573	91,445
Capital Outlay	11,078,831	23,798,596	28,592,984	6,273,257
Debt Service	69,269,349	0	0	0
Intrafund Transfers to:				
State Construction (Resource 4100)	<u>322,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 82,538,196</u>	<u>\$ 24,060,196</u>	<u>\$ 29,053,557</u>	<u>\$ 6,377,833</u>
Revenues Over (Under) Expenditures	\$ 50,782,712	\$ (22,860,196)	\$ (27,853,557)	\$ (5,860,029)
Beginning Fund Balance	<u>0</u>	<u>50,782,712</u>	<u>50,782,712</u>	<u>50,782,712</u>
Ending Fund Balance	<u>\$ 50,782,712</u>	<u>\$ 27,922,516</u>	<u>\$ 22,929,155</u>	<u>\$ 44,922,683</u>
Ending Cash Balance				<u>\$ 44,926,763</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

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

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,950,696	\$ 4,190,007	\$ 4,190,007	\$ 2,763,529
Interfund transfer from				
General Operating (Resource 1000)	500,000	500,000	500,000	500,000
Intrafund transfer from				
Workers' Compensation (Resource 6110)	102,097	0	0	0
Total Revenue	<u>\$ 4,552,793</u>	<u>\$ 4,690,007</u>	<u>\$ 4,690,007</u>	<u>\$ 3,263,529</u>
Expenditures				
Classified Salaries	\$ 127,413	\$ 140,023	\$ 140,023	\$ 78,603
Employee Benefits	44,656	45,324	45,324	21,805
Materials & Supplies	3,224	3,900	3,900	2,462
Services	3,244,838	4,169,050	4,169,050	1,991,638
Capital Outlay	2,347	5,000	5,000	30,469
Total Expenditures	<u>\$ 3,422,478</u>	<u>\$ 4,363,297</u>	<u>\$ 4,363,297</u>	<u>\$ 2,124,978</u>
Revenues Over (Under) Expenditures	\$ 1,130,315	\$ 326,710	\$ 326,710	\$ 1,138,551
Beginning Fund Balance	(1,019,434)	110,881	110,881	110,881
Ending Fund Balance	<u>\$ 110,881</u>	<u>\$ 437,591</u>	<u>\$ 437,591</u>	<u>\$ 1,249,432</u>
Ending Cash Balance				<u>\$ 2,755,816</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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	Year to Date Activity
Revenues	\$ 892,076	\$ 1,057,882	\$ 1,057,882	\$ 605,372
Expenditures				
Classified Salaries	\$ 43,316	\$ 47,502	\$ 47,502	\$ 24,522
Employee Benefits	15,548	15,384	15,384	6,714
Materials & Supplies	205	500	620	622
Services	869,807	1,175,000	1,174,880	656,328
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)	102,097	0	0	0
Total Expenditures	\$ 1,030,973	\$ 1,238,386	\$ 1,238,386	\$ 688,187
Revenues Over (Under) Expenditures	\$ (138,897)	\$ (180,504)	\$ (180,504)	\$ (82,815)
Beginning Fund Balance	945,280	806,383	806,383	806,383
Ending Fund Balance	\$ 806,383	\$ 625,879	\$ 625,879	\$ 723,568
Ending Cash Balance				\$ 1,623,473

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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.

	<u>Associated Students of RCC</u>			
	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 644,906	\$ 625,000	\$ 625,000	\$ 341,344
Expenditures				
Materials & Supplies	\$ 507,393	\$ 625,000	\$ 625,000	\$ 333,383
Total Expenditures	\$ 507,393	\$ 625,000	\$ 625,000	\$ 333,383
Revenues Over (Under) Expenditures	\$ 137,513	\$ 0	\$ 0	\$ 7,961
Beginning Fund Balance	874,097	1,011,610	1,011,610	1,011,610
Ending Fund Balance	<u>\$ 1,011,610</u>	<u>\$ 1,011,610</u>	<u>\$ 1,011,610</u>	<u>\$ 1,019,571</u>
Ending Cash Balance				<u>\$ 1,928,744</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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.

	<u>Student Financial Aid</u>			
	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 7,439,651</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 6,808,305</u>
Total Expenditures	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 6,808,305</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 631,346
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 631,346</u>
Ending Cash Balance				<u>\$ 654,392</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED JANUARY 31, 2006**

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

RCCD Development Corporation

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 10
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (4)	\$ 0	\$ 0	\$ 10
Beginning Fund Balance	16,240	16,236	16,236	16,236
Ending Fund Balance	<u>\$ 16,236</u>	<u>\$ 16,236</u>	<u>\$ 16,236</u>	<u>\$ 16,246</u>
Ending Cash Balance				<u>\$ 16,246</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-a

Date: March 21, 2006

Subject: Agreements with Council of Community Clinics Service Corp. and Unilab

Background: Attached for the Board's review and consideration are two proposed agreements between Riverside Community College District and Council of Community Clinics Service Corp. (dba Council Connections) and Unilab, a part of Quest Diagnostics. Council Connections has offered a low cost structure of laboratory testing with Unilab. The agreements will allow RCCD to participate in lab testing services with Council Connections which handles the discounts and administrative duties and Unilab who provides the laboratory services through a contractor term sheet with Council Connections. Students will pay for the lab tests in advance at Auxiliary Business Services. The term of the agreement with Council of Community Clinics is March 23, 2006 through January 31, 2009. The contractor term sheet is an extended agreement between Council Connections and Unilab with a term of November 1, 2005 through October 31, 2006. Funding source: Prepayment of services by individual students.

Since 1995, the District has had arrangements with laboratories for discounted prices on physician/nurse practitioner ordered lab tests for students attending RCCD. This provides a significant savings for students, many who have allied health and nursing admission laboratory requirements. These agreements have been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor of Instruction, and Linda Lacy, Vice Chancellor, Student Services and Operations.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for March 23, 2006 through January 31, 2009, and invoice Riverside Community College District at the fees set forth in the agreement, and ratify the contractor term sheet, for November 1, 2005 through October 31, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign both agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Renee Kimberling
District Director, Health Services

COUNCIL CONNECTIONS GROUP PURCHASING PROGRAM

Agreement to Participate

THIS AGREEMENT TO PARTICIPATE (“Agreement”) is made and entered into this 23rd day of March, 2006, by and between Council of Community Clinics Service Corp. (dba Council Connections), a subsidiary of the Council of Community Clinics, and Riverside Community College District (RCCD) (“Purchaser”), with reference to the following recitals.

WHEREAS, the Board of Directors of Council Connections (“Board”) has established a group purchasing program (“Program”) for the benefit of nonprofit organizations (“Purchasers”) who meet criteria specified by the Board;

WHEREAS, Council Connections has entered into, or will enter into, agreements with certain suppliers (“Contractors”) for the provision of certain goods and services (“Products”) to Purchasers, the pertinent provisions of which are or will be summarized on the Contractor Term Sheets attached hereto and incorporated herein by this reference.

WHEREAS, Purchaser meets the criteria established by Council Connections for participation in the Program, and desires to participate in the Program.

NOW, THEREFORE, the parties agree as follows:

1. Products Included.

Pursuant to this Agreement, Purchaser shall be entitled to purchase the Products offered by Contractors on the terms and conditions set forth in Agreements between Contractors and Council Connections (“Product Agreements”), which shall be summarized in the Contractor Terms Sheets. During the term of this Agreement, Council Connections may, but shall not be obligated to, add new Products to the Program by executing additional Product Agreements, or may amend or extend existing Product Agreements. In such event, Council Connections shall send Purchaser a new or amended Contractor Term Sheet and Purchaser shall have thirty (30) days, or such other time as Council Connections may determine, to execute and return a copy of the new or amended Contractor Term Sheet. Such new or amended Contractor Term Sheet shall be attached hereto and shall become a part hereof.

2. Obligations of Council Connections.

a) Council Connections shall coordinate, supervise and oversee the Program, and shall perform or arrange for all necessary administrative and clerical functions required for

the operation of the Program, other than those functions to be performed by Contractors.

Notwithstanding the foregoing, Council Connections shall not be responsible for any act or omission by the Contractors or any agent or supplier of the Contractors, or for any non-performance by Council Connections due to circumstances beyond its reasonable control. Purchaser hereby releases Council Connections from any liability or responsibility arising from such acts, omissions or non-performance. As a condition of participation in the Program, Purchaser agrees that it shall look solely to Contractors, and not Council Connections, for performance of Contractors' obligations as specified on the Contractor Term Sheets and Product Agreements.

- b) Council Connections makes no representations or warranties, express or implied, written or oral, as the value, absence of defect, absence of infringement, or the absence of any defect or resulting obligation based on strict liability in tort, or any other representation or warranty whatsoever, express or implied, with respect to the Products provided by Contractors. Council Connections specifically and expressly disclaims all warranties, express or implied, written or oral, including but not limited to those of merchantability and fitness for a particular purpose regarding such Products. Purchaser acknowledges that Council Connections has made no such representations or warranties, written or oral, express or implied, about the Products or of their fitness for any purpose and in no event shall Council Connections be liable for any special, incidental or consequential damages in connection with the Products. Accordingly, Purchaser agrees that Council Connections and the directors, officers, shareholders and agents of each will not be liable to Purchaser for any liability, claim, loss, damage (consequential or otherwise) or expense of any kind caused, directly or indirectly, by (i) the inadequacy of the Products for any purpose, (ii) any deficiency or defect of the Products, (iii) any delay in providing the Products, (iv) failure to provide the Products, or (v) death or bodily injury which may be caused by the Products.

3. Obligations of Purchaser.

- a) Purchaser acknowledges that the discounts available through the Program are based on an anticipated volume of business being ordered by Purchasers from the Contractors. Consequently, to help assure such levels, Purchaser agrees to purchase at least eighty percent (80%) of the Products it procures through the Program. The foregoing shall not be construed to include Products which are billable by Contractors directly to Medicare, Medi-Cal or any other private third party reimbursement program, it being understood that Purchaser shall be under no obligation whatsoever to refer such business to Contractors.
- b) The benefits offered through the Program are available only to Purchasers. Purchaser warrants that it shall not act as a conduit for participation in the Program by any other

party, or account pursuant to this Agreement. Purchaser warrants that it owns (or leases) and operates any satellite site(s) listed on the last page hereof or in its Program application.

- c) Purchaser agrees to comply with all laws and regulations pertaining to Products and billing therefore, including but not limited to applicable provisions of the California Health and Safety Code and Business and Professions Code.
- d) Purchaser warrants that all information supplied to Council Connections in its application to participate in the Program is accurate and truthful, and that Council Connections shall be notified within ten (10) days of any changes in such information. Further, Purchaser agrees that all information provided to Council Connections regarding its participation in the Program during the term hereof shall be accurate and truthful in all respects.
- e) Except as otherwise required by law, Purchaser agrees that all contracts, price lists and other information and documentation pertaining to the Program are proprietary information of Council Connections and/or Contractors and shall not be divulged, reproduced or transmitted to any person or firm, except to authorized agents of Purchaser for purposes of facilitating Purchaser's participation in the Program.
- f) Purchaser agrees to perform and comply with the obligations to be performed and complied with by Purchaser as specified in the Contractor Term Sheets; and in the applicable Product Agreements, to the extent Purchaser has been advised in advance of such obligations in such Agreements in writing by Council Connections with reference to the specific provisions in the Agreements.
- g) In the event that Purchaser determines that any Contractor is failing to adequately perform the obligations specified in the applicable Contractor Term Sheet or Product Agreement, Purchaser shall immediately report such determination to such Contractor. Purchaser and the applicable Contractor shall use their best efforts to resolve the problem as expeditiously as possible. If requested by Purchaser or a Contractor, Council Connections may participate in such resolution; provided, however, that Council Connections shall not be responsible for assuring a satisfactory resolution.

4. Indemnification; Limitation of Liability.

- a) Purchaser shall indemnify, defend and hold harmless Council Connections and its respective officers, trustees, directors, affiliates, employees and agents from and against all claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) ("Claims"), arising directly or indirectly out of any act or omission of Purchaser or any failure of Purchaser to perform and observe fully all obligations and conditions to be performed or observed by that party pursuant to this Agreement. Without limiting the generality of the foregoing,

Purchaser shall indemnify, defend and hold Council Connections harmless with respect to any Claims arising directly or indirectly out of the use and operation of any Products or the provision of medical services by Purchaser. Notwithstanding any other provision of this agreement, Council Connections shall not be liable to purchaser for any lost profits, consequential, incidental, special or other similar damages arising out of or in connection with a breach of this agreement or any expenses, charges, costs or liabilities, whether foreseen or unforeseen, arising from or related to the act of terminating this agreement.

- b) Council Connections shall indemnify, defend and hold harmless Purchaser, its directors, officers, employees and agents from and against any and all claims, judgments, settlements, losses, damages and expenses of any kind including without limitation attorney's fees which may result from or arise out of the acts or omissions of Council Connections, its directors, officers, employees and agents in connection with the performance or discharge of its obligations under this Agreement.

5. Fees Paid by Contractors.

Purchaser acknowledges that, pursuant to the Product Agreements, Contractors shall pay Council Connections a GPO fee not to exceed six percent (6%) of net billings generated for Products provided to Purchaser in the Program which is billed directly to Purchaser. Such payments compensate Council Connections for its services that benefit Members.

6. Termination.

- a) This Agreement is effective upon the date of execution and shall have a term of one (1) year. Thereafter, this Agreement shall renew for successive terms of one (1) year each. Notwithstanding the foregoing, except as otherwise provided in any Contractor Term Sheet, Purchaser may terminate this Agreement with respect to any Contractor and its Product(s), effective upon the anniversary date of the applicable Contractor Term Sheet, by giving written notice to Council Connections not less than ninety (90) days prior to such anniversary date. In such event, this Agreement shall remain in full force and effect with respect to other Products and Contractor Term Sheets.
- b) Either party may terminate this Agreement upon thirty (30) days written notice, without cause, or may terminate this Agreement upon five (5) days written notice with cause. For purposes of this section, "cause" shall include failure to comply with any reasonable and authorized requirement imposed upon Purchaser by a Contractor as a condition of participation in the Program, including but not limited to those specified on the applicable Contractor Term Sheet; and failure to meet the criteria for participation in the Program, as determined from time to time in the sole discretion of the Board of Council Connections.
- c) Purchaser acknowledges that a breach of any provision in this Agreement constitutes grounds for termination of this Agreement and Purchaser's participation in the

Program, and may prevent Purchaser's participation in any similar or future group purchasing program sponsored by Council Connections.

7. Dispute Resolution.

If a dispute arises between the parties, the parties agree to engage in a good faith effort to resolve the dispute that is mutually agreeable. Any issues that cannot be resolved in the normal course of business interaction will be referred to a senior management representative from each of the parties that has the authority to resolve the dispute. In the event such senior management representatives cannot resolve the dispute, the dispute will be mediated by a mutually agreeable mediator to be chosen by the parties within 30 days after written notice by the party requesting mediation. The parties will share the cost of the mediator equally. Nothing in this section will prevent either party from resorting to judicial process if injunctive relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

8. Jeopardy; Severability.

Notwithstanding anything to the contrary in this Agreement, if any term, covenant, condition or provision of this Agreement should be deemed to violate any future statute, regulation or ordinance, or be otherwise deemed illegal (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet forthwith and attempt to renegotiate this Agreement to remove or negate the effect of the Jeopardy Event. If the parties are unable to renegotiate this Agreement as specified above, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement, except as hereafter provided. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in economic effect to the stricken provision as is legally possible. However, if either party reasonably and in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, then such party may, at its option, by giving written notice to the other, terminate this Agreement in accordance with the provisions of Section 6.0 of this Agreement.

9. Miscellaneous.

- a) This Agreement shall be construed and enforced, in all respects, according to the laws of the State of California.
- b) Except as otherwise expressly provided in this Agreement, this Agreement and the rights and obligations of Purchaser are not assignable without the prior written consent of Council Connections. This Agreement shall be binding upon, and shall

- inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.
- c) This Agreement embodied the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument in writing, signed by both parties.
 - d) No waiver of or failure by any party to enforce any of the provisions, terms, conditions or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition or obligation. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
 - e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - f) All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as set forth on the signature page hereto.
- Any party may change their address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.
- g) Each individual executing this Agreement on behalf of any entity which is a party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

COUNCIL CONNECTIONS

By: _____
Victoria M. Penland, CEO

Date: _____

PARTICIPATING PURCHASER

By: _____
Signature

Date: _____

James Buysse
Vice Chancellor, Administration & Finance

Riverside Community College
4800 Magnolia Avenue
Riverside, CA 92506

Renee Kimberling
Member Name
District Director, Health Services
Title
951-222-8150
Phone

Association Alliance

Group: _____

Date: _____

CC Use Only

Verified By: _____

Date: _____

Revised: 6/29/2004;2/7/2006 LJ

QUEST DIAGNOSTICS

CONTRACTOR TERM SHEET

(SUMMARY OF TERMS AND CONDITIONS OF AGREEMENT

BETWEEN COUNCIL CONNECTIONS AND QUEST DIAGNOSTICS, INC.)

Pursuant to the Agreement (“Unilab Agreement”) between Council Connections and Unilab Corporation, now a part of Quest Diagnostics, (“Contractor”), the following terms and conditions govern the relationship between Contractor and Purchasers, subject to amendment by agreement between Council Connections and Contractor. In such event, Council Connections shall send Purchaser a new or amended Contractor Term Sheet and Purchaser shall have thirty (30) days, or such other time as Council Connections may determine, to execute and return a copy of the new or amended Contractor Term Sheet.

1. Contractor shall provide the tests listed on its Program Fee Schedule at the prices listed thereon. The Program Fee Schedule will be provided to Purchaser upon Council Connections’ receipt of this signed Term Sheet. For tests not listed on the Program Fee Schedule, Contractor shall provide a seventy percent (70%) discount from its current published Fee Schedule.
2. The charges for laboratory tests specified in this Agreement shall include all laboratory supplies necessary for the preparation and/or submission of the tests, to the extent reasonably required in connection with normal testing volume performed by Contractor and consistent with industry practice and applicable state and federal law and no separate or additional charges shall apply. Such supplies provided shall include, but not be limited to: cytology fixative spray, cytology scrapers (as requested), culture tubes, glucola, needles, microscope slides (plain and frosted), pap slides, pap holders, needle holders, slide holders, specimen cups (sterile and unsterile), stool cups (specimen), vacutainer tubes, tissue formalin bottles, 24-hour urine storage containers, virus transfer, holding media, GC media, throat culture media, alcohol swabs, test tubes, tourniquets, sterile cotton applicators, serum separator tubes, and jembec plates. In addition, such charge shall cover Contractor’s pick-up, packaging etc., except to the extent that Purchaser requests and agrees to pay for an extraordinary or special service.
3. No charges will be incurred by Purchaser except as provided in this Agreement or as otherwise agreed upon in writing by the parties.
4. Contractor shall provide in-service training and instruction to Purchaser’s personnel, in such areas as the training of phlebotomists in proper specimen collection technique. Contractor shall further assure, and shall include in such training, the availability of a Client Service Coordinator for solving problems on an on-going basis, the availability of written educational material, and the availability of loaner staff at fair market value to cover emergencies, vacations, etc. for laboratory specimen collection services.

5. Contractor agrees that routine test results will normally be reported within twenty-four (24) hours.
6. Contractor agrees to maintain a list of panic values on tests deemed life-threatening, and furnish it to Purchasers. Results above or below these levels will be phoned as soon as possible. Purchaser shall be required to agree to provide Contractor with an updated list of persons and phone numbers for use in calling results after hours. In addition, Contractor will telephone any result, normal or abnormal, at the request of Purchaser, by the indication of "please call" on the request form.
7. Contractor will provide Pathologist telephone consultation Monday through Friday during normal business hours and will provide on-call services after regular business hours. In addition, all inquiries regarding cytology and histology are automatically directed to the Pathologist as required.
8. Contractor shall report laboratory results to Purchaser in a timely manner, in accordance with industry standards, by Contractor's courier. In the event reports cannot be delivered in a timely manner, Contractor shall provide a teleprinter without additional charge to Purchaser, as part of the service covered by Contractor's fees, for the purpose of transmitting test results. Purchaser shall be responsible for providing the telephone line for printer connection. Contractor shall be responsible for all printer costs, including maintenance and line transmission costs.
9. Contractor will provide STAT service to the extent feasible. Contractor shall assist Purchaser in obtaining STAT testing coverage when Contractor is unable to provide such service. STAT billing charges by other laboratories will be handled in one of the two following ways, based upon Purchaser's preference and subject to applicable law:
 - a) The STAT laboratory providing coverage may bill Contractor and Contractor shall pass on these charges to Purchaser its next invoice.
 - b) The laboratory providing STAT coverage may bill Purchaser directly and Purchaser shall be responsible for providing payment directly to the STAT laboratory.
10. Contractor shall provide daily pickup of laboratory specimens Monday through Friday, excluding holidays. Saturday pickup and lock box accommodations shall be provided upon request.
11. Contractor shall provide as part of its services included in the fees specified herein (i.e., at no additional charge), centrifuge equipment on loan to Purchaser, where feasible.
12. Purchaser shall pay Contractor for services rendered within thirty (30) days of the invoice date.

13. In the event any account is sixty (60) days in arrears, at the discretion of Contractor, Purchaser may be suspended from the Program until the past due balance which is sixty (60) days in arrears has been paid. In addition to the foregoing, Contractor may, in its discretion, place Purchaser on a cash basis, and require full payment or installments on past due balances. Further, Contractor may invoice Purchaser at its published list price in lieu of suspension. Contractor shall notify Council Connections, in writing, thirty (30) days prior to taking action against Purchaser.
14. Medicaid (Medi-Cal) and Medicare patients for which Contractor does not receive proof of eligibility, as well as additional information required on Medicare/Medi-Cal patients, will be billed to and paid by the Purchaser after a reasonable attempt has been made to receive such information. "Reasonable attempt" shall mean one (1) written notice to Purchaser. Purchaser has thirty (30) days in which to respond, after which Contractor may bill Purchaser. Contractor agrees to credit Purchaser and re-bill the appropriate payor if Purchaser provides adequate billing information to Contractor prior to the applicable payor's submission deadline.
15. Purchaser shall bill all patients in compliance with licensing laws set forth in Section 1204 of the Health and Safety Code, and Title 22 of the California Code of Regulations.
16. Contractor agrees to promptly resolve service issues experienced by Purchaser and ensure that the affected system has been evaluated and corrected. All Purchaser concerns with respect to services provided by Contractor are to be initially responded to within twenty-four (24) hours by Contractor. This requirement will include concerns about test quality and technical procedures including but not limited to, microbiology and cytology.
17. All tests furnished under this Contract shall meet or exceed the standards established by the State of California, Department of Health, Laboratory Field Services and its regulations, where applicable, and shall conform to the requirements of CLIA.
18. Contractor agrees to provide in-service training and instruction to Purchaser where necessary, in such areas as the training of phlebotomists in proper specimen collection technique. Contractor shall further assure, and shall include in such training, the availability of a Client Service Coordinator for solving problems on an on-going basis, the availability of written educational material, and the availability of loaner staff at fair market value to cover emergencies, vacations, etc., for laboratory specimen collection services.
19. This extended term of the Quest/Unilab Agreement is from November 1, 2005 until October 31, 2006.
20. This Contractor Term Sheet shall be subject to the additional terms and conditions specified in the Agreement to Participate. In the event of any inconsistency between this Contractor Term Sheet and the Agreement to Participate, the Agreement to Participate shall control and take precedence.

21. Purchaser acknowledges that the terms specified in this Contractor Term Sheet are the terms on which Contractor has agreed to perform services to participants in Service Corp's Group Purchasing Program. Council Connections shall not be liable for any failure of Contractor to perform or for any injury to Purchaser or Purchaser's patients or employees, and Purchaser agrees to indemnify and hold Council Connections harmless from and against any such failure or injury.
22. The undersigned hereby agrees to participate in the contract outlined above.

PARTICIPATING PURCHASER

By: _____

Signature

James Buysse
Vice Chancellor, Administration and Finance
Riverside Community College
4800 Magnolia Ave.
Riverside, CA 92506

Date: _____

951-222-8150
951-222-8815 fax
Contact: Renee Kimberling

CC Use Only	
Date:	Verified by:

ASSOCIATION ALLIANCE CC Use Only

<i>Group</i>

<i>Date</i>

Test Code	CPT code	Test Name	Client Fee
8932	83970	1-84 PTH (INTACT)	\$ 47.05
102	84155	A/G RATIO (INCL.TOTAL PROTEIN)	\$ 2.99
360	PANEL	ABO WITH RH TYPING	\$ 5.09
1426	82003	ACETAMINOPHEN (TYLENOL)	\$ 19.62
901	87206	ACID FAST STAIN, #1	\$ 2.52
2422	PANEL	ACID PHOSPHATASE,PROST. & PSA	\$ 13.40
833	84066	ACID PHOSPHATASE,PROSTATIC,RIA	\$ 7.53
165	87015	AFB CULTURE	\$ 7.60
492	82040	ALBUMIN,SERUM	\$ 1.00
903	82085	ALDOLASE,SERUM	\$ 6.73
1381	82088	ALDOSTERONE	\$ 37.33
301	84075	ALKALINE PHOSPHATASE,SERUM	\$ 2.67
605	82103	ALPHA-1-ANTITRYPSIN	\$ 12.14
1374	82105	ALPHA-FETOPROTEIN (NON-PREG)	\$ 11.43
1960	80150	AMIKACIN	\$ 19.12
972	82140	AMMONIA	\$ 11.21
108	82150	AMYLASE	\$ 2.38
611	86038	ANA	\$ 7.13
3472	PANEL	ANA,AMA,SMOOTH,PARIETAL AB	\$ 28.54
1841	87075	ANAEROBIC CULTURE	\$ 11.83
1443	82157	ANDROSTENEDIONE	\$ 28.43
1427	82164	ANGIOTENSIN 1 CONVERT. ENZYME	\$ 16.38
1476	88347	ANTI-CENTROMERE ANTIBODY	\$ 27.13
818	86225	ANTI-DNA TITER (DOUBLE STRAND)	\$ 12.52
1477	PANEL	ANTI-ENA	\$ 28.88
827	86255	ANTI-MITOCHONDRIAL ANTIBODY	\$ 7.13
983	86255	ANTI-PARIETAL ANTIBODY	\$ 7.13
838	86255	ANTI-SMOOTH MUSCLE ANTIBODY	\$ 7.13
109	86063	ANTI-STREPTOCOCCAL AB (ASO)	\$ 1.90
1738	82172	APOLIPOPROTEIN A-1	\$ 3.80
1996	82172	APOLIPOPROTEIN B	\$ 3.80
20731	80048	BASIC METABOLIC PANEL (BMP)	\$ 1.66
486	87081	BETA STREP CULTURE (ALL GRPS)	\$ 2.38
1786	87880	BETA STREP SCREEN	\$ 9.72
1743	82232	BETA-2-MICROGLOBULIN SERUM	\$ 16.58
1744	82232	BETA-2-MICROGLOBULIN,URINE	\$ 16.58
556	84703	BETA-HCG QUAL	\$ 5.15
822	84702	BETA-HCG QUANT (TOTAL)	\$ 9.03
125	82247	BILIRUBIN,TOTAL	\$ 1.82
126	PANEL	BILIRUBIN,TOTAL & DIRECT	\$ 3.62
1406	85002	BLEEDING TIME	\$ 2.00
132	84520	BUN	\$ 1.21
140	86140	C-REACTIVE PROTEIN,QUAL. (CRP)	\$ 5.70

1461	86140	C-REACTIVE PROTEIN,QUANT.(CRP)	\$ 5.70
8727	86304	CA 125	\$ 14.92
8751	86301	CA 19-9	\$ 14.92
913	82340	CALCIUM 24 HOUR URINE (QUANT)	\$ 4.90
768	82310	CALCIUM,FLUID	\$ 2.30
141	82310	CALCIUM,TOTAL	\$ 2.30
33071	8231090	CALCIUM,TOTAL	\$ 2.30
889	87046	CAMPYLOBACTER SCREEN	\$ 26.50
129	85025	CBC W/DIFF	\$ 1.43
387	82378	CEA, ABBOTT	\$ 19.79
179	89051	CELL COUNT AND DIFF,FLUID	\$ 2.91
149	82390	CERULOPLASMIN	\$ 10.22
62088	PANEL	CHEM 15,LIPIDS,CBC	\$ 8.17
62082	PANEL	CHEM 15,LIPIDS,CBC,UA,T7,TSH	\$ 20.05
62209	PANEL	CHEM 18,LIPIDS,CBC,TSH,UA	\$ 15.39
41142	87491	CHLAMYDIA BY AMPLIFIED DNA	\$ 11.40
1403	87110	CHLAMYDIA CULTURE	\$ 14.11
1473	87206	CHLAMYDIA DFA	\$ 2.52
9156	87491	CHLAMYDIA DNA LCR	\$ 11.40
388	87490	CHLAMYDIA,DNA PROBE	\$ 3.56
40281	PANEL	CHLAMYDIA/GC BY LCR	\$ 22.80
150	82435	CHLORIDE	\$ 3.09
760	82436	CHLORIDE 24 HR URINE	\$ 2.17
1376	82436	CHLORIDE,FLUID	\$ 2.17
151	82465	CHOLESTEROL	\$ 1.75
1366	87075	CLOSTRIDIUM DIFFICILE CULTURE	\$ 11.83
1707	87230	CLOSTRIDIUM DIFFICILE TOXIN	\$ 21.94
59000	PANEL	CMP PLUS,HDL	\$ 3.56
61959	PANEL	CMP W/CBC	\$ 9.41
61265	PANEL	CMP W/DIRECT BILIRUBIN	\$ 3.82
61555	PANEL	CMP W/HDL,T7	\$ 11.40
841	86644	CMV AB IGG	\$ 9.50
155	82374	CO2	\$ 2.17
933	86635	COCCIDIOIDES AB LATEX	\$ 8.15
934	86635	COCCIDIOIDES ANTIBODY,ID	\$ 8.15
932	PANEL	COCCIDIOIDES ANTIBODY,LA & ID	\$ 16.30
456	86156	COLD AGGLUTININS	\$ 4.41
2691	PANEL	COMP. EPSTEIN BARR VIRUS AB.	\$ 45.39
3551	80100	COMP.DRUG ANALYSIS-COMA PANEL	\$ 51.04
922	86160	COMPLEMENT C3	\$ 9.63
8008	86160	COMPLEMENT C4	\$ 9.63
8695	86162	COMPLEMENT TOTAL (CH50)	\$ 19.10
6272	PANEL	COMPREHENSIVE HEP B PROFILE	\$ 42.99
75682	80053	COMPREHENSIVE METABOLIC PANEL	\$ 1.90
157	86880	COOMBS DIRECT	\$ 3.17
6350	80061	CORONARY RISK-HDL,LDL,CHOL,TRG	\$ 4.75
785	82533	CORTISOL	\$ 14.88

33	82552	CPK ISOENZYMES	\$ 13.46
444	PANEL	CPK ISOENZYMES	\$ 17.20
161	82550	CPK,TOTAL	\$ 3.74
460	82575	CREATININE CLEARANCE	\$ 4.54
160	82565	CREATININE,SERUM	\$ 1.88
925	82570	CREATININE,URINE,QUANT.,24 HR.	\$ 2.96
1429	87449	CRYPTOCOCCAL ANTIGEN LA	\$ 10.95
501	89060	CRYSTALS FLUID	\$ 3.66
40927	PANEL	CT/NG BY AMPLIFIED DNA PROBE	\$ 22.80
908	87081	CULTURE GC CERVICAL	\$ 2.38
145	87081	CULTURE, CANDIDIASIS	\$ 2.38
170	87101	CULTURE, FUNGUS, #1	\$ 4.40
1356	PANEL	CYTOMEGALOVIRUS Ab PANEL,SERUM	\$ 23.75
1439	82626	DHEA SERUM	\$ 28.51
1340	82627	DHEA SULFATE	\$ 28.59
118	80162	DIGOXIN	\$ 9.50
223	80185	DILANTIN (PHENYTOIN)	\$ 8.08
1890	86663	EBV EARLY ANTIGEN AB	\$ 11.57
1831	86664	EBV NUCLEAR ANTIGEN AB	\$ 14.63
5009	80051	ELECTROLYTES	\$ 1.52
199	85048	EOSINOPHIL COUNT,ABSOLUTE	\$ 1.43
890	86665	EPSTEIN BARR VIRUS AB IGG	\$ 9.60
1383	86665	EPSTEIN BARR VIRUS Ab.,IgM	\$ 9.60
5607	PANEL	EPSTEIN BARR VIRUS IGG,IGM	\$ 19.19
834	82670	ESTROGENS(ESTRADIOL)	\$ 14.25
832	82728	FERRITIN	\$ 2.85
214	85384	FIBRINOGEN	\$ 5.65
512	82746	FOLIC ACID,SERUM	\$ 5.73
1401	PANEL	FREE AND TOTAL PSA	\$ 15.36
1357	84439	FREE T4	\$ 6.41
68003	84439	FREE T4	\$ 6.41
2904	PANEL	FSH,LH	\$ 17.10
3958	PANEL	FSH,LH,ESTRADIOL	\$ 31.35
2149	PANEL	FSH,LH,PROGESTERONE	\$ 31.85
650	83001	FSH,SERUM	\$ 8.55
139	86781	FTA-ABS	\$ 6.18
166	87205	FUNGUS KOH PREP, #1	\$ 2.05
1270	82941	GASTRIN	\$ 17.38
41141	87591	GC BY AMPLIFIED DNA PROBE	\$ 11.40
909	87081	GC CULTURE #1	\$ 2.38
1958	80170	GENTAMICIN	\$ 18.62
209	82977	GGTP	\$ 2.58
753	82947	GLUCOSE 24 HR URINE (QUANT)	\$ 1.19
938	82955	GLUCOSE 6-PHOS-DEHYDROGENASE	\$ 8.54
589	82951	GLUCOSE TOLERANCE, 1 HOUR	\$ 4.08
590	82951	GLUCOSE TOLERANCE, 2 HOUR	\$ 5.07
231	PANEL	GLUCOSE TOLERANCE, 3 HOUR	\$ 5.07

249	82947	GLUCOSE URINE(QUAL)	\$ 1.19
535	82947	GLUCOSE,FASTING	\$ 1.19
183	82980	GLUTETHIMIDE (DORIDEN)	\$ 17.54
770	83036	GLYCOHEMOGLOBIN (HGB A1C)	\$ 4.51
420	87590	GONORRHEA,DNA PROBE	\$ 3.56
234	87205	GRAM STAIN, #1	\$ 2.05
821	83010	HAPTOGLOBIN	\$ 13.97
560	83718	HDL (HIGH DENSITY LIPOPROTEIN)	\$ 1.43
610	83015	HEAVY METAL SCREEN,URINE,QUAL.	\$ 30.84
3533	PANEL	HEAVY METALS,QUANTITATION	\$ 48.19
1845	PANEL	HELICOBACT.,PYLORI,IgA,IgG,IgM	\$ 41.33
8059	86677	HELICOBACTER PYLORI AB IGA	\$ 13.78
8102	86677	HELICOBACTER PYLORI AB IGG	\$ 13.78
8041	86677	HELICOBACTER PYLORI AB.IGM	\$ 13.78
242	PANEL	HEMATOCRIT & HEMOGLOBIN	\$ 2.85
244	83020	HEMOGLOBIN ELECTROPHORESIS	\$ 6.82
923	85027	HEMOGRAM	\$ 1.43
950	86709	HEP A VIRUS AB IGM	\$ 3.80
866	86706	HEP B SURF AB (QUANT)	\$ 4.75
859	86708	HEPATITIS A ANTIBODY,TOTAL	\$ 9.50
7205	PANEL	HEPATITIS ABC PANEL	\$ 34.20
1704	86705	HEPATITIS B CORE AB IGM	\$ 12.35
862	86704	HEPATITIS B CORE AB TOTAL	\$ 7.60
672	87340	HEPATITIS B SURFACE ANTIGEN	\$ 4.75
961	86707	HEPATITIS BE ANTIBODY	\$ 6.89
962	87350	HEPATITIS BE ANTIGEN	\$ 6.65
467	86803	HEPATITIS C VIRUS ANTIBODY	\$ 7.60
6273	PANEL	HEPATITIS/VIRAL SYNDROME PROF.	\$ 59.00
1378	87255	HERPES CULTURE	\$ 7.60
40895	87252	HERPES CULTURE 2	\$ 7.60
967	86695	HERPES I IGG	\$ 12.64
968	86696	HERPES II AB IGG	\$ 11.39
1720	87207	HERPES SMEAR DFA	\$ 7.27
1855	86701	HIV-1 AB ELISA	\$ 7.79
8854	86689	HIV-1 AB WESTERN BLOT	\$ 15.20
195	86689	HIV-1 WESTERN BLOT (REFLEX)	\$ 15.20
634	82784	IGA	\$ 9.15
635	82784	IGG	\$ 5.78
649	82784	IGM	\$ 5.78
252	86320	IMMUNOFIXATION BY SUBTRACTION	\$ 25.60
545	PANEL	IMMUNOGLOBULINS,QUANT.	\$ 17.33
843	83525	INSULIN #1	\$ 11.14
256	83540	IRON	\$ 1.43
257	PANEL	IRON & IRON BINDING CAPACITY	\$ 2.14
365	86850	IRREGULAR ANTIBODY SCREEN	\$ 3.17
1908	83661	L/S RATIO	\$ 34.33
271	83615	LDH	\$ 2.45

210	83625	LDH ISOENZYMES	\$ 16.17
651	83655	LEAD 24 HR URINE	\$ 4.28
282	83655	LEAD,BLOOD	\$ 4.28
280	83690	LIPASE,SERUM	\$ 3.04
510	80178	LITHIUM,SERUM	\$ 3.63
8224	83002	LUTEINIZING HORMONE	\$ 8.55
343	86618	LYME AB IGG (IFA)	\$ 15.20
344	86618	LYME AB IGM (IFA)	\$ 15.20
342	86618	LYME DISEASE AB, ELISA	\$ 15.20
956	83735	MAGNESIUM 24 HR URINE	\$ 3.63
286	83735	MAGNESIUM,SERUM	\$ 3.63
1424	83825	MERCURY,URINE	\$ 22.97
100	87070	MISC CULTURE #1	\$ 4.75
246	86308	MONO TEST	\$ 2.49
1407	86735	MUMPS AB IGG	\$ 12.54
1354	87109	MYCOPLASMA/UREAPLASMA CULTURE	\$ 13.37
285	PANEL	MYSOLINE/PHENOBARBITAL PANEL	\$ 27.39
8423	87591	N.GONORRHOEAE DNA LCR	\$ 11.40
6044	80100	N.I.D.A. DRUG SCREEN	\$ 11.88
291	82270	OCCULT BLOOD,STOOL, #1	\$ 2.45
7556	PANEL	OCCUPATIONAL ALLERGY	\$ 25.04
1373	83930	OSMOLALITY,SERUM	\$ 7.22
1372	83935	OSMOLALITY,URINE	\$ 7.22
292	PANEL	OVA & PARASITES, #1	\$ 5.94
1349	PANEL	OVA & PARASITES, #2	\$ 5.94
1350	PANEL	OVA & PARASITES, #3	\$ 5.94
1434	83945	OXALATE 24 HR URINE (QUANT)	\$ 11.13
701	88148	PAP SMEAR (1 SLIDE)	\$ 7.22
660	86000	PARATYPHOID A	\$ 5.05
661	86000	PARATYPHOID B	\$ 6.65
296	85730	PARTIAL THROMBOPLASTIN TIME	\$ 3.04
777	80184	PHENOBARBITAL	\$ 10.26
969	84105	PHOSPHORUS 24 HR URINE	\$ 4.16
302	84100	PHOSPHORUS,SERUM	\$ 1.00
970	87015	PINWORM	\$ 7.22
1471	82690	PLACIDYL (ETHCHLORVYNOL)	\$ 14.14
305	85049	PLATELET COUNT	\$ 2.12
975	84133	POTASSIUM 24 HR URINE	\$ 4.16
306	84132	POTASSIUM,SERUM	\$ 1.58
307	81025	PREGNANCY TEST,URINE	\$ 2.85
858	84144	PROGESTERONE	\$ 14.75
8040	84146	PROLACTIN,SERUM	\$ 3.80
1347	80192	PRONESTYL (NAPA)	\$ 18.37
1999	84153	PROSTATIC SPEC. ANTIGEN (PSA)	\$ 5.86
340	84155	PROTEIN 24 HR URINE (QUANT)	\$ 2.99
311	PANEL	PROTEIN ELECTROPHORESIS,SERUM	\$ 12.18
362	84155	PROTEIN URINE (QUAL)	\$ 2.99

309	85610	PROTHROMBIN TIME (PT)	\$ 1.88
1341	PANEL	PTH,C-TERMINAL/MID-MOLECULE	\$ 51.65
604	80194	QUINIDINE	\$ 9.41
3321	PANEL	RA,THRO AB,ANA,AMA,ASMA,PARIET	\$ 42.23
948	84244	RENIN ACTIVITY	\$ 16.30
319	85045	RETICULOCYTE COUNT, CYTOMETRIC	\$ 1.43
594	86901	RH FACTOR (D)	\$ 2.30
316	86430	RHEUMATOID FACTOR	\$ 2.14
380	86592	RPR (SYPHILIS SEROLOGY)	\$ 1.43
320	86762	RUBELLA AB IGG	\$ 2.96
8126	86765	RUBEOLA AB IGM	\$ 12.37
1408	86765	RUBEOLA ANTIBODY,IgG	\$ 12.37
327	85652	SED RATE-WESTERGRN	\$ 1.43
7680	89300	SEMEN ANALYSIS POST VASECTOMY	\$ 5.99
334	89320	SEMEN ANALYSIS,COMPLETE	\$ 5.21
348	84450	SGOT (AST)	\$ 2.85
347	84460	SGPT (ALT)	\$ 2.85
61971	PANEL	SGPT,SGOT,BETA HCG QUAL,RPR,UA	\$ 9.42
329	85660	SICKLE CELL PREP	\$ 2.52
1719	PANEL	SJOGREN'S ANTIBODY (SS-A/SS-B)	\$ 28.88
595	84300	SODIUM 24 HR URINE	\$ 2.66
331	84295	SODIUM,SERUM	\$ 1.00
333	89300	SPERM COUNT-POST VASECTOMY	\$ 5.99
7255	PANEL	SPUTUM CULTURE & GRAM STAIN	\$ 6.80
352	84479	T-3 UPTAKE	\$ 2.85
622	84480	T3,TOTAL	\$ 3.04
353	84436	T4 (THYROXINE),EIA	\$ 2.38
1269	80156	TEGRETOL (CARBAMAZEPINE) TOTAL	\$ 8.79
1729	84402	TESTOSTERONE,FREE	\$ 7.12
8455	84403	TESTOSTERONE,TOTAL	\$ 14.25
823	80198	THEOPHYLLINE	\$ 8.96
701E	88142	THINPREP PAP TEST	\$ 16.00
8862	84432	THYROGLOBULIN	\$ 11.55
450	86800	THYROGLOBULIN AB	\$ 11.55
5377	PANEL	THYROID AUTOANTIBODIES PROFILE	\$ 22.49
829	86376	THYROID PEROXIDASE AB (TPO)	\$ 10.93
1959	80200	TOBRAMYCIN	\$ 27.44
3190	PANEL	TORCH	\$ 47.56
593	84155	TOTAL PROTEIN,CSF	\$ 2.99
831	86777	TOXOPLASMA AB IGG	\$ 11.07
1732	86778	TOXOPLASMA AB IGM	\$ 12.54
2071	86777	TOXOPLASMA IGG W/IGM REFLEX	\$ 11.07
1839	84466	TRANSFERRIN	\$ 10.35
359	84478	TRIGLYCERIDES	\$ 2.35
671	84443	TSH-HIGHLY SENSITIVE	\$ 5.70
658	86000	TYPHOID H	\$ 6.65
659	86000	TYPHOID O	\$ 5.05

597	84540	UREA NITROGEN 24 HR URINE	\$	1.21
994	84560	URIC ACID 24 HOUR URINE	\$	2.17
372	84550	URIC ACID,SERUM	\$	1.65
218	81001	URINALYSIS WITH MICRO	\$	1.43
374	84578	UROBILINOGEN (QUAL)	\$	13.71
980	80164	VALPROIC ACID (DEPAKENE)	\$	9.50
7749	86787	VARICELLA ZOSTER AB IGG/REFLEX	\$	9.50
8244	86787	VARICELLA ZOSTER AB IGM	\$	9.50
1371	86787	VARICELLA-ZOSTER AB,IgG,SERUM	\$	9.50
1419	86592	VDRL,CSF	\$	1.43
566	36415	VENIPUNCTURE FEE	\$	2.85
119	82607	VITAMIN B12	\$	7.60
1480	80061	VLDL	\$	32.25
392	85048	WBC	\$	1.43
390	85007	WBC & DIFFERENTIAL	\$	1.43
391	87210	WET MOUNT	\$	3.10

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-c

Date: March 21, 2006

Subject: Revised Regulations for Student Discipline and Due Process –
Policy and Regulations 6080 – Second Reading

Background: Presented to the Board of Trustees for second reading are revisions to Regulations 6080. Regulations 6080 were 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 Regulations 6080 cover standards of student conduct, disciplinary actions, and grievance procedures the Regulations do not directly address the state legislated implementation of Assembly Bill 1088.

Under Standards of Student Conduct in Regulations 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. 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 District activity. The revisions were brought to the Academic Affairs and Student Services Committee on January 19, 2006, and on February 14, 2006, for review and discussion, and to the Board of Trustees on January 24, 2006.

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

Recommended Action: It is recommended that the Board of Trustees approve the revised Regulations 6080.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 6080, Student Discipline and Due Process

I. Responsibility

- A. The ~~President~~ **Chief Executive Officer** of the College is responsible for establishing appropriate procedures for the administration of disciplinary actions. ~~All parties will attempt to resolve~~ **Issues involving** 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~~ **College** officials (including faculty) acting in the performance of their duties.
 - 2. Violation of District rules and regulations, including those concerning student organizations, the use of District facilities, or the time, place, and manner of public expression or distribution of materials.

3. Various forms of dishonesty, including but not limited to:
 - a. Plagiarism: Presenting another person's language (spoken or written), ideas, artistic works or thoughts, as if they were one's own;
 - b. Cheating: Use of information not authorized by the instructor for the purpose of obtaining a grade. Examples include, but are not limited to, notes, recordings, and other students' work;
 - c. Furnishing false information to the District for purposes such as admission, enrollment, financial assistance, athletic eligibility, transfer, or alteration of official documents.
4. Forgery, alteration, or the unauthorized possession or use of District documents, records, or identification.
5. Unauthorized entry to or use of any District facilities.
6. Obstruction or disruption of District administrative functions, classes, disciplinary procedures, or any other authorized District activities.
7. Theft of, or damage to, property belonging to the District, a **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.
10. Use, possession, distribution or being under the influence of alcoholic beverages, controlled substance(s) or poison(s) classified as such by Schedule D (Section 4160 of the Business and Professions Code) while at any on-campus **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 College** class site, or at a District-sponsored function, of any explosives or weapons, (except by persons given permission by the ~~President~~ **Chief Executive 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 Executive Officer** of ~~the each~~ College in **consultation with District Officials** 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 of any type** is not permitted on ~~campus~~ **District property. Recreational playing of dominos, Cards playing** or similar activities are prohibited except in a designated ~~campus~~ game or recreation areas.
4. Dogs (with the exception of guide dogs) and other pets are not allowed on ~~campus~~ **District property.**
5. Printed materials to be distributed or posted must be approved for distribution by ~~campus~~ Student Activities Office **of each college.** 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 Executive 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 Executive 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 Executive 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 Executive 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.
 9. 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 Executive Officer** of ~~the~~ **each** College.
- C. ~~For instances~~ **In cases** of academic dishonesty **by a student**, 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 Executive 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 Executive 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**.
 - (1) 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 Executive Officer** of the College.
 - (4) The ~~President~~ **Chief Executive 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.
 - (7) 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 Executive Officer** of the College. The ~~President~~ **Chief Executive Officer** of the College may:
- (1) 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.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-a

Date: March 21, 2006

Subject: Agreement with Raytheon

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Raytheon. The District will provide a business plan for Magnaphone of Redlands, a small business subcontracting with Raytheon. The term of the agreement is January 30, 2006 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. The service fee being paid to the District is \$20,000.00. 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.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from January 30, 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 Tillquist
Dean, Business, CIS, Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 30th day of January 2006, between Riverside Community College District, hereinafter referred to as "District," and Raytheon hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule and course document, if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document, if any, and course schedule 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 January 30, 2006 through June 30, 2006.
8. Both District and Contractor terms and conditions as modified apply to this order, however, in the event of a conflict between the two, the District's terms and conditions prevail. The District terms and conditions are those contained in this document.
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. Notwithstanding the above, neither party shall be liable to the other for incidental, consequential, multiple, special or punitive damages or otherwise in an amount exceeding the value of the order.

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

DISTRICT

CONTRACTOR

By: _____
Signature

Vice Chancellor Administration & Finance
Title

By: _____
Signature

Title

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 30th day of January, 2006 between the Riverside Community College District and Raytheon, 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: Mentoring to Magnaphone

Schedule: To be determined

Fee: \$20,000

Statement of Work:

Background: Raytheon Company is currently under contract with the US Navy to provide Mentoring to Magnaphone Inc. of Redlands California. In keeping with the Department of Defense (DoD) goal to involve Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) in the Mentoring process, Raytheon is extending this opportunity to Riverside Community College (RCC).

Purpose: For Riverside Community College to provide the following Mentoring to Magnaphone Inc. under a subcontract to Raytheon Company.

1.0 Business Plan – RCC is to provide a comprehensive 5 year Business Plan for Magnaphone Inc. with the following guidelines and goals.

1.1 RCC is to obtain third party market research reports/documentation from Frost and Sullivan or equivalent provider. Reports are to include, but are not limited to: a report on the Contract Manufacturing, and a report on Satellite Telephony/Communications.

1.1.1 RCC is to use the reports from 1.1 to evaluate overall growth potential of the market segment and those of a fast growing, aggressive company.

- 1.1.2 RCC is to use the reports from 1.1 to evaluate current competitors and help to identify Magnaphone's current unique capabilities and further, identify the discriminators customers are looking for.
- 1.2 RCC is to evaluate Magnaphone's constraints to growth and provide recommendations as to the best way to maximize growth potential given these constraints. These constraints are to include, however are not limited to: Cash Flow, Availability of trained personnel, Inventory Turns, Cash Turns, Account Aging, Market Need, and Geography.
- 1.3 RCC is to Provide a rough draft business plan for discussion and modification to include, but not limited to the following sections: sales assumptions, market and marketing assumptions, cost of goods sold assumptions, Research and Development assumptions, G&A assumptions, Organization and organizational development, manpower planning, demand/revenue projections, 5 year history and proforma balance sheet, gross profit analysis and projections, balance sheet analysis and projections, cash flow analysis and projections, sensitivity analysis, comprehensive ratio analysis and capital analysis and projections. Recommended actions based on these items will be discussed with the Raytheon Mentoring team and final assumptions are to be provided.
- 1.4 Based on the feedback provided in the draft business plan, RCC is to provide a final business plan to Raytheon Company.

Net 30 payment terms via an invoice for payment as needed within the limits of the PO.

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:
Julie Thul
Raytheon Missile Systems
Building/Mail Station 9030/S14
PO Box 113377
Tucson, AZ 85734

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-2-b

Date: March 21, 2006

Subject: Agreement with Sierracin/Sylmar Corporation

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Sierracin/Sylmar Corporation. The District will provide training services related to project management. The term of the agreement is January 10, 2006 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. The service fee for 32 hours of training to be paid to the District is \$2,246.40. 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.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from January 10, 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 Tillquist
Dean, Business, CIS, Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 10th day of January, 2006 between Riverside Community College District, hereinafter referred to as "District," and Sierracin 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 January 10, 2006, 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.

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

DISTRICT

CONTRACTOR

Dr. James Buysse
Vice Chancellor, Administration and Finance

Riverside Community College District
Customized Solutions for Business & Industry

SCHEDULE A
SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Employment Training Panel Agreement (#ET06-0122) between the Riverside Community College District, hereinafter referred to as "District," and the State of California, and the Educational Services Agreement dated the 10th of January, 2006, between the District and Sierracin hereinafter referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

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

Name of program: Project Management

Class Size: 18

Training Schedule: Wednesdays, February 1 through March 22, 2006 1:00 pm to 5:00 pm

Fee: Initial deposit of \$2,246.40.

- Supplemental fee of \$2,246.40 payable upon completion of training regardless of class size
- The deposit amount will be applied to the supplemental fee
- No extra cost incurred by Contractor contingent upon minimum of 18 students completing training and 90-day retention.
- If class size falls below the minimum enrollment of 18 or wage requirements are not met following the 90-day retention period, costs will be incurred by Contractor at a rate of \$436.00 per student below the minimum of 18 students.

Terms:

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

District initials

Date

Contractor initials

Date

Bill to:
Sierracin Sylmar Corporation
12780 San Fernando Road
Sylmar, CA 91342
Attn: Isabel Rojas

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-c

Date: March 21, 2006

Subject: Agreement with Goodrich Aerostructures

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Goodrich Aerostructures. The District will provide training services related to Production Maintenance Skills Phase II. The term of the agreement is January 30, 2006 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. The service fee for 60 hours of training to be paid to the District is \$17,446.00. 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.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from January 30, 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 Tillquist
Dean, Business, CIS, Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this January 30, 2006 between Riverside Community College District, hereinafter referred to as "District," and Goodrich Aerostructures hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
2. The Contractor agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A/B.
3. The District will conduct the Course.
4. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
5. Students/trainees will not receive unit(s) of credit.
6. This Agreement includes the provisions of the attached Schedule(s) 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 January 30, 2006, 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.

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

DISTRICT

CONTRACTOR

Dr. James Buysse
Vice Chancellor, Administration and Finance

Larry Boyer
Manager, Facilities Maintenance

Riverside Community College District
Customized Solutions for Business & Industry

SCHEDULE A
SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Employment Training Panel Agreement (#ET06-0122) between the Riverside Community College District, hereinafter referred to as "District," and the State of California, and the Educational Services Agreement dated the 26th day of October, 2005, between the District and Goodrich Aerostructures, hereinafter referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

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

Name of program: Production Maintenance Skills Phase II

Class Size: 19

Training Schedule: February 14, 2006 through June 30, 2006, 60 hours of training

Fee: Initial deposit of \$17,446.00.

- Supplemental fee of \$12,446.00 payable upon completion of training regardless of class size
- Course development fee: \$5,000
- The deposit amount will be applied to the supplemental fee
- No extra cost incurred by Contractor contingent upon minimum of 18 students completing training and 90-day retention.
- If class size falls below the minimum enrollment of 18 or wage requirements are not met following the 90-day retention period, costs will be incurred by Contractor at a rate of \$820.00 per student below the minimum of 18 students.

Terms:

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

District initials Date
Bill to:
Larry Boyer
Goodrich Aerostructures Group
8200 Arlington Ave.
Riverside, CA 92503-1499

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-d

Date: March 21, 2006

Subject: Agreement with The Timberland Co.

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and The Timberland Co. The District will provide training services in the areas of harassment, management, lead training, ETP management and lead combination training. The term of the agreement is from January 3, 2006 through June 30, 2006. Customized Solutions for Business and Industry will facilitate all aspects of the performance and required documentation. The service fee for 49 hours of training to be paid to the District is \$6,570.00. 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.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from January 3, 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 Tillquist
Dean, Business, CIS, Economic Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 3rd day of January, 2006, between Riverside Community College District, hereinafter referred to as "District," and The Timberland Co. 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 January 3, 2006 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.

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 and Finance
Title

Title

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 January 3, 2006 between the Riverside Community College District and The Timberland Co., 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 programs: AB125 Harassment Training for Management Team (4 hours) \$500
Management Training (9 hours) \$2,250
Lead Training (8 hours) \$2,000
ETP Management/Lead Combination Training (28 hours) \$1,820

Number of hours: Total for all programs is 49 hours

Schedule: To be completed between January 12 and May 30, 2006

Fee: \$6,570

Training deposit of \$4976 is secured.
Remainder of \$1594 due upon completion of training.

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:

The Timberland Co.
3950 East Airport Drive
Ontario, CA 91761
Attn: Carol Sprague

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-2-e

Date: March 21, 2006

Subject: Subcontract with California State University Fullerton Auxiliary Services Corporation

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and California State University Fullerton Auxiliary Services Corporation (CSUF ASC). CSUF ASC will oversee the use of United States Small Business Administration grant resources and RCCD shall provide a Service Center to existing and potential small business owners in Riverside, San Bernardino and Orange Counties that provides services consisting of business counseling and training intended to grow the high technology business sector within the service territory. The service date of the subcontract is January 1, 2006 through December 31, 2006. Funding source: No cost to the District.

Approval to participate in this agreement was previously granted by the Board of Trustees on January 24, 2005, item V-A-3-g.

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

Recommended Action: It is recommended that the Board of Trustees ratify the subcontract, 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 subcontract.

Salvatore G. Rotella
Chancellor

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

**SUBCONTRACT
BETWEEN
CSU FULLERTON AUXILIARY SERVICES CORPORATION
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Subcontract is entered into by and between CSU Fullerton Auxiliary Services Corporation (hereinafter "CSUF ASC"), a nonprofit auxiliary corporation and fiscal agent of the California State University Fullerton, and Riverside Community College District, (hereinafter "CONTRACTOR"), a community college district and host administrative agent for the TriTech Small Business Development Center (hereinafter "TriTech SBDC").

RECITALS

A. **WHEREAS**, the United States Small Business Administration (hereinafter "Prime Sponsor") awarded Grant/Cooperative Agreement No. 6-603001-Z-0066-04 ("Prime Award") to California State University Fullerton (hereinafter "CSUF"), to serve as the Lead Center to perform administrative, training and auditing responsibilities for the Santa Ana Region, and;

B. **WHEREAS**, CSUF ASC, on behalf of CSUF, will oversee the use of varied resources for the purpose of job creation and through the use of one-on-one consulting and technical assistance, referral and information dissemination, business conferences and workshops to small business owners and prospective owners; and,

C. **WHEREAS**, CONTRACTOR, serving as the administrative host for TriTech SBDC, is responsible for the TriTech SBDC's compliance with the goals and milestones specified in Exhibit A, attached herewith, and;

D. **WHEREAS**, in undertaking the performance of this Subcontract, CONTRACTOR represents that it is knowledgeable in its field and that any services performed by CONTRACTOR under this Subcontract will be performed in compliance with such standards that may reasonably be expected from said knowledge and skill.

NOW, THEREFORE, in consideration of the mutual promises, subject to the terms and conditions hereinafter set forth, the parties agree as follow:

Article 1.0 Principal Contacts. The Principal Director for CSUF ASC is considered the principal contact responsible for directing the project and budget expenditures under this Subcontract. Dr. Michael D. Ames shall serve as the Principal Investigator and may be reached at (714) 278-3464, sbiames@fullerton.edu. The staff, equipment, and facilities of the CSUF ASC shall be utilized under Dr. Ames' direction.

1.1 Ms. Tanya Thompson, Acting Director of Sponsored Programs, CSU Fullerton Auxiliary Services Corporation, shall serve as the principal administrative contact responsible for contract administration under this Contract on behalf of the CSUF

ASC, and may be contacted at the following:

CSU Fullerton Auxiliary Services Corporation
2600 E. Nutwood Avenue Ste. 275
Fullerton, CA 92831
(714) 278-4113
itthompson@fullerton.edu

1.2 John Tillquist, Dean, Business, CIS, Econ. Dev., Riverside Community College, shall serve as the principal administrative contact on behalf of CONTRACTOR, and may be contacted at the following:

Riverside Community College
4800 Magnolia Avenue
Riverside, CA 92506-1299
(951) 571-6471

1.3 Changes in Principal Contacts must be approved by Mr. William M. Dickerson, Executive Director, CSU Fullerton Auxiliary Services Corporation, or his designee, and by Salvatore Rotella, Chancellor, Riverside Community College District, or his designee, subject to final approval of the Prime Sponsor.

Article 2. Scope of Work. CONTRACTOR shall be responsible for the specific tasks described in Exhibit "A," as incorporated by reference and attached herewith.

Article 3. Term of Contract. The period of performance of this Subcontract shall be from **January 1, 2006** to **December 31, 2006**, subject to extension by mutual written agreement of the parties hereto, and funding awarded to CSUF ASC by the Prime Sponsor.

Article 4. Compensation. In consideration of the work to be performed by CONTRACTOR per Article 2 above, CSUF ASC shall compensate CONTRACTOR for all cost, including indirect costs and taxes, in accordance with the budget, attached and incorporated herewith as Exhibit B. Unless otherwise agreed by a signed mutual document, subject to OMB Circular A-110, paragraphs .25(c) and (f), the total compensation for all costs, including indirect costs and taxes for this project shall not exceed **Two Hundred Twenty-Three thousand, twelve (\$223,012) dollars.**

Article 5. Matching Funds Requirement. Pursuant to 13 CFR 130.450, CONTRACTOR shall provide total Matching Funds equal to the total amount of the Prime Sponsor funding. At least 50% of the Matching Funds must be Cash Match. The remaining 50% may be provided through any allowable combination of additional cash, in-kind contributions, or indirect costs.

Article 6. Allowable Costs and Fees. Allowable costs and fees eligible for reimbursement to CONTRACTOR for performance of this Subcontract shall be determined in accordance with the provisions of this Subcontract, including attachment

Exhibits and the requirements of the Prime Sponsor.

Article 7. Delivery. All services and materials under this Subcontract shall be completed and/or delivered to CSUF ASC on or before December 31, 2006, unless extended by mutual written agreement between the parties hereto.

Article 8. Invoicing. CONTRACTOR shall invoice CSUF ASC for costs incurred, including fringe benefits and indirect cost in accordance with the attached Budget to this Subcontract.

8.1 CONTRACTOR will submit itemized invoices to CSUF ASC not more than monthly. Each invoice shall include an itemized list of the tasks completed per the attached Scope of Work, dates of task completion, and an original signature of an authorized agent of CONTRACTOR.

8.2 CSUF ASC, may return invoices to CONTRACTOR for correction and resubmission prior to payment. CSUF ASC agrees to pay all invoices within thirty (30) days upon receipt.

8.3 Invoices shall be sent to:
Vi Pham, Director
Tri-County Lead SBDC
800 N. State College Blvd.
LH 640
Fullerton, CA 92834

Article 9. Termination of Contract. Either party may terminate this Subcontract upon thirty (30) days advance written notice to the other party.

9.1 Upon termination of this Subcontract, CSUF ASC agrees to compensate CONTRACTOR for all non-avoidable expenses reasonably incurred by CONTRACTOR in the performance of the work under this Subcontract up to the date of termination, and CONTRACTOR agrees to provide deliverables through the date of termination as provided in Article 7 of this Subcontract.

Article 10. Modification or Waiver. No part of this Subcontract shall be modified without the express written consent of both parties. The waiver by one party of any breach of any term or condition of this Subcontract shall not be construed as a waiver of any similar or other breach of any term or condition of this Subcontract. Nor shall said waiver be construed as a continuing waiver of the original breach.

Article 11. Independent Contractor. CONTRACTOR shall, during the entire term of this Subcontract, be construed to be an independent contractor and not an employee of CSUF ASC. This Subcontract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow CSUF ASC to exercise discretion or control over the professional manner in which CONTRACTOR

performs the services that are the subject matter of this Subcontract. The services, however, to be provided by CONTRACTOR shall be provided in a manner consistent with all applicable standards and regulations governing such services. CONTRACTOR shall pay all salaries and wages, employees' social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

Article 12. Assignment. No part of this Subcontract may be assigned by either party without the prior written consent of the parties.

Article 13. Indemnification. CSUF ASC and CONTRACTOR agree to defend, indemnify and hold one another, their respective officers, employees, students, agents, harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Subcontract but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents. However, CONTRACTOR is not responsible for debts, taxes, or encumbrances accrued by TriTech SBDC prior to January 1, 2006.

Article 14. Insurance. Without limiting the parties indemnification, CSUF ASC and CONTRACTOR warrants that it has and will maintain Workers' Compensation insurance coverage of not less than one million dollars (\$1,000,000) per accident; General Liability insurance of not less than one million dollars (\$1,000,000), and Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

Article 15. Force Majeure. If by reason of force majeure (as defined below) the CONTRACTOR'S performance hereunder is delayed, hampered or prevented, then the performance by the CONTRACTOR shall be extended for the amount of time of such delay or prevention. For the term "Force Majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God, any act of legally constituted authority; or any other cause beyond CONTRACTOR'S control which would excuse the party's performance as a matter of law.

Article 16. Notice of Force Majeure. Each party agrees to give the other party written notice of an event of force majeure under this Paragraph within ten (10) days of the commencement of such event within ten (10) days after the termination of such event. However, inadvertent failure to give notice shall not bar a party from giving such notice within a reasonable time thereafter.

Article 17. Nondiscrimination. CSUF ASC and CONTRACTOR shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those Acts and amendments prohibiting discrimination on the basis of race, color, natural origin, gender, handicap or disability, sexual preference, drug and

EXHIBIT A SCOPE OF WORK

1. DEFINITION OF TERMS

Capitalized terms as used in this Agreement have the following definitions:

- A. "8(a) Program" means the SBA 8(a) Business Development Program - An SBA Program that offers a broad scope of assistance to socially and economically disadvantaged firms.
- B. "Agreement" refers to this Agreement, number 06CBE0001.
- C. "Budget Category" means the major budget subject headings designated in Exhibit B. They are: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Consultants, Other and Indirect Costs.
- D. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit B.
- E. "Business counseling services" means one-on-one or small group meetings with current and/or prospective small business owners in person, by telephone, video conferencing, or computer, to coach, mentor or provide information to help the small business owner move towards intended results.
- F. "Cash Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.
- G. "CATS" means the SoftShare WinCATS OR WebCATS Client Activity Tracking System used by the Lead Center Program.
- H. "CDBG" means the United States Department of Housing and Urban Development, Community Development Block Grant.
- I. "CFR" means the Code of Federal Regulations.
- J. "COCCC" means the Chancellor's Office of the California Community Colleges.
- K. "CONTRACTOR" means the Riverside Community College District.
- L. "Cooperative Partners" means those partners identified in the annual Notice of Award (Cooperative Agreement) issued by SBA. The 2006 Notice of Award specifies the Cooperative Partners as California State University Fullerton Foundation, COCCC, and SBA.

- M. "Santa Ana District Network" means the Lead Center, the Orange County SBDC, Inland Empire SBDC and TriTech SBDC.
- N. "Empowerment Zones" means a community designated by the federal Department of Housing and Urban Development (HUD) as an area that suffered significant economic distress and may receive targeted funding from federal agencies.
- O. "Funds" means any Funds listed in any column of Exhibit B with the exception of the COCCC Column. COCCC funds are paid directly to the CONTRACTOR by COCCC.
- P. "Expiration" means the expiration, termination or cancellation of this Agreement.
- Q. "In-Kind Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.
- R. "HUBZone" means a Historically Under-utilized Business Zone designated by SBA as an area located within one or more qualified census tracts, qualified non-metropolitan counties or lands within the external boundaries of an Indian Reservation.
- S. "Lead Center" means the Tri-County Lead SBDC.
- T. "Lead Center Director" refers to the individual, or designee, on behalf of the Lead Center who has the overall responsibility to administer and evaluate the work of the CONTRACTOR during the term of this Agreement.
- U. "Notice" means a notice of probation.
- V. "OMB" means the federal Office of Management and Budget.
- W. "Program Income" means all monies earned or received from Service Center clients and others in payment for Lead Center Program activities and/or products other than counseling services.
- X. "PQL" means the SBA Prequalification Loan Program.
- Y. "SBA" means the United States Small Business Administration.
- Z. "SBDC" means Small Business Development Center.
- AA. "SCORE" means the Service Corps of Retired Executives.
- BB. "Service Center" means the TriTech Small Business Development Center.
- CC. "Special Emphasis Groups" refer to underrepresented populations of business owners

compared to their representation in the overall population. Depending upon the service territory demographics of the Service Center, Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service-connected disabled veterans, individuals in rural areas and HUBZones and those in low to moderate income urban areas as determined by Census Bureau information.

**EXHIBIT A
ATTACHMENT 1
CONTRACTORS RESPONSIBILITIES AND MILESTONES**

The CONTRACTOR agrees the following responsibilities and milestones shall be met by its Service Center:

1. The Service Center, with a principal office located at 4800 Magnolia Avenue, Riverside, CA 92506, shall provide services to existing and potential small business owners in the following service territory: Riverside, San Bernardino and Orange County. The Service Center may also provide services consisting of scheduled business counseling and training at outreach centers. As used in this Attachment, "outreach center" means a location where SBDC counseling and training services may be provided on an "as needed basis," outside of the normal Service Center setting. The Service Center and its satellite office(s) shall be open a minimum of eight (8) hours each business day with services provided during the evening or on weekends. The Service Center and its satellite office(s) shall have prominent display of the SBA/SBDC co-branding logo at the front of the office and each satellite office and shall have separate and clearly identifiable operations, programs and phones from the Contractor. The Contractor shall obtain prior written approval from the CSUF Lead Center to relocate or change the address of the Service Center and satellite office(s). The facilities and staff of the Service Center and its satellite office(s) shall be located in such places as to provide maximum accessibility and benefits to the existing and potential small businesses for which the Service Center is intended to serve.
2. The Service Center shall increase the contribution of the small business sector to the economic development of its service territory, as specified in paragraph 1 of this Attachment. The Service Center shall accomplish this by using a variety of service delivery mechanisms, including satellite locations, traveling counselors or electronic capabilities, when appropriate and by providing in-depth, high quality, one-on-one business consulting, training services, information and referral services, outreach and marketing services, and specialized services to existing and prospective small business owners. These services must result in business growth, expansion, innovation, increased productivity; improved management of small businesses; lead to positive economic impact; and meet the milestones of this Agreement for calendar year 2006.
3. This Agreement is subject to the terms and conditions incorporated by reference to the Santa Ana District SBDC Network Policies and Procedures Manual. In the event of conflicting or otherwise inconsistent policies, this Agreement shall prevail.
4. The Service Center shall establish and maintain active cooperative agreements with other service providers (e.g., colleges, universities, economic development corporations, local government agencies) to further the objectives detailed in the annual Notice of Award (Cooperative Agreement, to be provided to the CONTRACTOR by Lead Center upon request) issued by SBA.
5. The Service Center shall establish and maintain annual participation agreements with

private-sector persons or firms to provide professional consulting services (e.g., accounting, engineering, and law) at an agreed-upon rate (e.g., pro bono, market or below market rate). The objective of a participation agreement is to provide services not available from the Service Center's staff. Participation agreements shall be reviewed annually by the Lead Center.

6. The Service Center shall establish and maintain an advisory board in accordance with 15 U.S. Code, Title 15, Chapter 14.A. § 648(j).
7. The Service Center shall identify and foster relationships with entities representing Special Emphasis Groups in order to increase the number of clients served in those populations. Additionally, the Service Center shall endeavor to raise the level of awareness of its audiences at small business seminars, conferences and outreach program announcements about the needs of veterans and service-connected disabled veterans.
8. The Service Center shall submit to the Lead Center an updated 2007 SBDC Business Plan no later than August 1, 2006.
9. The CONTRACTOR shall notify the Lead Center immediately upon Service Center Director resignation/termination.
10. The CONTRACTOR shall appoint a new Service Center Director within ninety (90) days of a Service Center Director vacancy. An Acting Director may be appointed until a permanent Service Center Director is selected.
11. The CONTRACTOR shall expand its search for a new Service Center Director to obtain the most qualified candidate. The Lead Center Director, or designee, shall participate in reviewing and interviewing potential candidates.
12. The Service Center Director shall be a full-time (100%), senior manager who shall direct and monitor Program activities and financial affairs of the Service Center to deliver effective services to the small business community, ensure Service Center compliance with applicable laws, regulations, OMB circulars and Executive Orders, as well as implement this Agreement. The Service Center Director shall be responsible for providing information to the Lead Center Director, or designee, for negotiating the annual Agreement with the Lead Center, ensuring that local needs are addressed. The Service Center Director has authority to control expenditures under the Service Centers budget. The Service Center Director shall serve as the principal contact point for all matters involving the SBDC Network.
13. The Service Center shall develop and implement a client intake process to determine the best utilization of resources in providing service to each inquiry or client. Services provided shall fall under one of the following five (5) core service categories: 1) business counseling; 2) training services; 3) information and referral services; 4) outreach and marketing; and, 5) specialized services.

A. Business Counseling

- 1) The Service Center shall provide confidential, quality business counseling services, including counseling provided electronically, to improve the business skills of existing and prospective small business owners, specifically to owners of high technology, high growth companies. Business counseling services shall consist of advice, guidance or instruction concerning the formation, management, financing and operation of small business enterprises.

In order to be counted toward business counseling milestones, the counseling must provide a minimum of one (1) hour of assistance, as recorded in CATS. In order to receive credit for one (1) hour of counseling provided electronically, the counselor must spend a minimum of one (1) hour researching and formulating the response. This may include several electronic questions and responses that cumulatively add up to one (1) hour. The Service Center shall not charge fees to its clients for business counseling services.

- 2) The minimum milestones for business counseling are one hundred (100) clients being provided a total of eight hundred fifty (850) hours of business counseling during the term of this Agreement.
- 3) The Service Center shall work with its Lead Center Director in developing strategies to accomplish the business counseling milestones. Upon conclusion of the third quarter period ending September 30, 2006, the Lead Center Director shall review and may initiate amendments as necessary to the Service Center's business counseling milestones identified in paragraph 12.A.2 of this Attachment.
- 4) In the course of delivering business counseling services, the Service Center shall:
 - a) Provide in-depth counseling services to small businesses in the Service Center's service territory.
 - b) Provide specialized services to high-growth/high-impact clients.
 - c) Establish a strategy to provide consistent consulting services at the Service Center's local outreach locations.
 - d) Provide pre- and post-loan technical assistance to participants of the Community Development Corporation Micro-loan Program.
 - e) Provide counseling to assist small business entrepreneurs to gain access to federal and state contracts.

B. Training Services

- 1) The Service Center shall conduct training activities or events in which the Service Center shall actively deliver a structured program of knowledge, information, or experience on a business-related subject to groups of six (6) or more existing and prospective small businesspersons that address specific small business needs. In order to be counted toward training milestones, the training must provide a minimum of one hour of instruction documented with brochures and/or supporting materials as well as a list of attendees. If there are fewer than six (6) attendees, the Service Center shall provide to the Lead Center Director a written explanation detailing the subject matter and special circumstances. The Lead Center Director shall provide to the Service Center written approval before the event can be counted towards training milestones.

The minimum training milestones shall be twenty (20) events for approximately one thousand four hundred sixty-three (1463) attendees annually.

- 3) Training services may be provided by in-person sessions or by teleconferences, Internet, videos, and electronic media.
- 4) The Service Center shall design and provide quality training in two general formats:
 - a) One-time topic specific; and,
 - b) Long term, multiple topics.

The Service Center is encouraged to charge reasonable fees to cover SBDC Program costs associated with training services.

- 5) Training services shall be scheduled to accommodate the varied schedules of entrepreneurs and vary from daytime to evenings and weekends.
- 6) Training services shall be coordinated with the SBA and other service providers to avoid duplication.
- 7) Training services shall be co-sponsored with other organizations, including, but not limited to, the Tech Coast Venture Network, OCTANe, Tech Coast Angels, and private companies.
- 8) In the course of conducting training, the Service Center shall:
 - a) Enter all training events into CATS.

- b) Offer in-depth entrepreneurial training courses for established businesses using appropriate curriculum for business clients.
- c) Provide training seminars, workshops, and assistance to small businesses and entrepreneurs.
- d) Assist the SBDC Network with activities to brand the SBDC Network and promote specialized services and initiatives.
- e) Coordinate training activities with local economic development organizations to avoid duplication of services.
- f) Provide a list of scheduled training workshops and seminars, including dates, locations, instructor and background, and course content to the Lead Center no later than the first day of the quarter in which the training is provided.

C. Information and Referral Services

- 1) The Service Center shall establish and maintain an on-site resource library that contains current resource materials, publications, information and statistical data needed by existing and prospective small business owners. The library shall include at least one (1) computer workstation dedicated for use by clients to access the Internet for business research purposes.
- 2) The Service Center shall maintain a listing of appropriate services and resource providers to which clients may be referred for services not offered by the Service Center, including, but not limited to, SCORE and local community colleges.
- 3) The Service Center's client intake process must record the number of clients requesting information or referred, the general topic of inquiry, and to whom the client is referred. Fulfillment of information requests and referrals requiring less than one (1) hour of Service Center staff or consultant time shall not be entered into CATS as a counseling case.
- 4) The Service Center shall not count information transfers as business counseling or training, as defined by the SBDC Program. Business counseling of less than one (1) hour and training less than one (1) hour fall within this category, which also includes such services as the use of library resources, computers or software, viewing of business videos, fax-on-demand, information mailings, and telephone assistance, etc. As used in this paragraph "information transfers" means any contact stage of answering questions, referrals and use of resources for the provision of information. Information transfers shall be entered into CATS as an information transfer.

D. Outreach and Marketing

- 1) Promote access to capital and improve finance opportunities for small businesses through support of the SBA Loan Fairs, improved and expanded relationships with bankers, and direct promotion and branding of the Santa Ana SBDC Network to small businesses at their place of business.
- 2) Implement the targeted approach established to increase Hispanic-American, Asian-American and women-owned small businesses into the Service Center's client portfolio. Establish Memorandums of Understanding with economic development organizations to focus on small business and community development activities of Hispanic- American, Asian-American and women-owned small businesses.

E. Specialized Services

The Service Center shall offer specialized services and emphasis in areas designed to meet needs of small business clients including Special Emphasis Groups. Activities shall support and compliment business counseling and training services, including:

- 1) Foster relationships with Special Emphasis Groups.
- 2) Actively participate in activities related to SBA Small Business Week and support all SBA and Lead Center small business activities.
- 3) Submit one (1) Small Business Week Award client packages to SBA.
- 4) Host one (1) SBA Lender Breakfast/Roundtable and actively participate in the coordination of the Santa Ana SBA District's Small Business Week Luncheon.
- 5) Work directly with the Santa Ana SBA District Office to educate selected consultants on procurement related topics including, but not limited to: identification of federal and prime buyers, bonding, finance, HUB Zones, technical proposal writing, record keeping and other development assistance for small businesses.
- 6) Establish and provide comprehensive specialized training in potential and existing SBA 8(a) businesses. Conduct quarterly information and technical assistance forums in the areas of rules and regulations for reviewing and evaluating applications for SBA 8(a) Certification, the benefits of 8(a) process and related opportunities for business growth, and the eligibility and application review process.
- 7) Collaborate with the Lead Center to achieve Agreement milestones.
- 8) Improve feedback on the quality of Service Center services by mailing

monthly client surveys to clients who received over three (3) hours of counseling.

- 9) Collaborate with SBA to assist companies to secure SBA 8(a) Certification and provide specialized training as appropriate.
- 10) Assist the Lead Center with activities related to program development for SBDC Network staff and consultants.
- 11) Enhance regional SBDC services by coordinating specialized services and activities with the SBA Santa Ana District Office and the SBDC Network.

EXHIBIT A
ATTACHMENT 2
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the ASC shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Agreement and the CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the ASC shall have the option to either cancel this Agreement with no liability occurring to the ASC, or offer an amendment to this Agreement to the CONTRACTOR to reflect the reduced amount.

2. AGREEMENTS FUNDED IN WHOLE OR IN PART BY THE FEDERAL GOVERNMENT

- A. The CONTRACTOR shall comply with applicable federal government provisions.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the ASC by the United States Government for the current federal fiscal year and/or any subsequent years covered for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The CONTRACTOR shall provide Cash Match and/or In-Kind Match as identified in Exhibit B. The CONTRACTOR certifies that Cash Match and In-Kind Match as identified in Exhibit B, shall only be used for the purpose of this Agreement and shall be spent proportionately with Lead Center and SBA funds. The CONTRACTOR further certifies Program Income shall be spent solely to accomplish Lead Center and SBA Program objectives. The Service Center director shall monitor and be responsible for Cash Match, In-Kind Match, and Program Income contributions and expenditures. Neither Program Income nor other federal funds (except CDBG funds) shall be used to meet the Cash Match requirement.

Program Income, including any interest earned, must be used to expand the quantity or quality of services, resources or outreach provided by the Service Center. Any unused Program Income shall be carried over to a subsequent budget period.

- D. The consideration to be paid the CONTRACTOR, as specified in Exhibit B, shall be compensation for all of the CONTRACTOR's reimbursable expenses pursuant to this

Agreement, including, but not limited to labor, employee fringe benefits, operating expenses, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment

- E. The CONTRACTOR shall not receive additional compensation for reimbursement of costs not identified in Exhibit B, and shall not decrease the work to compensate therefore.
 - 1) Variations to Exhibit B are allowable as per the terms of the Santa Ana District SBDC Network Policies and Procedures Manual.
- F. No requests for variations shall be submitted to the Lead Center after November 1, 2006. Requests for variations submitted after this date are automatically disapproved.

3. INVOICING AND PAYMENT

- A. In no event shall the CONTRACTOR request reimbursement from the ASC for obligations entered into or for costs incurred prior to the commencement date or after the Expiration of this Agreement.
- B. The invoice containing the final costs to be paid by the ASC shall be identified as the "FINAL INVOICE" and shall be submitted pursuant to Article 8 of the Subcontract. Final invoice expenditures shall reflect costs incurred but not previously submitted for the period ending December 31, 2006. The final invoice must be received by the Lead Center by January 31, 2007, or within (30) days of Expiration of this Agreement and shall not include expenditures stated in previous invoices.
- C. The final invoice shall be paid upon completion of the following:
 - 1) Satisfactory completion of this Agreement; and,
 - 2) Submittal of the following:
 - a) All reports required in this Agreement to the Lead Center Director as described in the Subcontract and this Exhibit and in the current Santa Ana District SBDC Network Policies and Procedures Manual;
 - b) A complete and accurate final invoice with required documentation to the Lead Center Director;
 - c) The SBA 2113 / Program Income;
 - d) A current equipment inventory list
- D. "Satisfactory completion" as used in this Agreement means that the CONTRACTOR has complied with all terms, conditions, and performance requirements of this

Agreement.

- E. The ASC agrees to make payment as promptly as fiscal procedures permit, upon receipt of the invoice, subject to approval of the Lead Center Director, or his or her designee, and contingent upon satisfactory completion of the terms of this Agreement.
- F. All Funds shall be used solely for the purpose of performing the work set forth in Attachment 1 of Exhibit A. Equipment, furniture, and supplies purchased with Funds are for the use of the Service Center staff in furtherance of the SBDC Program. The Lead Center shall have final determination of allowable and reimbursable costs under this Agreement.

4. MISCELLANEOUS PAYMENT PROVISIONS

- A. Funds allocated under this Agreement for travel, subsistence and per diem rates shall not exceed those amounts specified in Exhibit B. No reimbursement for travel outside the State of California shall be allowed without prior written approval of the Lead Center Director or designee.
- B. The CONTRACTOR shall not use ASC funds allocated under this Agreement for any of the following purposes:
 - 1) Entertainment expenses;
 - 2) Professional dues and/or subscriptions for use by any person other than those identified as Service Center professional staff in Exhibit B;
 - 3) Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles;
 - 4) Influencing or attempting to influence public officials;
 - 5) Partisan or nonpartisan political activity;
 - 6) To further the election or defeat of any candidate for public office; or,
 - 7) To provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
- C. The CONTRACTOR is the fiduciary under this Agreement and therefore is responsible for the administration and oversight of the Service Center.

BUDGET JUSTIFICATION

CENTER: TRITECH SBDC

YEAR: 2006

DESCRIPTION	ESTIMATED COSTS			TOTAL
	SBA	CASH MATCH	IN-KIND	
A. PERSONNEL				
Key personnel costs	82,433		12,559	94,992
Part-Time Professional staff	43,722	38,256		81,978
Clerical staff		41,276	3,730	45,006
Total Salaries & Wages	\$126,155	\$79,532	\$16,289	\$221,976
B. FRINGE BENEFITS				
Fringe Benefits	53,267	21,458.00	3,492	78,207
Total Fringe Benefits	\$53,267	\$21,458	\$3,492	\$78,207
C. TRAVEL				
In-State:				
Mileage @\$.405 / mile	5,820			5,820
Other In-State:				
State Meetings				0
ASBDC Meeting	9,500			9,500
Out-of-State				0
Total Travel	\$15,320	\$0	\$0	\$15,320
D. EQUIPMENT				
Total Equipment	\$0	\$0	\$0	\$0
E. SUPPLIES				
General office, operational and computer supplies	3,068			3,068
Total Supplies	\$3,068	\$0	\$0	\$3,068
F. CONTRACTUAL				
Total Contractual	\$0	\$0	\$0	\$0
G. CONSULTANTS				
Specialized Consulting	9,435	10,516		19,951
Total Consultants	\$9,435	\$10,516	\$0	\$19,951
H. OTHER				
Accounting Services				0
Advertising/Comm. Outreach			4,500	4,500
Conference Fees				0
Communications				0
Copying				0
Data Processing/Computer Software			38,460	38,460
Facility Operations/Leasing	6,000			6,000
Insurance				0
Library Purchases				0
Minor Equipment	600			600
Office Equipment Repair				0
Postage				0
Printing	600			600
Total Other	\$7,200	\$0	\$42,960	\$50,160
I. TOTAL DIRECT COSTS	\$214,435	\$111,506	\$62,741	\$388,682
J. Indirect Rate				
(39% HHS Rate - 4% Allowed)	8,577		48,765	57,342
TOTAL BUDGET	\$223,012	\$111,506	\$111,506	\$446,024

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-a

Date: March 21, 2006

Subject: Affiliation Agreement Renewals

Background: Presented for the Board's review and consideration are proposed affiliation agreement renewals between Riverside Community College District and various clinical facilities, Central City Lutheran Mission, dba H Street Clinic, Hernandez Small Family Home and Riverside Medical Clinic, to provide clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The term for each agreement begins between August 11, 2006 and September 12, 2006 with automatic annual renewals. Funding source: No cost to the District.

These agreement renewals have been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor, Instruction, and Virginia McKee-Leone, Interim Dean of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve these renewal agreements, beginning August 11, 2006 through September 12, 2006, with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign these agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

CLINICAL FACILITY AGREEMENTS

RECOMMENDED RENEWALS
NURSING EDUCATION

FACILITY	TERMS OF AGREEMENT	COST
Central City Lutheran Mission dba H Street Clinic	August 11, 2006 – Automatic renewals	No cost to the District
Hernandez Small Family Home	September 12, 2006 – Automatic Renewals	No cost to the District
Riverside Medical Clinic	September 1, 2006 – Automatic Renewals	No cost to the District

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 11 day of August, 2006, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the Central City Lutheran Mission dba H Street Clinic, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.

2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.

3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the CLINICAL FACILITY.
- (h) Use of the CLINICAL FACILITY library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from CLINICAL FACILITY Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the CLINICAL FACILITY and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,

affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus, Trivalent Polio and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean/Director of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.

- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S personal malpractice and liability insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (30) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement

may be terminated by either party at any time without cause giving (60) ninety days written notice to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College
4800 Magnolia Avenue
Riverside, California 92506-1299

CLINICAL FACILITY

Central City Lutheran Mission
dba H Street Clinic
1329 North "H" Street Suite 1354
Riverside, CA 92504-5039

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

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date:

CENTRAL CITY LUTHERAN MISSION DBA H STREET CLINIC

By: _____

Name:

Title: _____

Date: _____

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 12 day of September, 2006, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the Hernandez Small Family Home, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.

2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.

3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
- (g) As broad an experience as possible with opportunities for observation, participation, and independent activity involving client contact through the program(s) offered by the CLINICAL FACILITY.
- (h) Use of the CLINICAL FACILITY library resources and other educational materials.
- (i) Ultimate control and responsibility for supervision and oversight of client care at all times.

10. The COLLEGE shall have the right to requisition medical and surgical equipment from CLINICAL FACILITY Central Supply for use in connection with the Nursing Program. The cost of such use shall be borne by the COLLEGE and shall be subject to rules and regulations affecting all other users.

11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

12. The facilities for clinical experience in the care of clients shall be provided and included in the Nursing Program only upon mutual agreement of the CLINICAL FACILITY and COLLEGE.

13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,

affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus, Trivalent Polio and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean/Director of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.

- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S personal malpractice and liability insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (30) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement

may be terminated by either party at any time without cause giving (60) ninety days written notice to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College
4800 Magnolia Avenue
Riverside, California 92506-1299

CLINICAL FACILITY

Hernandez Small Family Home
1566 Heather Lane
Riverside, CA 92504-5517

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

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date:

HERNANDEZ SMALL FAMILY HOME

By: _____

Name:

Title: _____

Date: _____

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 1 day of September, 2006, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the Riverside Medical Clinic, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Registered Nurse Program, and a student Vocational Nurse Program both of which are herein combined and referred to as the "Nursing Program," and

WHEREAS, the Nursing Program has certain requirements for students to gain clinical experience while enrolled in the program, and

WHEREAS, the CLINICAL FACILITY maintains facilities which lend themselves to said clinical experience for students, and

WHEREAS, the COLLEGE and CLINICAL FACILITY desire to cooperate in the Nursing Program and to use the facilities of both institutions in connection therewith, and

WHEREAS, the CLINICAL FACILITY will retain ultimate responsibility for the care of the client, including adequate staffing requirements.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.

2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.

3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.

5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.

6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including enrollment, academic counseling, scheduling, attendance, accounting, and achievement records in connection with the Nursing Program, similar to those maintained for all other students in the Riverside Community College District.

8. The COLLEGE shall furnish copies of class schedules and student rotations in clinical assignments, reviewed by the Director of the Nursing Program after consultation with the Director of Nursing in the CLINICAL FACILITY.

9. The CLINICAL FACILITY shall provide the following:

- (a) Full cooperation on its part to help insure success of the Nursing Program;

- (b) The cooperation and counsel of the CLINICAL FACILITY administrative and professional staffs in the conduct of the Nursing Program;
- (c) Adequate space for individual and group conferences and reference space for the part of the Nursing Program to be carried on in the CLINICAL FACILITY;
- (d) Equipment and supplies needed for clinical instruction within the individual or several clinical divisions of the CLINICAL FACILITY where students are assigned.
- (e) Access to CLINICAL FACILITY policy and nursing procedure guides.
- (f) One nurse to function as preceptor during specific student practice session(s) as required for such specific areas of training. Nurses employed by the CLINICAL FACILITY and serving as “preceptors” will be selected in accordance with program/course requirements and CLINICAL FACILITY recommendations.
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11. The COLLEGE shall have the right to requisition expendable drugs from the CLINICAL FACILITY pharmacy for normal demonstration purposes. The cost of such drugs shall be borne by the COLLEGE.

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13. Should emergency treatment be necessary for students in event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department.

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality,

affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

16. The number of students participating in the Nursing Program who are assigned to the CLINICAL FACILITY shall be determined by mutual agreement of the parties.

17. Each student shall provide to COLLEGE documentation of health status including, but not limited to: a current health examination by a healthcare provider; annual documentation of a negative TB test, proof of current CPR certification, current immunizations for Rubella, Rubeola, Mumps, Varicella, Tetanus, Trivalent Polio and Hepatitis B.

18. Confirm that students understand that during participation in this Program they shall drive personal vehicles only in furtherance of that practice for homecare visits. Students are not authorized to drive any CLINICAL/HOSPITAL FACILITY vehicle, but may ride in such vehicles during their participation in this Program when driven by a Riverside Community College District approved driver.

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean/Director of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records

of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.

- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

21. Students enrolled in the Nursing Program are provided coverage under the COLLEGE'S personal malpractice and liability insurance in accordance with EXHIBIT A attached hereto and thereby incorporated herein. CLINICAL FACILITY shall be given notice, in writing, at least thirty (30) days in advance of cancellation, modification or reduction in coverage. COLLEGE shall meet insurance requirements through self-insurance or the purchase of coverage from a California Joint Powers Insurance Authority.

22. The COLLEGE shall indemnify and hold the CLINICAL FACILITY, its officers, agents and employees, free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any student, COLLEGE instructor, or personnel assigned to the CLINICAL FACILITY by the COLLEGE, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

23. The COLLEGE shall further indemnify and hold the CLINICAL FACILITY, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to worker's compensation for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel based or asserted in any claim or action by any student, COLLEGE instructor or personnel, their personal representative or heir, for any injury, illness, or wrongful death of any student, COLLEGE instructor or personnel during the period of time that they are assigned by the COLLEGE to participate in the approved program of the CLINICAL FACILITY. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

24. The CLINICAL FACILITY shall indemnify and hold the COLLEGE, its officers, agents, and employees free and harmless from any liability whatsoever, including but not limited to wrongful death, based or asserted, upon any acts or omissions of any employee of the CLINICAL FACILITY, relating to or in any way connected with or arising from the training of any student, during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

25. The CLINICAL FACILITY shall further indemnify and hold the COLLEGE, its officers, agents, and employees free and harmless from any liability whatsoever, including worker's compensation for any injury, illness, or wrongful death of any CLINICAL FACILITY employee based or asserted in any claim or action by any CLINICAL FACILITY employee, personal representative, or heir of any CLINICAL FACILITY employee during the period of time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement

may be terminated by either party at any time without cause giving (60) ninety days written notice to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

27. The CLINICAL FACILITY may provide training experience to students in other healthcare fields offered by the COLLEGE upon receipt by the CLINICAL FACILITY or requests for such training and administrative evaluations of the availability of CLINICAL FACILITY resources for the provision of such training. Any agreements to provide such additional areas of training may be incorporated into this Agreement through the attachment hereto of administrative letters setting forth terms and conditions specifically related to those areas of training and in accordance with the original terms and intent hereof.

28. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith other than as set forth in Paragraph 26 of this Agreement. This Agreement may be changed or modified only upon the written consent of the Parties hereto other than for procedural modifications not affecting the original intent of this Agreement which may be administratively implemented by mutual approval of the respective program directors of the CLINICAL FACILITY and COLLEGE.

29. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Notices. Any notices required to be given under this Agreement shall be given by regular mail, postage prepaid, addressed as follows:

COLLEGE

Riverside Community College
4800 Magnolia Avenue
Riverside, California 92506-1299

CLINICAL FACILITY

Riverside Medical Clinic

3660 Arlington Avenue
Riverside, CA 92506-3912

6405 Day Street
Riverside, CA 92507-0901

6780 Indiana Avenue Suite 250
Riverside, CA 92506-4288

7160 Brockton Avenue
Riverside, CA 92506-2614

6250 Clay Street
Riverside, CA 92509-6005

818 & 830 Magnolia Avenue
Corona, CA 92879

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

31. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce to interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration and Finance

Date:

RIVERSIDE MEDICAL CLINIC

By: _____

Name:

Title: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-b

Date: March 21, 2006

Subject: First Amendment to the Educational Agreement with UHS Corona Inc.

Background: Presented for the Board's review and consideration is a proposed first amendment to the educational agreement between Riverside Community College District and UHS Corona Inc., dba Corona Regional Medical Center, to provide a site for clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The term of this amendment is from June 6, 2006 through June 5, 2008. Funding source: No cost to the District.

This amendment has been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor, Instruction, and Virginia McKee-Leone, Interim Dean of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve this amendment, for June 6, 2006 through June 5, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign this amendment to the educational agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

FIRST AMENDMENT TO EDUCATION AGREEMENT FOR CONFIDENTIAL
CLINICAL EXPERIENCE PROGRAM

THIS FIRST AMENDMENT TO THE EDUCATION AGREEMENT FOR CLINICAL EXPERIENCE PROGRAM (this "Amendment") is effective the 6th day of June 2006 (the "Effective Date"), between UHS Corona Inc. d/b/a Corona Regional Medical Center (the "Hospital") and Riverside Community College (the "Institution").

RECITALS

1. The Hospital and the Institution have previously entered into an Education Agreement dated June 6, 2005 (the "Original Agreement") and this First Amendment dated June 6, 2006.
2. The Hospital and the Institution desire to make certain changes to the Original Agreement dated June 6, 2005 and this First Amendment dated June 6, 2006.

NOW, THEREFORE, in consideration of the mutual benefits contained in the Original Agreement and this First Amendment, the parties, intending to be legally bound, agree as follows:

1. RATIFICATION OF THE ORIGINAL AGREEMENT.

Other than as amended and restated pursuant to this Amendment, all other terms and provisions of the Original Agreement and this First Amendment are hereby confirmed and ratified and remain in full force.

2. EXTENSION OF TERM OF THE ORIGINAL AGREEMENT.

The parties agree to extend the term of the Original Agreement and subsequent amendments from June 6, 2006 to June 5, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Education Agreement to be duly executed and delivered as of the Effective Date.

UHS CORONA, INC. D/B/A
CORONA REGIONAL MEDICAL CENTER

By:

John A. Calderone, Ph.D.
Chief Executive Officer

RIVERSIDE COMMUNITY COLLEGE

By:

Dr. James Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-c

Date: March 21, 2006

Subject: Affiliation Agreement Renewal with Loma Linda University Medical Center

Background: Presented for the Board's review and consideration is a proposed renewal of an affiliation agreement between Riverside Community College District and Loma Linda University Medical Center to provide clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The term of this agreement is from March 1, 2006 through March 1, 2009. Funding source: No cost to the District.

This agreement renewal has been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor, Instruction, and Virginia McKee-Leone, Interim Dean of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify this agreement, from March 1, 2006 through March 1, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

AFFILIATION AGREEMENT

THIS AGREEMENT, is entered into between LOMA LINDA UNIVERSITY MEDICAL CENTER, a nonprofit religious corporation having its principal place of business at 11234 Anderson Street, Loma Linda, San Bernardino County, California, 92354 (hereinafter referred to as "LLUMC") and Riverside Community College having its principal place of business at 4800 Magnolia Avenue, Riverside, CA 92506-1299 (hereinafter referred to as "School"). LLUMC and School may be referred to herein cumulatively as "The Parties."

RECITALS

WHEREAS, LLUMC is a licensed and accredited acute care teaching hospital engaged in providing professional medical services to the community;

WHEREAS, School has established clinical education programs as listed in Exhibit "A" which is attached hereto and incorporated herein by reference (hereinafter "Program") that require the School's students to receive special on site, hands on clinical training;

WHEREAS, the Program depends upon clinical education facilities where student(s) can obtain hands on clinical learning experience and training required by the Program's curriculum in order to assure the students are prepared for their respective profession;

WHEREAS, LLUMC has the clinical education facilities and setting to assist the School's student(s) to fulfill the clinical education requirements of the Program;

WHEREAS, the Parties hereto wish to cooperate for the purpose of improving the educational experience and teaching of the School's student(s) enrolled in the Program in order to ultimately provide a continuity and supply of qualified personnel for the future which will benefit the Parties and the community;

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE I.

TERM OF AGREEMENT

A. Recitals. The foregoing Recitals are hereby incorporated by this reference as though fully set forth at length herein.

B. Term of Agreement. This Agreement will be effective from March 1, 2006 and shall continue in effect until March 1, 2009; provided, however, that either Party may terminate this Agreement at any time upon giving the other Party ninety (90) days' written notice of its intention to terminate. Should notice of termination be given, students assigned to LLUMC shall be permitted to complete their previously scheduled assignments then in progress at LLUMC, subject to the business necessity of LLUMC.

ARTICLE II.
RESPONSIBILITIES OF THE SCHOOL

A. Selection of Students. The School will select only student(s) for assignment to LLUMC who have completed all academic requirements necessary to competently fulfill the clinical education assignments and responsibilities involved in the applicable Program. LLUMC shall, in its sole discretion, have the right to decline to accept any student(s) selected by the School.

B. Student List. The School will provide LLUMC with the names of the student(s) selected to participate in the Program's clinical education experience at LLUMC. Information on the student's level of experience and competency, and such other educational data as may be required by LLUMC for evaluation should be made available to LLUMC upon request. Such information, and student selection list, shall be provided to the LLUMC Staff Development office no later than thirty (30) days prior to the arrival of the student(s) at LLUMC.

C. Authorized Activities. The School shall prepare a description of the Program's clinical education requirements and a list of the types of clinical education assignments and/or professional activities which the student(s) is authorized by School to perform during the Program's clinical experience at LLUMC. This description of the program and list of authorized activities shall be referred to as the Program Plan, which is attached to this Agreement as Exhibit "B" and incorporated herein by reference.

D. Supervising Faculty Member. The School will designate a supervising faculty member to coordinate with a clinical coordinator of LLUMC, each of whose names and titles shall appear as the persons to "notify" under this Agreement. The supervising faculty member coordinating assignment of student(s) to the LLUMC will instruct each of the students in the responsibilities incumbent on the student(s) during assignment to the Program at LLUMC and will advise such student(s) of activities prohibited by School, by LLUMC or by law. Each student(s) will be provided this information in writing and will be required to acknowledge, in writing, that he/she understands the same. The supervising faculty member and the LLUMC clinical coordinator shall together coordinate the clinical or practicum schedule of each student participating in the Program at LLUMC and shall confer with each other while the student participates in the Program's clinical education experience. In addition, the supervising faculty member, in concert with the LLUMC clinical coordinator, is responsible for counseling and/or advising student(s) regarding the clinical, practicum or fieldwork responsibilities during the period of assignment.

E. Evaluation Notification. School will provide the LLUMC clinical coordinator with an evaluation tool at the beginning of the Program's clinical education experience for each student(s) assigned to LLUMC. Moreover, the LLUMC clinical coordinator will be notified thirty (30) days in advance of the date the evaluation is due to the supervising faculty member at School.

F. Student Conduct. The supervising faculty member will provide the LLUMC clinical coordinator with a copy of the School's Student Information Booklet or Student Handbook. Student(s) will be governed by the policies delineated in this Booklet or Handbook

and by all relevant LLUMC policies and procedures. Furthermore, while at LLUMC, student(s) are expected to conduct themselves in a professional manner. Student(s) attire, as well as their appearance, must conform to and abide by the accepted standards and policies of LLUMC.

G. Student Health Certification. The School will require that its student(s) present medical certification to LLUMC that they are immune from measles, mumps, and rubella, varicella, have completed the Hepatitis B vaccination series, have had a timely negative TB test (or chest x-ray physician report) and have undergone a physical examination within the year immediately prior to beginning their program rotation at LLUMC. Moreover, the School shall also provide evidence of each student's ability to perform the essential functions of the clinical education experience/practicum to which the student(s) is assigned. If a student does not meet the requirements of this paragraph he or she will not be permitted to commence or continue their program rotation at LLUMC.

H. Student Insurance. The School shall assume full responsibility for requiring each student to arrange for their own health insurance for injuries or illnesses suffered by student(s) when not provided by the School for the period of time the student(s) is at LLUMC. It is understood and agreed that LLUMC shall not be responsible for providing any type of insurance coverage, including worker's compensation coverage, for any and/or all student(s) who choose to participate in the Program's clinical education experience at LLUMC. If a student does not meet the requirements of this paragraph he or she will not be permitted to commence or continue their program rotation at LLUMC.

I. Insurance. The School shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

1. Professional Liability And General Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
2. Workers' Compensation coverage covering School's full liability as required under state law.
3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of School. The School, upon the execution of this Agreement, shall furnish LLUMC with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to LLUMC of any cancellation of the above coverage.

J. Indemnification. The School hereby agrees to defend, indemnify, and hold harmless LLUMC from any liability or damages LLUMC may suffer as a result of claims, demands, costs, or judgments against it resulting from the operation of program covered by this Agreement resulting from the negligence of the School, its employees, students, or authorized agents. LLUMC agrees to give the School notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby. School agrees to assume full responsibility for

cost or replacement of equipment and/or property that is damaged due to negligence on the part of the School students or faculty.

K. Accreditation. School warrants that it is accredited and will maintain accreditation in good standing with the State agency of applicable jurisdiction over School and/or the higher education accreditation association for the region where School is located.

L. Background Checks. All students who are assigned to LLUMC shall have had a background check performed under the direction, and at the sole cost, of the School in accordance with applicable State caregiver background check law and LLUMC policy. The results of the background check must contain clearance for the past 7 years, covering 3 counties minimum including San Bernardino County, Office of Inspector General (OIG), Social Security number, two names, addresses, and sex offender database. The School will evaluate and determine if an individual is barred from performing clinical assignments and responsibilities at or in the clinical education site(s). The School will use the following list of prohibited, unacceptable offenses to make this determination: murder, sexual offenses, felonies involving weapons and/or violence, felony assault, felony possession and furnishing (without certificate of rehab – both drugs and alcohol), misdemeanors reflecting conduct that would make one unacceptable for employment by LLUMC including, but not limited to, crimes of theft or fraud, physical violence or sexual misconduct.

ARTICLE III.

RESPONSIBILITIES OF LLUMC

A. Number of Students. LLUMC agrees to accept qualified student(s) in both a minimum and maximum number as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference.

B. Clinical Coordinator. LLUMC will provide the School with the name and, if requested, the professional and academic credentials of the individual(s) who will serve as the clinical coordinator(s) of the Program's clinical education experience.

C. Program Requirements. The Program Plan, which is a description of the Program's clinical education requirements as defined by the School, is attached to this Agreement as Exhibit "B" and incorporated herein by reference. LLUMC agrees to work with the student(s) to assure that such requirements are followed and documented during the period the student(s) is assigned to LLUMC. LLUMC shall endeavor to provide clinical education experiences and opportunities in accordance with the requirements of the Program as presented in the Program Plan. LLUMC will also provide the facilities and supplies required by the student(s) to participate in the Program's clinical education experience. In the event of a conflict between the terms of this Agreement and the terms of any appendix to this Agreement, the provisions of this Agreement shall prevail.

D. Program Schedule/Rotation. The clinical internship schedule or rotation for the student(s) will be mutually agreed upon by the School and LLUMC to assure that the requirements of the School will be met. Therapeutic, diagnostic or other procedures prohibited by applicable laws or statutes of the State of California are precluded.

E. Evaluation. At specified intervals and at the conclusion of each student's clinical education experience, the LLUMC clinical coordinator will provide the supervising faculty member(s) with an evaluation of each student's performance in a form satisfactory to the School.

F. Student Status. Students assigned to LLUMC shall not be considered as employees of LLUMC. LLUMC will not provide the student(s) with any salary or benefits during the Program's clinical education experience at LLUMC. LLUMC will provide no financial reimbursement to School nor to the student(s). LLUMC shall not be responsible for any medical, travel, housing, meals or other expenses of the student(s). Student(s) shall have no right or claim against LLUMC for any social security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave or any other employee type benefit of any kind. In addition, this Agreement is not a third-party beneficiary contract and confers no rights upon any student or employee of the Parties.

G. Student Withdrawal. LLUMC will recommend to the School the withdrawal of a student from the Program if the achievement, progress, adjustment or health of the student does not warrant a continuation at LLUMC, or the behavior of the student fails to conform to the applicable rules, policies or procedures of LLUMC. LLUMC reserves the right, exercised in its sole discretion after consultation with the School, to discontinue a specific student(s) participation in the Program and to exclude such student(s) from its premises in the event such student's conduct or health is deemed objectionable or detrimental for any reason. Any unacceptable conduct of the student(s) should be reported to the supervising faculty member(s) immediately. Any corrective action or discipline taken by LLUMC toward the student(s) will be governed by LLUMC policies and procedures. Since the student(s) is neither an employee nor a staff member, it is understood and agreed that the student(s) approval to obtain clinical education experiences at LLUMC shall not entitle the student(s) to any hearing or appeal process at LLUMC other than as stated herein.

H. Insurance. LLUMC shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

1. Professional Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
2. General Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
3. Workers' Compensation coverage covering LLUMC's full liability as required under state law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this section shall not in any way limit the liability of LLUMC. LLUMC, upon the execution of this Agreement, shall furnish School with certificates evidencing compliance with these insurance requirements upon request. Certificates shall further provide for thirty (30) days advance written notice to School of any cancellation of the above coverage.

I. Indemnification. LLUMC hereby agrees to defend, indemnify, and hold School, its officers, agents and employees and its students harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees and court costs), lawsuits, judgments, awards or claims for injuries to persons, including death, and damage to property, resulting from the performance of this Agreement, but only in proportion to, and to the extent, that any and all such liability, loss, expenses (including reasonable attorneys' fees and court costs), lawsuits, judgments, awards or claims are caused by or result from the negligence or intentional acts or omissions of LLUMC, its employees, or agents. School agrees to give LLUMC notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

ARTICLE IV. GENERAL PROVISIONS

A. Non-Discrimination. The School and LLUMC agree that neither will discriminate unlawfully against a beneficiary of services in the performance of this Agreement on the basis of gender, race, color, national origin, creed, religion, veteran's status or disability. The School understands that LLUMC is a religious nonprofit corporation operated as an entity of the Seventh-day Adventist Church and holds various rights and exemptions as a religion organization under federal and state laws and the Religion Clauses of the federal and California Constitutions.

B. Removal from LLUMC Clinical Education Experience. Student(s) not complying with the academic requirements of the School or the requirements and policies of LLUMC will be removed from the Program's clinical education experience after notification of the supervising faculty member(s) and after discussion with the LLUMC clinical coordinator(s). Student(s) will be provided an opportunity for an informal appeal of any such decision. The mechanism for such appeal shall be via a written document signed and dated by the student(s) explaining the facts and proposed resolution which shall be submitted no later than three (3) days after the student(s) is notified of the decision to remove the student(s) from the Program. The original document shall be forwarded to the LLUMC clinical coordinator with copies to the supervising faculty member at School. The LLUMC clinical coordinator and the School's supervising faculty member shall confer regarding the documentation. The final decision regarding the appropriateness of the removal or reinstatement and/or any other requirements shall rest with the LLUMC clinical coordinator and shall be final and binding.

C. HIPAA Compliance. School agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). School shall not use or further disclose any protected health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. School will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement.

School will promptly report to Hospital any use or disclosures, of which School becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that School contracts with any agents to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

D. Student Relationship. The relationship of any participating student(s) and LLUMC is that of a student of the School, and nothing contained herein shall be construed as creating any other relationship of any nature, including, but not limited to, an employment relationship of any nature, between any student(s) and LLUMC.

E. Assigned Program Experience. The School and LLUMC agree that participating student(s) may engage only in those School authorized activities that are listed in the Program Plan, which is attached to this Agreement as Exhibit "B" and incorporated herein by reference, which are permitted by applicable law and are of a type approved by LLUMC.

F. Assignment. Other than as previously stated herein, neither this Agreement nor any duties or obligations under this Agreement may be assigned or transferred without the prior written consent of the other Party. Furthermore, student(s) also may not assign or transfer their clinical education experience obligations and/or rotation(s) to anyone without the prior written consent of the LLUMC clinical coordinator.

G. Cooperation of Parties. The Parties agree to comply with all reasonable requests of the other and to provide access to all documents reasonably necessary to the performance of each Parties' respective obligations under the terms and conditions of this Agreement.

H. Notices. Any notices to be given hereunder by either Party to the other may be effected in writing either by personal delivery, by mail, registered or certified postage prepaid with return receipt requested, or by Federal Express or similar/like courier service. Mailed notices shall be addressed to the Parties as listed below but each Party may change their address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after deposit thereof in the United States mail as shown on the addressee's registry or certificate of receipt; and notices sent by Federal Express or similar/like courier service will be deemed communicated one day after deposited with Federal Express or similar/like courier or one of its agents.

LLUMC: Helen Staples-Evans, R.N., M.S., C.N.A.
Staff Development Department

Loma Linda University Medical Center
11234 Anderson Street
Loma Linda, California 92354

Copy To: Office of General Counsel of LLUMC
Legal Counsel
P.O. Box 2000
Loma Linda, California 92324

School: Riverside Community College
4800 Magnolia Avenue
Riverside, CA 92506-1299

I. Entire Agreement of Parties. This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto with respect to the content of this Agreement and contains all the covenants and agreements between the Parties with respect thereto 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.

J. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. The Parties shall abide by all federal and state laws, regulations, rules and ordinances relating to the subject matter described herein.

K. Drug-Free Workplace. School agrees to comply with the Drug Free Workplace Policy of LLUMC. School's signature affixed to this Agreement certifies that School shall require that the School's faculty, agents and student(s) shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances while engaged in clinical education experiences at LLUMC or while this Agreement is in force.

1. Copy of Drug-Free Workplace Policy. School acknowledges receipt of a copy of the "Drug-Free Workplace Policy" (hereinafter "Policy") of LLUMC concurrent with signing of this Agreement.

2. Compliance with Policy. School's signature affirms that School has read, understands, and agrees to abide by and to require its faculty, agents and student(s) to abide by the Policy as a condition of this Agreement.

3. Criminal Drug Violation Notice. School's signature affirms the understanding and agreement that any conviction of student(s) or any agent(s) of School of a criminal drug statute for a violation occurring on the premises of LLUMC must be reported to LLUMC's Administrative Director of Human Resources within five (5) days of any conviction and, in turn, the LLUMC's Administrative Director of Human Resources shall notify the appropriate Federal agency(ies) within ten (10) days after learning of the conviction. By such

signature, School also agrees to require School's faculty, agents and student(s) to abide by the five (5) day notice requirement and to notify School's faculty, agents and student(s) of the requirement of LLUMC to notify the appropriate Federal agency(ies) within ten (10) days after learning of any such conviction.

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

M. Successors. The terms contained herein shall be binding upon and shall inure to the benefit of the Parties, their respective assigns, executors, administrators, heirs, and successors.

N. Waiver or Failure of a Condition. The waiver or any failure of condition shall not operate as nor be construed to be a waiver of a subsequent failure of the same or other condition.

O. Captions. Captions herein are used solely for reference and as a matter of convenience, and in no way bind, limit, or describe the scope or intent of any provision.

P. Counterparts. This Agreement may be executed in counterparts, each of which if so executed shall be deemed to be an original; the counterparts shall together constitute a single Agreement.

Q. Status of Parties. LLUMC and School shall not, by virtue of this Agreement, in any way be deemed to or construed to create a single employer, a joint venture or a joint employer relationship.

R. Survival of Termination or Expiration of Agreement. The Parties agree that the obligations, covenants, agreements and rights of the Parties as set forth in Article II, Paragraphs (I)-(J) and (J)-(K); Article III, Paragraphs (H) and (I); and Article IV, Sections, (C), (D), (G), (L) and (M) shall survive any termination or expiration of this Agreement.

S. Force Majeure. If either LLUMC or School is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of either LLUMC or School, such non-performing Party shall be excused the performance of the other Party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.

T. Mission Statement. LLUMC is committed to its Mission to continue the healing and teaching ministry of Jesus Christ -- "To Make Man Whole," Such commitment is embodied in all LLUMC agreements. As such, School understands and agrees that all students are to behave in accordance with the standards of conduct and ethics which are not in conflict with the ethics, principles, and philosophy of the Seventh-day Adventist Church. School also acknowledges receipt of a copy of the LLUMC Mission Statement concurrent with signing this Agreement.

IN WITNESS WHEREOF, by their signature below, each of the individuals represent that they have the authority to execute this Agreement and do hereby consent to the foregoing and bind the Party on whose behalf their execution is made.

SCHOOL: Riverside Community College

LLUMC:

By:

Dr. James Buysse

(Print Name)

(Sign Name)

Title: Vice Chancellor, Administration and Finance

Date: _____

Designated Supervising Faculty Member:

Name:

Sandra Baker, MSN, RN

(Print)

(Signature)

Title: Dean/Director, Nursing Education

Address:

4800 Magnolia Avenue

Riverside, CA 92506-1299

Telephone: (951) 222-8818

Fax:

By: Daniel Giang, M.D.

(Signature)

Title: Vice President, Medical Administration

Date: _____

Designated Clinical Coordinator:

Helen Staples-Evans, RN, MS, CNA

(Signature)

Title: Administrative Director, Staff Development

Address:

11234 Anderson Street

Loma Linda, CA 92354

Telephone: (909) 558-3500

Fax: (909) 558-3541

EXHIBIT A

- A. The Programs which are the subject of this Agreement are as follows:
- (I) Nursing
 - (ii) Emergency Medical Services – Paramedic Training Program
 - (iii)
 - (iv)
- B. The minimum and maximum number of student(s) which LLUMC will accept for each of the Programs set forth above are as follows:
- (i) 0-10, per semester and with prior approval of LLUMC Staff Development
 - (ii) 0-5, per session depending on student slot availability, and with prior approval from LLUMC Paramedic Liaison Nurse
 - (iii)
 - (iv)

In the event any additional Program(s) is added to this Affiliation Agreement between the School and LLUMC, then this Exhibit “A” shall be supplemented to reflect the inclusion of such additional program(s).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-d

Date: March 21, 2006

Subject: Affiliation Agreement Renewal with Community Hospital of San Bernardino

Background: Presented for the Board's review and consideration is a proposed renewal of an affiliation agreement between Riverside Community College District and Community Hospital of San Bernardino to provide clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The term of this agreement is for two years, commencing March 1, 2006 through February 28, 2008. Funding source: No cost to the District.

This agreement renewal has been reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice Chancellor, Instruction, and Virginia McKee-Leone, Interim Dean of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify this agreement, for March 1, 2006 through February 28, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement is made and entered into by and between Community Hospital of San Bernardino, a California nonprofit public benefit corporation (“Hospital”) and Riverside Community College District (“Entity”).

RECITALS

A. Catholic Healthcare West (“CHW”) owns and operates acute care hospitals and ancillary facilities, and is the sole corporate member of Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, (“Program”) and such Program requires field experience in acute care hospital facilities and clinical facilities (“Facilities”).

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity’s Program (“Students”) to use Hospital’s clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I

General Information

1. The program is an educational Program of Entity and not Hospital’s program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital’s rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will be accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A, which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

ARTICLE II

Non-Discrimination

2. Neither Entity nor Hospital shall discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

ARTICLE III

Responsibilities of Entity

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or in a form or format acceptable to Hospital.

3.1 Entity shall maintain the health certification documentation for each Student for the time the Student is in training at Hospital plus at least one year beyond the date the Student completed training at Hospital.

3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program, who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health threat. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity ensures all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and their complying with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

- 3.9 Entity shall notify all Program Students that they are required to:
- 3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;
 - 3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;
 - 3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;
 - 3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;
 - 3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;
 - 3.9.6 Maintain the confidentiality of patient information; and
 - 3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.
- 3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.
- 3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.
- 3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their responsibilities hereunder. Entity shall at all times during the term of this Agreement have a business license, current with the city or other jurisdiction in which Entity is located (as determined by Entity's business address), and shall provide Hospital with a copy of its current validated business license. Entity shall obtain and maintain a certificate of qualification from the Secretary of State of the state in which Entity is conducting business prior to execution of this Agreement.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 Entity represents and warrants that Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and that Entity, nor any Student, employee, agent, or other Entity personnel performing services hereunder appears on said list

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has conducted a criminal background check to include as a minimum, a state and county criminal history investigation and a state sex offender search where the Student resides and where the Hospital is located. Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E. Entity shall provide Hospital with an executed original of the Criminal Background Verification, attached hereto as Exhibit F, prior to any Student's participation in the Program.

ARTICLE IV

Hospital's Responsibilities

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The person at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Entity coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

ARTICLE V

Independent Contractors

5. The parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among the Entity, Entity Coordinator, Hospital, and/or Students, but rather as an agreement by and between independent contractors. Hospital shall not assume any liability under any employment or workers' compensation law based on Students performing services, receiving education or traveling pursuant to this Agreement.

ARTICLE VI

Insurance

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicles and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Each Student shall procure at his or her sole expense professional malpractice insurance with an approved California insurance company with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. In the event that professional liability policy is a claims made policy, Student shall purchase a

“tail” policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said “tail” policy shall have policy limits in an amount not less than the primary professional liability policy.

6.3 Each Student shall also procure at his or her own expense adequate health care coverage to cover all necessary medical care. Hospital shall assume no responsibility for providing or paying for Student’s medical care.

6.4 Entity shall procure and maintain Workers’ Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.5 Hospital will participate in the Catholic Healthcare West Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE V11

Indemnification

7. Entity hereby agrees to defend, indemnify and hold harmless CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Entity, its Students, faculty, agents or its employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Entity’s obligations hereunder.

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE VIII

Term of Agreement

8. This Agreement is for a term of two (2) years commencing on March 1, 2006. and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

8.2 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

ARTICLE IX

Compliance with Laws and Standards of Conduct

9.1 Entity and Students shall comply with any and all federal, state and local laws, rules, and regulations (collectively, "Laws") applicable to Entity, its faculty, agents, and Students, the provisions of the Program and Hospital. Entity further represents and warrants that Entity and Students shall comply with the Joint Commission on Accreditation for Healthcare Organizations ("JCAHO") standards that apply to Hospital.

9.2 Entity shall comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall

immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.3 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.4 HIPAA Compliance.

a. Entity and Students may receive or acquire from Hospital “protected health information” (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively “HIPPA”). Entity agrees that all PHI acquired as a result of Students’ training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students’ training at Hospital.

b. At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students’ essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

c. If Entity becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure.

d. Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by School.

e. The terms of this Section shall survive the expiration or termination of this Agreement.

9.5 Standards of Conduct. Entity and Students acknowledge that they have reviewed or will review the Catholic Healthcare West Standards of Conduct (the “Standards of Conduct”), a copy of which is available from Hospital’s administration. Entity and Students shall comply with the Standards of Conduct to the extent they relate to the provision of the Program, the obligations of Entity and Students under this Agreement, or the business relationships or dealings between Entity, Students, and Hospital, any Affiliates or any of their respective directors, officers, employees, contractors, agents or suppliers of any kind.

ARTICLE X

Confidentiality of Information

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

ARTICLE XI

Ethical and Religious Directives

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to Statement of Common Values for Community Sponsorship, as approved by Catholic Healthcare West (the “Statement”) a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Statement conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE XII

General Provisions

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12-2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the state of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of California, not the law of conflicts.

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital:

Community Hospital of San Bernardino
1805 Medical Center Drive
San Bernardino, CA 92411
Att: President

Copy to:

Catholic Healthcare West
251 South Lake Avenue, 8th Floor
Pasadena, CA 91101-4842
Att: VP, Associate General Counsel

If directed to Entity:

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92056
Att: Angie Fawson

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural.

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12-9 Waiver of Breach. The waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO EDUCATIONAL AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

HOSPITAL:

Community Hospital of San Bernardino,
a California nonprofit public benefit
corporation

Date: _____, 2006

By: _____

Its: _____

ENTITY:

Riverside Community College District

Date: _____, 2006

By: _____ Dr. James Buysse

Its: _____ Vice Chancellor, Administration and Finance

EXHIBIT A

1. Program Specialty: Licensed Vocational Nursing; Associate Degree Nursing
2. Length of Field Training:
3. Maximum Number of Students at Any One Time:
4. Educational Objectives Set by Entity: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
5. Entity Coordinator's Name: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
6. Hospital's Coordinator's Name:

EXHIBIT B

Student Enrollment Form

This form should be completed at least two weeks prior to the Student's Starting Date.

Student's Name:

Training Dates:

Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate
Company:

Health Certifications (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- (e) Evidence of current (within the past ten years) tetanus toxoid.

Check here if the student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.

EXHIBIT C

Student Confidentiality Statement

The undersigned hereby recognizes that medical records, patient care information, personnel information, reports to regulatory agencies and conversations between or among any healthcare professionals in any way associated with Hospital, its patients and my activities while a Student at Hospital, are considered privileged and should be treated with utmost confidentiality.

If it is determined that a breach of confidentiality has occurred as a result of my actions, I recognize that I may be liable for damages that result from such a breach and that I shall no longer be allowed to participate in Program at Hospital.

Signed: _____

Date: _____

EXHIBIT D

Ethical and Religious Directives

See attached.

EXHIBIT E

Joint Commission on Accreditation of Healthcare Organizations Requirement

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92056

In 2004 the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”) implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. As per our contract with you, it will be the responsibility of the Entity to conduct the criminal background check for each Student, Entity employee, or agent prior to their presence on our campus. Any Student, Entity employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, as attached hereto as Exhibit E-1 shall not participate in the Program unless and until Hospital agrees to accept said Student, Entity employee, or agent in writing.

Your signature on the attached document acknowledges your knowledge of and compliance to this new standard under the responsibilities defined in the contract with you. Please sign and date the attached form and return with the signed Agreement by _____ to:

Name : _____
Address : _____
 : _____

Thank you,

Name : _____
Title : _____
Date : _____

EXHIBIT E-1

Background Screening Scoring Guidelines

Definitions

- Non-Conviction: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - Passing: Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - Failing: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - Provisional: Any active or pending case.
- Passing Disposition: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- Failing Disposition: Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld) that has not led to the case being dismissed.
- Healthcare Related Misdemeanor: Any Misdemeanor crime, including but not limited to the following categories:

Theft	Assault and/or Battery	Contributing to Delinquency
Embezzlement	Simple Assault	Any child-related sexual activity
Forgery	Domestic Violence	Any nonconsensual sexual activity with child or adult
Fraud	Resisting Arrest	Sale and/or possession of a controlled substance
Misuse of Credit Card	Obstructing Officer	Public Intoxication/drunkenness
Unauthorized Use	Evade Officer/Lawful Arrest	Elder abuse/neglect
Shoplifting	Weapons Charges	Arson
Receiving Stolen Property	Stalking	
Unemployment or Worker's Compensation Fraud	Menacing	
Worthless Check	Child Abuse/Neglect	
	Child Endangerment	

Pass

Score all candidates as “Pass” for the following conditions:

- Any Misdemeanor or Felony offense with a disposition date older than 7 years, with the exception of any Misdemeanor or Felony violent crimes, nonconsensual sexual crimes and crimes against children with a Failing Disposition.
- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any Misdemeanor Marijuana offense over two years old in the state of California.
- Any misdemeanor (or lower) traffic violations.

MUST ADVISE HOSPITAL AND REQUEST CONSIDERATION PURSUANT TO THE FOLLOWING SCORES:

Provisional

Score all candidates as “Provisional” for the following conditions:

- Any Healthcare Related Misdemeanor or Felony case that is currently active or pending.
- Any SSN Trace where SSN was reported used in Death Benefits Claim.
- Any outstanding warrants.
- Any other finding determined to be significant enough for further review.

Fail

Score all candidates as “Fail” for the following conditions:

- Any cases with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last seven (7) years.

Any Healthcare Related Misdemeanor crime with a Failing Disposition within the last seven (7) years (except in California, exclude misdemeanor marijuana convictions more than two (2) years old).

Any Controlled Substance Offence with a Failing Disposition within the last seven (7) years (except in California, exclude misdemeanor marijuana convictions more than two (2) years old).

EXHIBIT F

Criminal Background Verification

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92056

As an authorized agent and representative of the above Entity. I acknowledge the Entity's responsibility for completion of the criminal background check of all Students prior to their presence on your premises. Additionally, I understand that the Entity's responsibility is pursuant to the terms of the agreement and under compliance with JCAHO Standards and State and Federal Regulations, and Entity agrees to comply with this new standard for all new Students participating in the Program beginning the date of the attached letter from Hospital.

Signature _____
Printed Name _____
Title _____

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-a

Date: March 21, 2006

Subject: Agreement with Riverside County Community Health Agency

Background: Presented for the Board's review and consideration is a request for continued participation by Riverside Community College District Early Childhood Education (ECE) in the Medi-Cal Administrative Activities through the California Department of Health Services (CDHS). This program allows RCCD Early Childhood Education faculty and the Children's Center lab staff to share Medi-Cal eligibility information with the Children's Center client families and adult students in our college courses. CDHS is responsible for submitting Medi-Cal Administrative claims for reimbursable activities. RCCD ECE is able to claim reimbursable time for on-campus outreach efforts. Medi-Cal Administrative Activities by RCCD has been determined to be an effective method of assuring the availability, accessibility, coordination, and appropriate utilization of required health care resources to Medi-Cal eligible individuals served by RCCD. Four sample weeks are measured during a twelve-month time span for annual reimbursements to be calculated. This renewal is effective July 1, 2004 through June 30, 2007. In consideration of services provided by CDHS, RCCD will pay CDHS an annual administrative fee (flat fee) in the amount of \$3,013.00. The administrative fee is subject to change each year in accordance with Exhibit B, Calculation of Annual Administrative Fee. Funding source: Fund 33, Child Development Program.

The personnel involved in the control of this contract do 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.

Recommended Action: It is recommended that the Board of Trustees ratify the contract, from July 1, 2004 through June 30, 2007, which includes a fee of \$3,013.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

Article I. COUNTY OF RIVERSIDE
 COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



DEPT/BRANCH/PROGRAM: CHA/Fiscal Services Division		CONTRACT NO.: 06-009		RFP NO.: -----
FUND: 65720	DEPARTMENT ID 4200100000	PROJECT-GRANT -----	PROGRAM: -----	CLASS/LOCATION 6572-
CONTRACT AMOUNT: \$3,013		PERIOD OF PERFORMANCE: July 1, 2004 through June 30, 2007		
COUNTY CONTACT: Isabel Michaelis (951) 358-5054				
CONTRACTOR REPRESENTATIVE Deborah Whitaker-Meneses, Associate. Dean (909) 222-8434				
PROGRAM NAME Medi-Cal Administrative Activities (MAA) Program				

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, hereinafter referred to as COUNTY, and Riverside Community College District through its Childhood Development Center hereinafter referred to as DISTRICT.

WITNESSETH:

WHEREAS, COUNTY is a single County agency responsible for submitting Medi-Cal Administrative claims to the California Department of Health Services (CDHS); and

WHEREAS, the DISTRICT is desirous to participate in the MAA program.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 5, Exhibit A, Exhibit B, and Attachment A attached hereto and incorporated herein.

DISTRICT

COUNTY

By _____
 James L. Buysse

By _____
 Gary M. Feldman, M.D., Director

Date _____

Date _____

4800 Magnolia Avenue
Riverside, CA 92506-1299

1. STATEMENT OF PURPOSE:

1.1 This Agreement is made and entered between DISTRICT and COUNTY to assure compliance with the State of California and Federal requirements under the State of California Department of Health Services (CDHS) Contract #04-35102 and subsequent amendments, Title XIX Medi-Cal Claiming, between the CDHS and the County of Riverside Community Health Agency.

2. STATEMENT OF NEED:

2.1 The purpose of this Agreement is to ensure a more efficient administration of the State Medi-Cal Plan. The provision of Medi-Cal Administration by the DISTRICT has been determined to be an effective method of assuring the availability, accessibility, coordination, and appropriate utilization of required health care resources to Medi-Cal eligible individuals served by the DISTRICT.

2.2 Medi-Cal administration is the necessary administrative cost incurred in providing services to Medi-Cal eligible individuals as defined in 42CFR 435.1001(a).

3. COMPENSATION:

3.1 In consideration of services provided by COUNTY, DISTRICT will pay COUNTY an annual administrative fee (flat fee) in the amount of three thousand, thirteen dollars (\$3,013). The administrative fee is subject to change each year in accordance with Exhibit B, CALCULATIONS OF ANNUAL ADMINISTRATIVE FEE.

4. AVAILABILITY OF FUNDING:

4.1 It is mutually agreed and understood that the availability and effectiveness of this Agreement is contingent upon the availability of Federal financial participation.

5. TERM:

5.1 The term of this Agreement shall be from July 1, 2004 through June 30, 2007, except that either party to this Agreement may terminate its obligations hereunder as set forth in Section 9, TERMINATION. This Agreement may be renewed through the amendment process.

6. HOLD HARMLESS/INDEMNIFICATION:

6.1 DISTRICT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "COUNTY'S" Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death based or asserted upon any services of DISTRICT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and DISTRICT shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the COUNTY'S Indemnified Parties in any claim or action based upon such liability.

6.2 COUNTY shall indemnify and hold harmless the DISTRICT, its officers, employees, subcontractors, agents or representatives (the "DISTRICT'S" Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death based or asserted upon any services of COUNTY, its Agencies, Districts, Special Districts and Departments, their representative directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement and COUNTY shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation,

defense and settlements or awards, on behalf of the COUNTY'S Indemnified Parties in any claim or action based upon such liability.

6.3 With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

6.4 Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

6.5 The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

6.6 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

7. INDEPENDENT CAPACITY:

7.1 Each party shall act in an independent capacity and not as an officer, employee, or agent of the other.

8. RECORDS:

8.1 DISTRICT agrees that sufficient records, files, and documentation shall be maintained concerning the performance of this Agreement, and shall be accessible to COUNTY for review or audit upon reasonable notification to DISTRICT.

9. CONFIDENTIALITY:

9.1 Both Parties hereto shall maintain the confidentiality of any and all patient records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure.

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

9.3 Both Parties hereto shall observe all Federal, State and COUNTY regulations concerning confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPPA) of 1996, concerning the security and confidentiality of patient record.

10. FORCE MAJEURE:

10.1 Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God.

11. TERMINATION:

11.1 This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate. DISTRICT further understands and agrees that failure of DISTRICT to follow the conditions of this Agreement will result in exclusion of the DISTRICT from the program upon the giving by COUNTY of thirty (30) days written notice.

12. ASSIGNMENT:

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

13. ALTERATION:

13.1 No alteration or variation of the terms of this Agreement shall be valid unless and until made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

14. NOTICES:

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

COUNTY:

County of Riverside Community Health Agency
ISS Procurement & Contracts Administration
4065 County Circle Drive
Riverside, CA 92503

DISTRICT:

Riverside Community College District
Childhood Development Center
4800 Magnolia Avenue
Riverside, CA 92506-1299

EXHIBIT A
SCOPE OF WORK

1. RESPONSIBILITIES DISTRICT: To meet specific needs of this Agreement, as described in Section 2, above, the DISTRICT will perform the following activities:

1.1 Provide, as requested by COUNTY, the information necessary to request federal funds available under Medi-Cal Administrative claiming.

1.2 Provide the COUNTY with completed MAA invoices and expenditure information to include in its summary MAA claim no later than fourteen (14) months after the end of the quarter for which the claim was submitted. This information shall be provided in a standardized Detailed Invoice as provided by the CDHS. Invoices shall be submitted quarterly, in triplicate, addressed to:

Isabel Michaelis
Riverside County Community Health Agency
Fiscal Services
4065 County Circle Drive, Room 403
Riverside, CA 92503

1.3 Assure that the determination of costs under this agreement is in accordance with Office of Management and Budget (OMB) Circular A-87, as amended, and other applicable requirements of Federal law.

1.4 DISTRICT'S staff who performs Title XIX allowable MAA shall document these activities in a time survey.

1.5 Maintain all necessary information to support the claim (as described in the California School Based MAA Manual) and to provide the Centers for Medicare and Medicaid Services (CMS), or CDHS, with any necessary data in the event of an audit for a minimum of three (3) years after the end of the quarter in which the expenditures were incurred for MAA and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later.

1.6 The DISTRICT will have the opportunity to respond to any reimbursement discrepancies/adjustments.

1.7 The DISTRICT will have the opportunity to respond to any audit exceptions by State or Federal audit agencies that directly relate to the services performed under this Agreement and, where appropriate, shall make it best efforts to comply with audit results.

1.8 Certify to the CDHS and COUNTY the provisions of the non-federal share of the costs of Medi-Cal Administration.

1.9 Return to the COUNTY any federal funds, which are deferred and/or ultimately disallowed, by CDHS or CMS, arising from the administrative claim submitted by COUNTY on behalf of the DISTRICT.

1.10 The DISTRICT will reimburse COUNTY for an annual administrative fee charged by COUNTY for administering the MAA Program.

1.11 Both parties to this Agreement recognize that the DISTRICT is liable only for Federal audit exceptions relating to Medi-Cal Administration that is the object of this Agreement, and has no liability for any other agency, which may enter into a similar Agreement with COUNTY for Medi-Cal Administration.

1.12 Designate a staff person to act as liaison with COUNTY for issues concerning this Agreement.

1.13 Make all MAA records available to COUNTY auditor and make best efforts to comply with audit results in a timely manner.

1.14 Comply with all elements of the agreement between COUNTY and CDHS incorporated in this agreement known as Contract #04-35102 and subsequent amendment as set forth in Attachment A.

2. RESPONSIBILITIES OF COUNTY.

2.1 Process DISTRICT claims for reimbursement of the allowable actual costs of performing MAA necessary for the proper and efficient administration of the Medi-Cal Program.

2.2 Provide DISTRICT or their designated MAA contractor with a standardized format for the Detailed Invoice and any subsequent updates as provided by CDHS.

2.3 Review and process DISTRICT'S MAA Invoice claims. Work with DISTRICT or their designated MAA contractor to correct and resubmit MAA invoices to CDHS.

2.4 Make available to DISTRICT or MAA contractor information provided by CDHS on training and on proper MAA to be claimed, and MAA invoicing procedures.

2.5 Reimburse DISTRICT their federal share of actual costs for Medi-Cal Administration outlined in the Agreement.

2.6 Invoice DISTRICT for their annual administrative fee (flat fee) charged by COUNTY for administering the MAA Program. The annual administrative fee is subject to change each year. (Refer to Exhibit B for calculation of annual administrative fee).

2.7 Designate a staff person to act as liaison with DISTRICT and their designated MAA contractor.

EXHIBIT B

Calculation of Annual Administrative Fee

The annual administrative flat fee charged by COUNTY for administering the MAA Program will be calculated based on the following methodology:

1. If the school DISTRICT fully participated (in all four quarters) in the MAA Program during FY2002-03, then the annual administrative fee will be calculated by applying 4.5% to the FY2002-03 MAA invoice amounts (for all four quarters) submitted to CDHS. For example:

1.1 During FY2004-05 MAA invoices are being submitted for FY2003-04, then the administrative fee charged for FY2003-04 MAA claims will be based on FY2002-03 MAA invoice amounts (submitted to CDHS) multiplied by 4.5%

2. If the school DISTRICT did not fully participate (in all four quarters) in the MAA Program during FY2002-03, the following will take place:

2.1 Using the FY2002-03 quarters in which there was MAA participation, an average quarterly invoice amount will be calculated

2.2 the average quarterly invoice amount will be added to the FY2002-03-invoice amounts for the quarters in which their was MAA participation in order to estimate invoice amounts for four full quarters

2.3 4.5% will be applied to the invoice amounts calculated for the four full quarters per above in ii.

3. If FY2003-04 is the school DISTRICT'S first year participating in the MAA Program, then the school DISTRICT'S designated MAA consultant will provide MAA invoice amount estimates for FY2003-04 quarters to be claimed. The administrative fee will be calculated by applying 4.5% to the MAA invoice amount estimates.

4. The 4.5% applied to the MAA invoice amounts is subject to change each year.

/ / / /

State of California
STANDARD AGREEMENT
NUMBER 04-35102
STD 213 (DHS Rev 7/04)

ATTACHMENT A
REGISTRATION NUMBER AGREEMENT

1. This Agreement is entered into between the State Agency and the Contractor named below:

_____ STATE
AGENCY'S NAME (Also referred to as CDHS, DHS, or the State)
California Department of Health Services

_____ (Also referred to as Contractor)
CONTRACTOR'S NAME
Riverside County Community Health Agency

2. The term of this Agreement is: 7/1/04 through 06/30/07

3. The maximum amount of this Agreement is: \$48,000,000.00 Forty Eight Million Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement

Exhibit A- Scope of Work	9 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B, Attachment I – Certification of Non-Fed Matching Funds For Medi-Cal Admin Activities	1 page
Exhibit B, Attachment II – Claiming Overhead Costs	1 page
Exhibit B, Attachment III – Requirements of Enhanced Federal Financial Participation	1 page
Exhibit C* - General Terms and Conditions	<u>GTC 304</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this Agreement)	26 pages
Exhibit E – Additional Provisions	4 pages
Exhibit F – Contractor's Release	1 page

FORM APPROVED COUNSEL JUN 07 2005 BY _____
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See Exhibit E, Provision 1 for additional incorporated exhibits

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at:

<http://www.ols.dgs.ca.gov/Standard+Language>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

RIVERSIDE COUNTY COMMUNITY HEALTH AGENCY

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Marion Ashley, Chair, Board of Supervisors

ADDRESS

4065 Country Circle Drive, Room 403
Riverside CA 92503

STATE OF CALIFORNIA

AGENCY NAME

California Department of Health Services

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Terri L. Anderson, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71, 2101, MS 1403, P.O. Box 997413
Sacramento, CA 95899-7413

California Department of
General Services Use Only

Exempt per:



Exhibit A
Scope of Work

1. Contractor agrees to provide to the Department of Health Services (DHS) the services described herein:

Contractor shall perform Medi-Cal administrative activities on behalf of the State Department of Health Services to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include: Outreach, Facilitating Medi-Cal Application, Medi-Cal non-emergency Transportation, Contracting for Medi-Cal Services, Program Planning and Policy Development, Medi-Cal Administrative Activities Coordination and Claims Administration and Training.

2. The activities shall be performed at Riverside County Community Health Agency applicable facilities within the Riverside County geographic region.
3. The services shall be provided during normal Contractor working hours.
4. The project representatives during the term of this agreement will be:

Department of Health Services
Medi-Cal Benefits Branch
Administrative Claiming Operations Unit
Carlene Hess, Chief
MS 4601
P. O. Box 997413
Sacramento, CA 95899-7413
Telephone: (916) 552-9618
Fax: (916) 552-9572

Contractor
Roy Wilson
Chair, Board of Supervisors

Telephone: (951) 358-5054
Fax: (951) 358-5292

Direct all inquiries to:

Department of Health Services
Medi-Cal Benefits Branch
Administrative Claiming Operations Unit
Barbra Liberty, Program Contact Analyst
MS 4601
P. O. Box 997413
Sacramento, CA 95899-7413
Telephone: (916) 552-9603
Fax: (916) 552-9572

Contractor
Riverside County Community Health Agency
Attention: Isabel Michaelis
4065 County Circle Drive, Room 403

Riverside, CA 92503
Telephone: (951) 358-5054
Fax: (951) 358-5292

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

ARTICLE 1 – CONTRACTOR RESPONSIBILITIES

- A. Perform Medi-Cal Administrative Activities (MAA) on behalf of the State Department of Health Services to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families (where appropriate) served by the CONTRACTOR.

The following MAA are eligible for Federal Financial Participation (FFP) only when they are identified in a MAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

1. MEDI-CAL OUTREACH: The only allowable Medi-Cal outreach for purposes of Medi-Cal administrative claiming is to groups or individuals targeted to two goals:
 - a. Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
 - b. Bringing Medi-Cal eligible people into Medi-Cal services (information and referral).

Outreach may consist of campaigns or may be an ongoing activity. Contractor staff providing Medi-Cal Targeted Case Management (TCM) services pursuant to W&I Code Section 14132.06 shall not be permitted to claim for MAA.

NON-ALLOWABLE: Some activities are not considered Medi-Cal outreach under any circumstances, as follows:

- a. General preventative health education programs or campaigns addressed to lifestyle changes in the general population (e.g., Substance Abuse and Narcotic Education (SANE), Drug Abuse Resistance Education (DARE), dental prevention, anti-smoking, alcohol reduction, etc.) are not allowable MAA.
- b. Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal are not allowable.

ALLOWABLE: Allowable outreach activities shall be discounted by the Medi-Cal percentage or not discounted as follows:

- a. NOT DISCOUNTED: Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and the costs do not have to be discounted by the Medi-Cal percentage. These campaigns are Medi-Cal only eligibility outreach campaigns:

Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directly only to persons eligible for Medi-Cal and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children. If the entire campaign is focused on Medi-Cal, the costs need not be discounted.

- b. DISCOUNTED: Outreach campaigns directed towards bringing specific high risk populations (including both Medi-Cal and non-Medi-Cal persons) into health care services are only allowable to the extent they bring Medi-Cal eligibles into Medi-Cal services the costs of these activities are claimable but discounted by the Medi-Cal percentage.

If a specific Medi-Cal health education program is included as part of a broader general health education program, the Medi-Cal portion may be allowable if the costs of the general health education program is discounted according to the Medi-Cal percentage. Telephone, walk-in, or drop-in services for referring persons to Medi-Cal services, sometimes called "Information and Referral" are also allowable and discounted by the Medi-Cal percentage.

Discount methods approved by the STATE and CMS for calculating the Medi-Cal percentage Discount may be utilized.

The CONTRACTOR may contract with non-governmental agencies or programs to conduct outreach Activities.

2. FACILITATING MEDI-CAL APPLICATION (Eligibility Intake): This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or redetermination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county, welfare department, and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs to not have to be discounted.

The CONTRACTOR may contract with non-governmental agencies or programs to conduct eligibility intake activities. Providers of TCM services may conduct eligibility intake, so long as the TCM service(s) and eligibility intake are not performed by the same employee. The non-governmental agencies or programs shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing Medi-Cal eligibility intake activities.

3. NON-EMERGENCY, NON-MEDICAL TRANSPORTATION: The actual costs of arranging and providing non-emergency, non-medical transportation, and accompaniment, when medically necessary, by an attendant (not a TCM case manager) of Medi-Cal eligibles to Medi-Cal services are allowable as a Medi-Cal administrative cost to the extent that such costs are actually borne by the CONTRACTOR in accordance with 42 Code of Federal Regulations, Section 440.170. Examples of allowable non-emergency, non-medical transportation costs include taxi vouchers,

bus tokens, mileage, etc. The cost of providing non-emergency, non-medical transportation for which no actual cost is borne by the STATE or CONTRACTOR is not an allowable MAA cost.

SEPARATE TRANSPORTATION UNIT OR SERVICE: In situations where a CONTRACTOR operates a separate transportation unit or contracts for the provision of transportation services, the costs of the unit or the contractor of actually providing the Medi-Cal non-emergency, non-medical transportation services for Medi-Cal eligible to Medi-Cal covered services is an allowable Medi-Cal administrative cost. Costs may be calculated on a per mile or per trip basis for each Medi-Cal client transported, or by any other method allowed by Federal Law and Regulation.

TRANSPORTATION COSTS AND TCM: The costs of arranging for transportation of Medi-Cal eligibles to Medi-Cal services are part of the TCM reimbursement rate when “medical transportation” is provided. Medical transportation which is not allowable under MAA means vehicles such as ambulances, wheelchair Vans, or litter vans. Therefore, the costs incurred by TCM case managers in arranging medical transportation for Medi-Cal eligible to Medi-Cal services are not claimable as Medi-Cal administration. The TCM reimbursement rate includes the travel costs incurred by the TCM case manager in providing the TCM services. A TCM case manager may transport or accompany a Medi-Cal eligible to a Medi-Cal service appointment only if the case manager is performing case management functions while actually accompanying the client. In such situations, the costs of the accompanying and transportation will be in the TCM reimbursement rate and should not be claimed separately as an administrative activity.

4. MAA IMPLEMENTATION TRAINING: MAA Implementation Training activities include the giving or receiving of training related to the overall implementation of the MAA program. For example, general training on MAA and/or conducting MAA time surveys.

OTHER TRAINING: Training activities shall be time studies in accordance with the purpose of the training. For example, training related to Medi-Cal outreach shall be claimed as “Outreach” training related to assisting a potential applicant complete a Medi-Cal application shall be claimed as “Facilitating Medi-Cal Application”, etc. Training that is unrelated to MAA or TCM is not allowable.

5. CONTRACTING FOR MEDI-CAL SERVICES: This activity involves entering into contracts with community-based organizations or other provider agencies for the provision of Medi-Cal services and/or MAA, other than TCM. The costs of TCM subcontract administration should be included in the TCM reimbursement rate.

NOTE: A CONTRACTOR has the option of claiming the costs of contract administration for allowable MAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable MAA to be claimed under both contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.

Contracting for Medi-Cal services and/or MAA is claimable as an administrative activity when the administration of those contracts meets all of the following criteria:

- a. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.
- b. The contract administration involves contractors that provide Medi-Cal services and/or MAA.
- c. The contract administration must be directed to one or more of the following goals:
 - (1) Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;
 - (2) Providing technical assistance to Medi-Cal subcontractors regarding County, STATE, and Federal regulations;
 - (3) Monitoring provider agency capacity and availability; and
 - (4) Ensuring compliance with the terms of the contract.

The contract being administered must be for Medi-Cal services and/or MAA and may involve Medi-Cal populations. When the contract involves a Medi-Cal and non-Medi-Cal population, the costs of contract administration shall be discounted by the Medi-Cal percentage.

6. PROGRAM PLANNING AND POLICY DEVELOPMENT (PP&PD): This activity may be claimed at the ENHANCED rate (75 percent FFP) if performed by a Skilled Professional Medical personnel (SPMP), or the NON-ENHANCED rate (50 percent FFP) if performed by a non-SPMP.

NOT ALLOWABLE: This activity is not allowable if staffs performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate and separate MAA claiming is not allowed.

This activity is not allowable if staff who delivers services part-time in a service provider setting, such as a clinic, is performing PP&PD activities relating to the service provider setting in which they deliver services.

This activity is not allowable when performed by a TCM case manager.

ALLOWABLE: This activity is claimable when performed, either part-time or full-time, by one or more CONTRACTOR employees and subcontractors whose tasks officially involve PP&PD. CONTRACTOR employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more CONTRACTOR employees who spend 100 percent of their paid working time performing this activity. This activity is claimable ONLY if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other

claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing this activity less than 100 percent of their time will be based on a time-survey.

Under the conditions specified above, the following tasks are allowable as MAA under this activity:

- a. Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program or specific group.
 - b. Interagency coordination to improve delivery of Medi-Cal services.
 - c. Developing resource directories of Medi-Cal services/providers.
 - d. For subcontractors, some PP&PD support services are allowable, e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services.
7. GENERAL ADMINISTRATION: This includes activities that are eligible for cost distribution on an OMB Circular A-87 approved cost allocation basis. These costs are to be distributed proportionately to all of the activities performed.
- a. Attend or conduct general, non-medical staff meetings;
 - b. Develop and monitor program budgets;
 - c. Provide instructional leadership, site management, supervise staff, or participate in employee performance reviews;
 - d. Review departmental or unit procedures and rules;
 - e. Present or participate in, in-service orientations and programs;
 - f. Participate in health promotion activities for employees of the CONTRACTOR; and
8. PAID TIME OFF: This activity is to be used by all staff involved in MAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or CTO which shall be allocated as prescribed by the STATE.
9. TCM/MAA COORDINATION AND LGA CLAIMS ADMINISTRATION: CONTRACTOR employees whose position description/duty statement includes the administration of TCM and MASS on a countywide basis may claim for the costs of these activities on the MAA invoice as a direct charge.

Costs incurred in the preparation and submission of MAA and TCM claims at any level, including staff time, supplies, and computer time, may be direct charged. If the MAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of MAA/TCM coordination and/or claims administration. The percentage certified for the MAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming.

- A. The MAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the CONTRACTOR'S administration of MAA and TCM at the CONTRACTOR countywide level:
- a. Drafting, revising, and submitting MAA Claiming Plans.
 - b. Serving as liaison with and monitoring the performance of claiming programs within the CONTRACTOR'S county and with the STATE and Federal Governments on MAA and TCM.
 - c. Administering CONTRACTOR claiming, including overseeing, preparing, compiling, revising and submitting MAA and TCM invoices on a CONTRACTOR county-wide basis to the STATE.
 - d. Attending training sessions, meetings, and conferences involving MAA and TCM.
 - e. Training CONTRACTOR program and subcontractor staff on STATE, Federal, and Local requirements for MAA and TCM claiming.
 - f. Ensuring that MAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

NOTE: Charges for supervisors, clericals, and support staff may be allocated based upon the percentage of certified time of the MAA and TCM Coordinator and claims administration staff.

- B. Using the STATE Department of Health Services forms DHS 7093 and DHS 7094, which will be disseminated through policy directives, issued by the STATE, conduct an annual time survey for one month as selected by the STATE. The survey will identify all time spent on each of the above allowable MAA, Non-claimable activities, and general administration and paid time off, which are proportionately allocated to all activities. The activities, and general administration and paid time off, which are proportionately allocated to all activities, The activities of staff providing Medi-Cal administration must be documented in accordance with the Provisions of 42 CFR Sections 432.32, and 433.34, and 45 CFR Parts 74 and 95, and OMB Circular A-87.

NOTE: All non-Med-iCal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on forms DHS 7093 and DHS 7094, as appropriate.

- C. Comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the Medi-Cal Policy Division and the Administrative Claiming Operations Unit of the STATE Department of Health Services, which define program specific allowable MAA.
- D. Provide to the State, a comprehensive MAA Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and CMS prior to the submission of MAA invoices. Invoices received by the State prior to the approval of the MAA Claiming Plan will be rejected.
- E. Not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.
- F. Ensure all applicable STATE and Federal requirements, as identified in Article 1.C. are met in performing MAA under this Contract. It is understood and agreed that failure by the CONTRACTOR to ensure all applicable STATE and Federal requirements not met in performing MAA under this Contract shall be sufficient cause for the STATE to deny or recoup payments to the CONTRACTOR and/or to terminate this Contract.
- G. Request a letter of intent to participate in the MAA Program six (6) months prior to the termination of contract.

The following Exhibit A, Scope of Work – LEC, relates to Local Education Agency (LEA). If you have LEA's claiming through your LGA, the Exhibit A, Scope of Work – LEC applies to you in addition to this Exhibit A, Scope of Work.

Exhibit A
Scope of Work - LEA

1. Contractor agrees to provide to the Department of Health Services (DHS) the services described herein:

Contractor shall perform Medi-Cal administrative activities on behalf of the State Department of Health Services to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities are identified in the approved School-Based MAA Provider Manual approved by the State and the Centers for Medicare and Medicaid Services.

2. The activities shall be performed at the Riverside County Community Health Agency applicable facilities within the Riverside County geographic region.
3. The services shall be provided during normal Contractor working hours.

ARTICLE I – CONTRACTOR RESPONSIBILITIES

- B. Perform Medi-Cal Administrative Activities (MAA) on behalf of the State Department of Health Services to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and their families (where appropriate) served by the CONTRACTOR.

These codes should be used by LEA, LEC, and LGA coordinators and time study participants when performing activities that are directly related to Medi-Cal claims administration, coordination, and cost incurred for oversight of MAA and training activities.

The following MAA are eligible for Federal Financial Participation (FFP) only when they are identified in the approved School-Based MAA Provider Manual approved by the State and the Centers for Medicare and Medicaid Services.

CODE 4. INITIAL MEDI-CAL OUTREACH – TM/50-Percent FFP

This code should be used by school staff when performing initial activities that inform eligible or potentially eligible individuals about Medi-Cal programs and services and how to access them. Initial activities would include bringing potential eligibles into the Medi-Cal system for the purpose of determining eligibility and initially arranging for the provision of Medi-Cal services. Include related training, paperwork, clerical activities, or staff travel required to perform these activities. LEAs only conduct outreach for the populations served by their schools (i.e., students and their parents or guardians). The following are examples of activities that are considered Medi-Cal outreach:

Activities that are not considered Medi-Cal outreach under any circumstances are:

1. General preventative health education programs or campaigns addressed to lifestyle changes in the general population (e.g., dental prevention, anti-smoking, alcohol reduction, etc.) and
2. Outreach campaigns directed toward encouraging persons to access social, educational, legal, or other services not covered by Medi-Cal.
3. Outreach assistance to any student(s) that will be billed through TCM Medi-Cal LEA Billing program

NOTE: Healthy Family outreach is claimable unless the box “I do not want Medi-Cal” is marked.

CODE 6. FACILITATION MEDI-CAL APPLICATION – TM/50-percent FFP

School staff should use this code when assisting an individual in becoming eligible for Medi-Cal/Healthy Families. Include related training, paperwork, clerical activities, or staff travel required to perform these activities. This activity does not include the actual determination of Medi-Cal eligibility.

CODE 8. ONGOING REFERRAL COORDINATION AND MONITORING OF MEDI-CAL COVERED SERVICES – PM/50-percent FFP

School staff should use this code when making ongoing referrals for coordinating, and/or monitoring the delivery of Medi-Cal covered services. Referral, coordination, and monitoring activities related to services in an IEP are reported in this code. Activities that are part of a direct service are not claimable as an administrative service. Furthermore, activities that are an integral part of or an extension of a medical service (e.g. student follow-up, student assessment, student counseling, student education, or consultation and student billing activities, including arranging and coordinating IEP meetings) should be reported under CODE 2, Direct Medi-Cal Services. Include related training, paperwork, clerical activities, or staff travel required to perform these activities. School staff should use this code when making referrals for, coordinating; and/or monitoring the delivery of Medi-Cal-covered services.

NOTE: Case Managers participating in the LEA Medi-Cal Billing Option for IEP case management cannot claim MAA Referral, Coordination, and Monitoring. Staff should claim time under Code 2, Direct Medical Service as TCM billing includes Referral, Coordination, and Monitoring.

CODE 10. TRANSPORTATION-RELATED ACTIVITIES IN SUPPORT OF MEDI-CAL COVERED SERVICES – PM/50-PERCENT FFP

School employees should use this code when assisting an individual or family to obtain transportation to services covered by Medi-Cal. This does not include the provision of the actual transportation service, but rather the administrative activities involved in scheduling or arranging specialized transportation. This activity also does not include activities that contribute to the actual billing of transportation as a medical service such as with the LEA Medi-Cal Billing Option program. Nor does it include accompanying the Medi-Cal-eligible individual to Medi-Cal services as an administrative activity. Include related paperwork, clerical activities, or staff travel required to perform these activities.

NOTE: Case Managers participating in the LEA Medi-Cal Billing Option for IEP-driven arranging and providing specialized transportation cannot duplicate their time here. Staff should claim time under Code 2, Direct Medical Service as TCM billing. TCM Billing includes Referral, Coordination, and Monitoring.

CODE 12. TRANSLATION RELATED TO MEDI-CAL SERVICES – PM/50-PERCENT FFP

Translation may be allowable as an administrative activity if it is not included and paid for as part of a medical assistance service. However, translation must be provided by separate units or by separate employees performing translation functions for the school and it must facilitate access to Medi-Cal-covered services. Please note that a school district does not need to have a separate administrative claiming unit for translation.

School employees who provide Medi-Cal translation services should use this code. Include related paperwork, clerical activities, or staff travel required to perform these activities.

Arranging for or providing translation services (oral and signing) that assist the individual to access and understand necessary care or treatment covered by Medi-Cal.

NOTE: Case Managers participating in the LEA Medi-Cal Billing Option cannot duplicate their time here. Staff should claim time under Code 2, Direct Medical Service as TCM billing. TCM Billing includes Referral, Coordination, and Monitoring

CODE 14. PROGRAM PLANNING, POLICY DEVELOPMENT, AND INTERAGENCY COORDINATION RELATED TO MEDI-CAL SERVICES – PM/50-PERCENT FFP

This code should be used by school staff when performing collaborative activities with other agencies associated with the development of strategies to improve the coordination and delivery of Medi-Cal-covered medical/mental health services to students and their families. Only employees whose position descriptions include program planning, policy development and interagency coordination should use this code. Staff surveying under this code should include related training, paperwork, clerical activities or travel required to perform these activities.

CODE 15. MEDI-CAL CLAIMS ADMINISTRATION, COORDINATION, AND TRAINING – TM/50-PERCENT FFP

This code should be used by LEA, LEC, and LGA coordinators and time study participants when performing activities that are directly related to Medi-Cal claims administration, coordination, and training activities. Staff who time study should use this code for their attendance at training on Medi-Cal Administration and/or how to document relevant Medi-Cal Administration activities through the time study process. Include related training, paperwork, clerical activities, or staff travel necessary to perform these activities.

CODE 16. GENERAL ADMINISTRATION/PAID TIME OFF – R

This code should be used by time study participants when performing activities that cannot directly be assigned to other program activities from Codes 1-15. Include related paperwork, clerical activities, or staff travel required to perform these activities. Note that certain functions, such as payroll, maintaining inventories, developing budgets, executive direction, etc., are considered overhead, and therefore, are only allowable through the application of an approved indirect cost rate.

NOTE: These activities are typically not related to the support of student instruction; rather, they are part of the employee's job or duties that could be replicated at any educational entity. These activities do not include the development, coordination, and monitoring of a student's education plan.

- B. Using the STATE Department of Health Services form Program Time Survey for LEA Employees Performing Medi-Cal Administrative Activities, which will be disseminated through policy directives issued by the STATE, conduct quarterly time surveys as selected by the STATE. The surveys will identify all time spent on each of the above allowable MAA, Non-claimable activities, and general administration and paid time off, which are proportionately allocated to all activities. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR Sections 432.50, 433.32, and 433.34, and 45 CFR Parts 74 and 95, and OMB Circular A-87.

NOTE: All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on form Program Time Survey for LEA Employees Performing Medi-Cal Administrative Activities, as appropriate.

- C. Comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the Medi-Cal Policy Division and the Administrative Division of the STATE Department of Health Services, which define program specific allowable MAA.
- D. Do not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.
- E. Ensure all applicable STATE and federal requirements, as identified in Article 1.C are met in performing MAA under this Contract. It is understood and agreed that failure by the CONTRACTOR to ensure all applicable STATE and Federal requirements not met in performing MAA under this Contract shall be sufficient cause for the STATE to deny or recoup payments to the CONTRACTOR and/or to terminate this Contract.
- F. Vendors are not allowed to perform LEA site review at the LEC/LGA level.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

State Department of Health Services
Medi-Cal Benefits Branch
Chief, Administrative Claiming Operations Unit
1501 Capitol Ave. MS4600
Sacramento, CA 95814

C. Invoices shall:

- 1) Be prepared on company letterhead.
- 2) Bear the Contractor's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize allowable costs for the billing period.
- 5) Be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. Notwithstanding any other provisions of this Contract, the STATE shall be held harmless, in accordance with paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the CONTRACTOR pursuant to W&I Code Section 14132.47, and this contract.

D. To the extent that a federal audit disallowance and interest results from a claim or claims for which the CONTRACTOR has received reimbursement for MAA, the STATE shall recoup from the CONTRACTOR which submitted the disallowed claim, through offsets or by direct billing,

amounts equal to the amount of the disallowance plus interest in that fiscal year. All subsequent claims submitted to the STATE applicable to any previously disallowed MAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

- E. To the extent that a federal audit disallowance and interest results from a claim or claims for which the CONTRACTOR has received reimbursement for MAA performed by a non-governmental entity under contract with, and on behalf of, the CONTRACTOR, the STATE shall be held harmless by that particular CONTRACTOR for 100 percent of the amount of any such final federal audit disallowance and interest.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$16,000,000.00 for the budget period of 7/01/04 through 06/30/05.
- 2) \$16,000,000.00 for the budget period of 07/01/05 through 06/30/06.
- 3) \$16,000,000.00 for the budget period of 07/01/06 through 06/30/07.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of the agreement.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit F)" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Restrictions on the Use of Federal Block Grant Funds

Pursuant to 42 U.S.C. Section 704, Contractor shall not use funds provided by the agreement to:

- 1) Provide inpatient services;
- 2) Make cash payment to intended recipients of health services;
- 3) Purchase or improve land, purchase, construct or permanently improve any building or other facility or purchase major medical equipment;
- 4) Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
- 5) Provide financial assistance to any entity other than a public or nonprofit private entity for research or training services; or
- 6) Make payment for any item or service (other than an emergency item or service) furnished by: 1) an individual or entity during the period such individual or entity is excluded from participation in any other federally funded program; or 2) at the medical direction or on the prescription of a physician during the period when the physician is excluded from participation in any other federally funded program.

7. Invoice and Expenditure Information

- A. Provide the STATE with complete invoice and expenditure information to include in the CMS 64 no later than eighteen (18) months after the end of the quarter for which the claim was submitted. This information shall be provided in a standardized Summary Invoice and Detailed Invoice as identified in Exhibit E, Article II, STATE Responsibilities. The Summary Invoice must be submitted under the CONTRACTOR'S original letterhead and have an original signature of a person who has been granted the authority by the CONTRACTOR to sign this invoice on behalf of the CONTRACTOR.

The Summary Invoice must be submitted under the CONTRACTOR'S original letterhead and have an original signature of a person who has been granted the authority by the CONTRACTOR to sign this invoice on behalf of the CONTRACTOR.

The Detailed Invoice identifies the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate detailed invoice shall be submitted for each program, clinic, non-governmental entity, and subcontractor claiming MAA costs pursuant to this Contract, except for contracted employees under the direct control of the CONTRACTOR. Contracted employees' costs shall be aggregated and reported in accordance with the MAA invoice instructions. The Detailed Invoice(s) for each of the programs being claimed shall correspond to the name of the claiming programs identified in the CONTRACTOR'S MAA Claiming Plan.

- B. Certify the non-federal match from the CONTRACTORS General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to W&I Code Section 14132.47. The following certification statement shall be made on each invoice submitted to the State for payment for the performance of MAA:

“I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditures for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51 for allowable administrative activities and that these claimed expenditures have not been nor will not subsequently be used for federal match in this or any other program. I have notice that the information is to be used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation of the Federal False Claims Act.”

The State shall deny payment of any claim submitted under this Contract if it determines that the certification is not adequately supported for purposes of Federal Financial Participation (FFP).

8. Fiscal Provisions

Reimbursement under this contract shall be made in the following manner:

- a. Upon the CONTRACTOR’s compliance with all provisions pursuant to this Contract and upon the submission of a quarterly Summary Invoice and Detailed Invoice(s), the STATE agrees to process claims for reimbursement. Reimbursement is conditioned on the CONTRACTOR supplying the aforementioned valid and substantiated information satisfactorily to the STATE within the time limits specified in this Contract. Reimbursement shall not be withheld pending the submission of similar claims by other CONTRACTORS who have entered into a similar Contract.

- b. The Summary Invoice and Detailed Invoice shall be submitted quarterly:

Regular Mail	Overnight Only
State Department of Health Services Medi-Cal Benefits Branch Chief, Administrative Claiming Operations 1501 Capitol Ave. MS4600 Sacramento, CA 95814	Department of Health Services Medi-Cal Benefits Branch Chief, Admin. Claiming Operations Unit 1501 Capitol Ave. Suite 71.4001 Sacramento, CA 95899-7413

- c. The attached Exhibit B, Attachment 1, entitled “Certification of Non-Federal Matching Funds for Medi-Cal Administrative Activities, Attachment II entitled “Claiming Overhead Costs” and Attachment III entitled “requirements of Enhanced Federal Financial Participation” respectively, are incorporated by reference and made part of this Contract as though fully set forth herein. Both the STATE and the CONTRACTOR agree that the validity and enforceability of this Contract are contingent upon the availability of funds appropriated by the U.S. Congress.
- d. This Contract will automatically terminate, without penalty by operation of law, at the end of the term for which funds are appropriated by the U.S. Congress.

- e. Transfer of funds is contingent upon the availability of FFP.
- f. The CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by STATE and federal audit agencies that directly relate to the MAA to be performed under this Contract.

Both parties to this Contract recognize that the CONTRACTOR is liable only for an audit exception which relates to administrative activities under this contract, and has no liability for any other CONTRACTOR which may enter into a similar Contract with the STATE for the performance of MAA.

9. Participation of Medi-Cal Administrative Claiming Process

- a. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated to each CONTRACTOR in the Medi-Cal Administrative Claiming process, each CONTRACTOR shall pay an annual participation fee through a mechanism agreed to by the STATE and CONTRACTORS, or, if no agreement is reached by August 1 of each year, directly to the STATE.
- b. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The STATE shall determine and report staffing requirements upon which projected costs will be based.
- c. The amount of the participation fee shall be based upon the anticipated STATE salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

Exhibit B
ATTACHMENT 1

CERTIFICATION OF NON-FEDERAL MATCHING FUNDS
FOR MEDI-CAL ADMINISTRATIVE ACTIVITIES

This is to certify that Riverside County Community Health Agency will expend one hundred percent (100%) of the non-federal share of the cost of performing Medi-Cal Administrative Activities. The funds will expend for this purpose shall be from the local governmental agency's general fund or from any other funds allowable under federal law and regulation.

By: _____
Authorized Representative (Signature) Date

Authorized Representative (Print)

Title

Exhibit B
ATTACHMENT 11

CLAIMING OVERHEAD COSTS

If one of the components of cost to be claimed as part of Medi-Cal administration is overhead costs, then there are certain Federal requirements that must be met. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, these entities must have a State Controller's Office approved administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the plan. A cost allocation plan is submitted to the California State Controller's Office, which was delegated authority from the Federal Government to approve it.

Internal (departmental) administrative overhead costs are allowable for FFP only there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.

NOTE: Both external and internal administrative cost allocation plans must comply with provisions of the federal OMB Circular A-8, entitled "Cost principles applicable to grants and contracts with State and local governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.

Exhibit B
ATTACHMENT III

REQUIREMENTS OF ENHANCED FEDERAL FINANCIAL PARTICIPATION

Stipulations for enhanced funding:

Per 42 CFR, Section 432.2 et seq., and Section 433.1 et seq., Skilled Professional Medical Personnel (SPMP) and directly supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the CONTRACTOR. SPMP's do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.

The seventy-five percent (enhanced) federal matching rate is only available for a CONTRACTOR that is contractually linked to the State Department of Health Services to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel, and training of SPMP and their directly supporting clerical staff who are in an employee-employer relationship with the CONTRACTOR and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.

Fifty percent (non-enhanced) federal matching rate can be claimed for any of the CONTRACTOR's staff or subcontractors involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and directly supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA program is activity driven, not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system.

Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidence by position descriptions, job announcements, or job classifications.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend, and save harmless the State, its officers, agent, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waster as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (include HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.,) and applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certified that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney

General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a). The contractor recognizes the important of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISIONS: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES: For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement, Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote, or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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Special Terms and Conditions

(For federally funded service contracts and grant awards)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms “contract”, “Contractor” and “Subcontractor” shall also mean “grant,” “Grantee” and “Sub-grantee” respectively.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	18. Novation Requirements
2. Travel and Per Diem Reimbursement	19. Debarment and Suspension Certification
3. Procurement Rules	20. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	21. Covenant Against Contingent Fees
5. Subcontract Requirements	22. Payment Withholds
6. Income Restrictions	23. Performance Evaluation
7. Audit and Record Retention	24. Officials Not to Benefit
8. Site Inspection	25. Year 2000 Compliance
9. Federal Contract Funds	26. Prohibited Use of State Funds for Software
10. Intellectual Property Rights	27. University of California Mutual Indemnification
11. Air or Water Pollution Requirements	28. Use of Small, Minority Owned and Women’s Businesses
12. Prior Approval of Training Seminars, Workshops, or Conferences	29. Alien Ineligibility Certification
13. Confidentiality of Information	30. Union Organizing
14. Documents, Publications, and Written Reports	31. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	32. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	
17. Human Subjects Use Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements.)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment-qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this agreement may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHS, the Contractor may request in writing to DHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from DHS under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA) for non-represented state employees. If the DPA rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by DHS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior written authorization from DHS.

3. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment and/or miscellaneous property are used, the following definitions shall apply:

- (1) Major equipment: A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) Minor equipment: A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
 - (3) Miscellaneous property: A specific tangible item with a life expectancy of one (1) year or more this is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.
- b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment, and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 3 shall also apply if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment, and services related to such purchases for performance under this agreement.
- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangement through the appropriate DHS program contract manager, to have all remaining equipment purchased through DHS Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran-owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated

purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

All equipment and/or miscellaneous property that are purchased/reimbursed with agreement, funds, or furnished by DHS under the terms of this agreement and not fully consumed in performance of this agreement shall be considered state equipment and the property of DHS.

- (1) DHS requires the reporting, tagging, and annual inventorying of all equipment and/or miscellaneous property that is furnished by DHS or purchased/reimbursed with funds provided through this agreement.

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:

- (a) Include in the inventory report, equipment, and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHS according to the instructions appearing on the inventory form or issued by the DHS program contract manager.
- (c) Contact the DHS program contract manager to learn how to remove, trade-in, sell, transfer, or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable, or has passed its life expectancy. Instructions will be supplied by DHS' Asset Management Unit.

- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, DHS shall be under no obligation to pay the cost of restoration or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or miscellaneous property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of state equipment and/or miscellaneous property.
 - (1) In administering this provision, DHS may require the Contractor and/or Subcontractor to repair or replace, to DHS' satisfaction, any damaged, lost, or stolen state equipment, and/or miscellaneous property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHS program contract manager.
- e. Unless otherwise stipulated by the program funding, this agreement, equipment, and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall only be used for performance of this agreement or another DHS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the DHS program contract manager and shall, at that time query DHS as to the requirements, including the manner and method of returning state equipment and/or miscellaneous property to DHS. Final disposition of equipment and/or miscellaneous property shall be at DHS expense and according to DHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by DHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, DHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different DHS agreement.
- g. Motor Vehicles
 - (Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under this agreement.)
 - (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement within thirty (3) calendar days prior to the termination or end of this agreement, the Contractor and/or Subcontractor shall return such vehicles to DHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHS.
 - (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this agreement.

- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession..

Automobile Liability Insurance

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHS program contract manager.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to DHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty-(30) calendar days prior written notice to the State (California Department of Health Services).

- [2] The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
 - [3] The insurance carried shall notify the State of California Department of Health Services in writing of the Contractor's failure to pay premiums; its cancellation of such policies or any other substantial change, including, but not limited to the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor are hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk, and Insurance Management. The Contractor shall be notified by DHS, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
 - (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage as required herein in effect at all times during vehicle possession, DHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a (3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization all particulars necessary for evaluation the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements.
 - (a) A local governmental entity or the federal government.
 - (b) A State college or university from any State.
 - (c) A Joint Powers Authority.
 - (d) An auxiliary organization of a California State University or a California community college.
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges.

- (f) An auxiliary organization of the Student Aid Commission established under Education Code §69522.
 - (g) Entities of any type that will provide subvention aid or direct services to the public.
 - (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233, subsection 3. View this publication at the following internet address: <http://sam.dgs.ca.gov>.
- (4) Unless otherwise mandated by the funding agency (i.e., federal government), DHS may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- b. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- (1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.
- e. Sole responsibility rests with the Contractor to ensure that subcontractors used in performance of this agreement are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- f. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- h. The Contractor agrees to include the following clause relevant to record retention in all subcontracts for services:

“(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS, to permit DHS or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”

- i. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 12, 13, 14, 17, 19, 20, 24, and 32.

6. Income Restrictions

Unless otherwise stipulated in this agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this agreement shall be paid by the Contractor to DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS under this agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.

- (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.
 - f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books, and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit, or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers, and microfilm printers, etc.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- d. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement were executed after that determination was made.
- e. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this agreement in any manner.

- f. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- g. DHS as the option to void or cancel the agreement with 30 days advance written notice or to amend the agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where DHS as agreed in a signed writing to accept a license, DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title, and interest in all Intellectual Property from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter, including the medium by which they are recorded or reproduced, photographs, artwork, pictorial and graphic representations, and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. Except as otherwise set forth herein, neither the Contractor nor DHS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this

agreement, Contractor accesses any third party Intellectual Property this is licensed to DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third party's license agreement.

- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS role rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title, and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor, or DHS, and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and executes all documents, and subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title, and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology, or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark, rights, license, or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of this Exhibit or result in a breach of any provisions of law, relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by

Contractor in connection with the performance of this agreement will be a “work made for hire,” whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a “work made for hire” under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS’ notice of copyright, which shall read in 3mm or larger typeface: “© 2001. State of California. Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement’s scope of work, Contractor hereby grants to DHS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement’s scope of work, then Contractor agrees to assign to DHS, without additional compensation, all its right, title, and interest in and to such inventions, and to assist DHS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS’ prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor’s or third-party’s Intellectual Property in existence prior to the effective date of this agreement, if such a license upon the these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor’s performance of this agreement. Contractor shall obtain a license under terms acceptable to DHS.

f. Warranties

- (1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this agreement.
 - (c) Neither Contractor's performance of this agreement nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property, or props that may be used or shown
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHS in this agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses, or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.
- (2) DHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT, OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUE.
- g. Intellectual Property Indemnity
- (1) Contractor shall indemnify, defend, and hold harmless DHS and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors,

and users of its products. ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced, or threatened) to which any of the indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants, or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark, or copyright registration that issued after the effective date of this agreement. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.

- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damage alone would be inadequate to compensate DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal

Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations, and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C.7401 et seq.) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

12. Prior Approval of Training Seminars, Workshops, or Conferences

Contractor shall obtain prior DHS approval of the location costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this contract and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.

- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than DHS without prior written authorization from the DHS program contract manager.
- e. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or a photograph.

14. Documents, Publications, and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports, and documents are developed or produced. Government Code Section 7550.)

Any document, publication, or written report (excluding progress reports, financial reports, and normal contract communications) prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by non-employees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
 - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority, or other basis for the Contractor's position, and the remedy sought. The Branch Chief shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division funding this agreement or his/her designee

shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division funding this agreement or his/her designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division funding this agreement or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted there under. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement, or other action not covered by subdivision (a) of Section 20204 of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation, or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated by DHS, dispute, grievance, and/or appeal correspondence shall be directed to the DHS program contract manager.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020.) Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c (3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization-wide, financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of

Paragraph c (3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

- (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133 and expends \$300,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization-wide financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Nonprofit Organizations." An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraph c (1) and c (2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a sub recipient expending Federal awards received from a pass-through entity such as the State, County, or community-based organization.
- (4) If the Contractor submits to DHS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$300,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
 - e. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The DHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards; the State shall rely on those audits and any additional audit work, and shall build upon the work already done.

- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization-wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization-wide audit for the Contractor.
- k. Federal or state auditors shall have “expanded scope auditing” authority to conduct specific program audits during the same period in which a single organization-wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term “expanded scope auditing” is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for Audit of Government Organizations, Programs, Activities, and Functions, better known as the “yellow book,”

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/sub-award, includes any tests or examination of materials derived from the human body.)

By signing this agreement, Contractor agrees that if any performance under this agreement or any subcontract or sub-agreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment, or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations there under.

18. Novation Requirements

If the Contractor proposes any novation agreement, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS may review and consider the proposal, consult, and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHS will initiate an amendment to this agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or in whole with federal funds.)

- a. By signing this agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principles:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier-covered transactions and in all solicitations for lower tiered-covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHS program funding this contract.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHS may terminate this agreement for cause or default.

Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/sub-awards that provide health, daycare, early childhood development services, education, or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-children Act of 1994 (Act) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any s (subcontracts or sub-grants) entered into that provide for children's services as described in the Act.

21 Covenant against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHS shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent. Fee.

22. Payment Withholds

(Applicable only if a final report is required by this agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this contract, DHS may, at its discretion, withhold 10 percent (10%) of the face amount of the agreement, 50 percent (50%) of the final invoice, or \$3,000, whichever is greater, until DHS receives a final report that meets the terms, conditions, and/or scope of work requirements of this agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

DHS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHS. Negative performance evaluations may be considered by DHS prior to making future contract awards.

24. Officials Not to Benefit

No members of, or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise there from. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

25. Year 2000 Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHS or if IT equipment is procured.)

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this agreement are "Year 2000 Compliant." For the purposes of this agreement, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption, and if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warrant and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

27. University of California Mutual Indemnification

(Applicable only to agreements entered with the Regents of the University of California or a University of California campus under its jurisdiction.)

- a. The State and the Regents of the University of California shall mutually defend, indemnify, and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this contract but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either the State or the Regents of the University of California.
- b. It should be expressly understood that the obligations hereunder shall be conditioned upon this contract being one that falls within the purview of Section 895 of the Government Code.

28. Use of Small, Minority Owned, and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations, or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms, and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further the goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange timeframes for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this agreement. Furthermore, Grantee, by signing this agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a prorated basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.

- (4) Allowances for offsite pay.
- (5) Location allowances.
- (6) Hardship pay.
- (7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the agreement.
- (2) Be determined in accordance with generally accepted accounting principles.
- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave, and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3) (a) for an example.
- (2) For multiple year contracts, vacation, and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See Provision f (3) (b) for an example.
- (3) For single year agreements, vacation, sick leave, and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the agreement, cannot be claimed as an allowable cost. See Provision f (3) (c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick

leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one or his three weeks in year two, but he does actually use nine weeks in year three, the Contractor would be allowed to claim all nine week paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract, subcontract, grant, or sub-grant which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page entitled "Certification Regarding Lobbying") that the recipient has not made and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2 entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a (2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contracted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant, or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHS program contract manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with any of the following covered federal actions; the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES
CERTIFICATION REGARDING LOBBYING

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding, or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure or Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Riverside County Community Health Agency
Name of Contractor

Printed Name of Person Signing for Contractor

04-35102
Contract/Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Barbra Liberty
Department Health Services
1501 Capitol Avenue MS4600
Sacramento, California 95814

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

Approved by OMB
 0348-0048

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, If known: Congressional District, If known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: CDFA Number, If applicable: _____		
8. Federal Action Number, If known: _____			9. Award Amount, If known: _____		
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, If necessary)			b. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, If necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: Nature _____ Value _____			14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment Indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, If necessary)		
15. Continuation Sheet(s) SF-LLL-A Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form-LLL		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardees or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontractors, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment; include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number; the contract grant or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this a material change report, enter the cumulative
12. amount of payment made or planned to be made.
13. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specified the nature and value of the in-kind payment.
14. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials; Identify the federal official(s) or employee(s) contracted, or the officer(s), employee(s), or Member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
17. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Exhibit E
Additional Provisions

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

WHEREAS, the Department of Health Services is the single agency responsible for administering the California Medi-Cal Assistance Program (hereinafter referred to as Medi-Cal) which is authorized by Title 42, United States Code (U.S.C.), Section 1396 et seq. and Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with section 14200);

WHEREAS, the federal Social Security Act mandates cooperative arrangements between the single state agency and participating local educational consortia. Riverside County Community Health Agency hereinafter referred to as CONTRACTOR, responsible for providing health related administrative activities;

WHEREAS, the California W&I Code, Section 14113, requires the State to enter into cooperative arrangements with other State agencies or departments responsible for health services to ensure the appropriate utilization of such services;

WHEREAS, the California W&I Code, Section 14132.47, provides the CONTRACTOR's the option to claim federal Medicaid matching funds for assisting the STATE in the proper and efficient administration of the Medi-Cal Program;

NOW THEREFORE, the STATE and the CONTRACTOR enter into the following contract:

ARTICLE I – MUTUAL OBJECTIVES

Both parties to the Contract agree:

- A. To ensure that Medi-Cal potentially eligible individuals and their families, where appropriate, served by the CONTRACTOR, are informed of the Medi-Cal Program, how to access it, and assisted in accessing the Medi-Cal program, if needed.
- B. To ensure that assistance is provided to Medi-Cal eligible individuals and their families where appropriate in facilitating their receipt of services and activities in the Medi-Cal program.
- C. That this contract is governed by 42 U.S.C., Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200) and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and by Federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.

- D. Retain all necessary records for a minimum of three (3) years after the end of the quarter in which the expenditures were incurred for MAA, and if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later. The records shall fully disclose the type and extent of administrative activities performed by appropriate staff. The CONTRACTOR shall furnish said documentation and any other information regarding payments for performing MAA, upon request, to the STATE and the Federal Government.
- E. Be responsible to the STATE for all requirements under this Contract even though the requirements are carried out pursuant to a subcontract. All subcontracts shall include provisions requiring compliance with the terms and conditions of this Contract. All non-governmental entities performing MAA pursuant to the provisions of this Contract shall be deemed true subcontractors of the CONTRACTOR.
- F. Enter into Interagency Agreements or Memoranda of Understanding with all departments/entities performing MAA in support of the CONTRACTOR claiming administrative reimbursement. The CONTRACTOR shall have available for STATE and/or Federal review, any Interagency Agreement or Memoranda of Understanding to perform administrative activities under the auspices of the Medical Program.

Exhibit E
Additional Provisions

ARTICLE II – STATE RESPONSIBILITIES

- A. Review, approve, and process CONTRACTR claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. The costs may include the expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this Contract. Reimbursement shall be made subsequent to the quarter for which a claim for MAA is made. Any claim that cannot be approved shall be returned to the CONTRACTOR with a written explanation of the basis for disapproval.
1. The maximum rate of Federal reimbursement for compensation (salary and benefits) of activities qualifying under Federal regulations applying to “skilled professional medical personnel” of a public agency and their “directly supporting staff” shall be 75 percent of such costs for activities identified as “enhanced.” The maximum rate of reimbursement for allowable costs of activities identified as “non-enhanced” performed by Skilled Professional Medical Personnel (SPMP) and their directly supporting staff shall be 50 percent. The maximum rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their directly supporting staff shall be 50 percent.
 2. An SPMP is defined as an employee of the CONTRACTOR who has completed a 2-year or longer program leading to an academic degree or certification in a medically related professional and who performs duties and responsibilities requiring professional medical knowledge and skills. Directly supporting staff are also employees of the CONTRACTOR. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP and who provided clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
 3. The rate of federal reimbursement is 50 percent Federal Financial Participation (FFP) for all costs of non-SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Exhibit A, Article I, CONTRACTOR Responsibilities, Section A.
 4. The maximum rate of reimbursement for all non-public subcontractors to the CONTRACTOR shall be 50 percent for all categories of cost.
- B. Provide the CONTRACTR will a standardized format for the Summary Invoice, Detailed Invoice, and Claiming Plan which shall be disseminated through policy directives issued by the STATE.
- C. Review claiming plans and CONTRACT initiated amendment(s) to the claiming plan. Any amendment that cannot be approved shall be returned to the CONTRACTOR with a written explanation of the basis for disapproval.
- D. Submit S approved claiming plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval.

- E. Make available to CONTRACTORS, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities and billing procedures.
- F. Designate a liaison with the CONTRACTOR for issues regarding this Contract. All such issues shall be directed to:

State Department of Health Services
Chief, Administrative Claiming and Support Section
Medi-Cal Benefits Branch
151 Capitol Ave. MS 4600
Sacramento, CA 95814

ARTICLE III – JOINT RESPONSIBILITIES

- A. The State and the CONTRACTOR hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the CONTRACTOR or subcontractor, under this Contract. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2, and 22 California Code of Regulations Section 51009.
- B. Both parties accept and agree to comply with the applicable standards set forth in Exhibits D (F) and F entitled, “Special Terms and Conditions” notwithstanding provisions which are superseded by Article VI D and “Contractor’s Release” which are incorporated by reference and made part of this contract as though fully set forth herein.

ARTICLE IV – GENERAL PROVISIONS

- A. This Contract constitutes the entire contract between the parties. Any condition, provision, agreement, or understanding not stated in this Contract shall not affect any rights, duties, or privileges in connection with this Contract.
- B. The STATE shall have the right to access, examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and their subcontractors related to the programs funded by this Contract.
- C. The term “days” as used in this Contract shall mean calendar days unless specified otherwise.
- D. Should any disagreement arise between the STATE and the CONTRACTOR on any provisions of this Contract, the parties agree that the same shall be submitted in writing to each other and be the subject of discussion between the STATE liaison and CONTRACTOR liaison herewith designated, and in a good faith effort to achieve resolution. If mutual agreement cannot be reached within 30 days after receipt of the written issue of dispute, the CONTRACTOR may request a meeting with the Director, or his or her designee, to present its concerns. If the Director or his or her designee cannot meet, the STATE shall respond in writing to the CONTRACTOR with the State’s position. Thereafter, the decision of the Director shall be final. The date of “receipt” shall be the date the written disagreement is postmarked.

- E. None of the provisions of this Contract are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Contract.
- F. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Contract shall be waived except by Contract amendment by the parties hereto; and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until performance or satisfaction of all covenants, conditions, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.
- G. The CONTRACTOR is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified Summary Invoice or Detailed Invoice by a CONTRACTOR shall constitute a breach of contract. Submission of a Summary Invoice or Detailed Invoice for which there is no supporting documentation by a CONTRACTOR may constitute a breach of contract.

The conviction of an employee or subcontractor of the CONTRACTOR, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a CONTRACTOR to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a CONTRACTOR to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a CONTRACTOR to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.

Article V – Contract Amendment

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted, and after negotiations are concluded, the agreed upon changes shall be made through the State's official

agreement amendment process. No amendment binding on either party until it is formally approved by the State.

Article VI – Cancellation/Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty-(30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payments/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination from DHS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contact costs.
- C. Contractor shall be entitled to payment for allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

Contractor's Release

Instructions to Contractor:

With final invoice(s), submit one (1) original and two (2) copies. The original must bear the original signature if a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 04-35102 entered into between the State of California Department of Health Services (DHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$_____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts, and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents, and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising the above referenced contract.

Repayments Due to Audit Exceptions/Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies, or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds.)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly

initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents/Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

Contractor's Legal Name (As on contract): Riverside County Community Health Agency

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

DHS Distribution: Accounting (Original) Program CMU contract file

DHS 2352 (9/99)

LGA MAA/TCM COORDINATOR RESPONSIBILITIES – SCOPE OF WORK

The LGA MAA/TCM Coordinator is the focal point within the Local Governmental Agency (LGA) on all issues related to the MAA and TCM programs. The Coordinator must represent, oversee, and communicate with not only the organization of his/her employment, but also all participating programs.

Information Flow

- Receive and review all MAA/TCM related correspondence, including information and policy directives from the State Department of Health Services (SDHS) and information from the LGA Consortium and the LGA MAA/TCM Consultant.
- Ensure that pertinent information is forwarded to affected programs/staff in a timely manner.
- Maintain a roster of persons within the LGA who must receive MAA/TCM information.
- Maintain a roster of persons within the LGA who must receive MAA/TCM information.
- Facilitate relationships and network with the programs/staff participating in MAA/TCM.
- Respond promptly to requests for information from SDHS, the LGA Consortium, and the LGA MAA/TCM Consultant.
- Ensure that all program-related correspondence directed to and sent from the LGA is routed through the MAA/TCM Coordinator. This includes correspondent associated with the SDHS and other entities.
- Inform the LGA MAA/TCM Consultant of changes in MAA/TCM Coordinator information.

Program Policy

- Ensure that MAA and TCM policies and program requirements are clearly understood and complied with by all participating programs.
- Actively participate in policy discussion and provide constructive input for decision-making and problem resolution through the LGA Consortium and MAA/TCM related work groups.

Training and Technical Assistance

- Attend statewide or regional MAA/TCM training sessions conducted by the SDHS or the LGA Consortium.
- Ensure that local training is conducted in a timely manner to maintain compliance with MAA and TCM policies and program requirements.
- Ensure a mechanism for providing MAA/TCM updates to both the fiscal and the program staff.
- Identify areas of training needs within the LGA. Inform the LGA MAA/TCM Consultant of the need for statewide or regional training or local technical assistance.
- Develop an effective MAA/TCM Coordination team at all levels.

Monitoring and Coordination of Program Required Documents

- Be actively involved in the preparation, review, and timely submission of program required documents, including MAA Claiming Plans and amendments, MAA Contracts, TCM Cost Reports, TCM Provider Agreements, Host Entity/LGA Agreements, and Participation Fees, etc.
- Ensure the processing of MAA/TCM related lateral agreements and subcontractor agreements.
- Oversee the preparation of MAA invoices and TCM claims, ensuring that claims do not duplicate reimbursements received from other payment mechanisms and that invoices/claims are submitted timely.

- Develop and maintain MAA/TCM program monitoring procedures.
- Establish and maintain MAA/TCM audit file requirements.
- Maintain a central file of all MAA/TCM policies and procedures, information, and documents.

State of California - Health and Human Services Agency Department of Health Services			CALSTATS INDEX CODE	
CONTRACT REQUEST (Submit 3 copies) <input type="checkbox"/> Expedite (Complete Items 17, and 18.)			5310	
1. Agreement/Amendment number	2. Current transaction amount	3. Agreement total	4. Term start date and end date	
04-350102	\$ 16,000,000.00	\$ 48,000,000.00	7/1/04 - 6/30/07	
5. Contractor's / Grantee's name			6. Project location (County / Statewide)	
Riverside County Community Health Agency			Riverside County	
7. Contractor's / Grantee's official contact person (name/title)			8. Telephone number	
Roy Wilson Chair, Board of Supervisors			(951) 358-5054	
9. Contractor's / Grantee's Contract/Project Manager (name/title)		10. Telephone number	11. Fax number	
Isabel Michaelis MAA Coordinator		(951) 358-5054	(951) 358-5259	
12. Agreement Type (check one)				
<input type="checkbox"/> 1 Consultant [Not for universities or Gov't. entities.] <input type="checkbox"/> 6 State entity [California state agency; California State University campus / Trustees of CSU; or University of California campus / Regents of UC.] <input checked="" type="checkbox"/> 2 Direct service / Subvention / Grant <input type="checkbox"/> 7 Other [Room/booth rental, stipends, classified ads, memberships, etc.] <input type="checkbox"/> 3 Personal service <input type="checkbox"/> 8 CMU Use Only <input type="checkbox"/> 4 Business service <input type="checkbox"/> 9 Incoming funds - reimbursement/revenue producing <input type="checkbox"/> 5 Public works				
13. Business Type (check one)				
<input type="checkbox"/> 1 For profit entity [Individual, partnership, joint venture, unincorporated or incorporated organization, commercial business, etc.] <input type="checkbox"/> 2 Nonprofit entity [Public or private incorporated organization, etc. CSU Foundation. Maintain proof of nonprofit status on file.] <input checked="" type="checkbox"/> 3 Government entity [City, County, California State agency, CSU campus/Trustees, federal agency, another State, etc.] <input type="checkbox"/> 4 Other [Public entities (e.g., UC campus/Regents, school/water district), other municipality, joint powers agency, etc.]				
14. For Profit Contractor Information (Complete if Business Type in Item 13 is 1) <input checked="" type="checkbox"/> N/A-Nonprofit/Gov't/Public entity or Multi-owner corporation				
a. Owner's Gender (check one) <input type="checkbox"/> Male <input type="checkbox"/> Female [When applicable for multi-owners, indicate data for the owner with 51% ownership].				
b. Owner's Ethnicity (check one)		c. Owner's Race (check one)		d. If Asian or Native Hawaiian or Pacific Islander (check one):
<input type="checkbox"/> Asian-Indian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Pacific-Asian <input type="checkbox"/> Other		<input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other		<input type="checkbox"/> Asian-Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Cambodian <input type="checkbox"/> Korean <input type="checkbox"/> Chinese <input type="checkbox"/> Laotian <input type="checkbox"/> Filipino <input type="checkbox"/> Samoan <input type="checkbox"/> Guamanian <input type="checkbox"/> Vietnamese <input type="checkbox"/> Hawaiian <input type="checkbox"/> Other
e. Small business status (check one) <input type="checkbox"/> 1 - Certified small business and/or microbusiness <input type="checkbox"/> 2 - Not a small business or not DGS certified				
15. DVBE participation (Check one)				
<input checked="" type="checkbox"/> N/A - Agreement type 2, 6, 7, or 9 <input type="checkbox"/> Actual participation achieved (partial or full 3%) <input type="checkbox"/> Good faith effort conducted <input type="checkbox"/> Waived by CMU				
16. Federal Funding - Is this agreement federally funded in whole or part? (Check one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
17. Expedite Handling Reason - If expedite handling is requested; choose a reason below and complete item 18.				
<input type="checkbox"/> Emergency <input type="checkbox"/> Politically sensitive to DHS Director, Legislature, or Governor. <input type="checkbox"/> Cash flow problems of the Contractor <input type="checkbox"/> Other urgent need. Explain in Item 18				
18. If expedite handling is requested, explain the following issues in the space below or attach a separate justification.				
a. Why is expedite handling needed, and b. What negative consequences will occur if your request is not approved, and c. If applicable, why is your agreement being processed late? <input type="checkbox"/> Check here if additional pages are attached.				CMU use only <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
19. Program contact / Agreement authorization				
Program analyst contact name		Email address	Telephone number	Fax number
Barbra Liberty		BLliberty@dhs.ca.gov	(916) 552-9603	(916) 552-9572
Division name		Section name		
Medi-Cal Policy Division		Administrative Claiming Local & Schools Services		
Mailing address (Street Address, Room Number, Mail Station-if appropriate, P.O. Box)		City	State	Zip code
1501 Capitol Ave. MS4600		Sacramento	CA	95814
Division Deputy Director signature		Printed name/title		Date signed
a		Stan Rosenstein, Deputy Director		

AGREEMENT SUMMARY STD 215 (DES Rev 6/03)		AGREEMENT NUMBER	AMENDMENT NUMBER		
<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED		04-35102			
1. CONTRACTOR'S NAME Riverside County Community Health Agency		2. FEDERAL I.D. NUMBER 94-600930			
3. AGENCY TRANSMITTING AGREEMENT California Department of Health Services		4. DIVISION, BUREAU, OR OTHER UNIT Medi-Cal Benefits Branch	5. AGENCY BILLING CODE 085065		
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT Alian Chinn 650-0118					
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If YES, enter prior contractor name and Agreement Number) 02-25137 Riverside County					
8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES Perform Medi-Cal Admin. Activities on behalf of the State D.H.S.					
9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.) The County shall perform Medi-Cal Administrative Activities (MAA) for Fiscal Year 2004/2007. It will assist in the proper and efficient administration of the Medi-Cal program					
Late Reason: Staffing					
10. PAYMENT TERMS (More than one may apply) <input type="checkbox"/> MONTHLY FLAT RATE <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ONE-TIME PAYMENT <input type="checkbox"/> PROGRESS PAYMENT <input type="checkbox"/> ITEMIZED INVOICE <input type="checkbox"/> WITHHOLD _____ % <input type="checkbox"/> ADVANCED PAYMENT NOT TO EXCEED \$ _____ or _____ % <input type="checkbox"/> REIMBURSEMENT/REVENUE <input type="checkbox"/> OTHER (Explain) _____					
11. PROJECTED EXPENDITURES					
FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
HCDF	4260 603 0912	04/05		2004	\$ 16,000,000.00
HCDF	4260 603 0912	05/06		2005	\$ 16,000,000.00
HCDF	4260 603 0912	06/07		2006	\$ 16,000,000.00
OBJECT CODE 95918 9912 702			AGREEMENT TOTAL \$ 48,000,000.00		
OPTIONAL USE			AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 16,000,000.00		
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.			PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$		
ACCOUNTING OFFICER'S SIGNATURE <i>[Signature]</i>		DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE \$ 16,000,000.00		
AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT	
	From	Through			
Original	7/1/04	6/30/07	\$ 48,000,000.00	Exempt. See Item 13.	
Amendment No. 1			\$		
Amendment No. 2			\$		
Amendment No. 3			\$		
TOTAL			\$ 48,000,000.00		

(Continue)

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD. 215 (DHS Rev 6/05)

13. BIDDING METHOD USED:
- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)* MM 03-10 Attachment_C_# 4
(Attach STD. 821) *(Give authority for exempt status)* *(Direct service / subvention)*

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)
 N/A - Exempt from bidding. See Item 13.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)
 N/A - Exempt from bidding. See Item 13.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
 The costs are in accordance with the approved Medi-Cal Allocation Plan.

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
Justification:
 N/A - Direct Service/Subvention

Contracting out is justified based on Government Code 19130(b).
 Justification for the Agreement is described below.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.107? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE? <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE ON FILE <input checked="" type="checkbox"/> N/A
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21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. CONTRACTOR CERTIFICATION CLAUSES B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A Admin. Relief
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23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any).

NO (Explain below) YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

Good faith effort documentation attached if 3% goal is not reached.
 We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain: N/A - Direct service / subvention.

Signature, if exempted at DHS' discretion.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (Indicate Industry Group)	SMALL BUSINESS REFERENCE NUMBER
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Multi-year contract allowed per Admin. Relief.	

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE	DATE SIGNED
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RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-5-a

Date: March 21, 2006

Subject: Agreement with Samuel French, Inc.

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Samuel French, Inc. to provide royalty, rental, and security fees for the license of a non-equity production of "Grease." These materials will be used by the Summer Conservatory to mount a production for three performances. The term of the agreement is for June 27, 2006 through August 7, 2006, for a fee of \$2,100.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from June 27, 2006 through August 7, 2006, for an amount not to exceed \$2,100.00, 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
Jodi Julian
Associate Professor, Theatre

SAMUEL FRENCH, INC.
45 WEST 25TH STREET
NEW YORK, NY 10010
Direct Phone Line (212) 206-8125
Direct Fax Line (212) 206-1429

RIVERSIDE COMMUNITY COLLEGE
ATTN: JODI JULIAN
THEATRE DEPARTMENT
4800 MAGNOLIA AVE.
RIVERSIDE, CA 92506

Your Reference # 0022533
Contract Date: JAN 23 2006

LICENSE

1. We hereby grant you a non-exclusive license for AMATEUR production of the musical play entitled:

GREASE

The licensee agrees to bill the Work and credit the author(s) in 50% size type of the title in all programs, houseboards, displays and in ALL advertising and publicity in the following manner:

GREASE

Book, Music and Lyrics by
JIM JACOBS and WARREN CASEY

a) Your attention is called to paragraph nine (9). This show must be produced only in accordance with the material supplied by this office; NO MATERIAL FROM ANY OTHER SOURCE MAY BE INCLUDED IN YOUR PRODUCTION.

b) The ONLY logo authorized by Samuel French, Inc., for use in your advertising and program, is that pictured in our MUSICAL CATALOGUE. The "real" logo from the film version of GREASE is the property of PARAMOUNT PICTURES CORPORATION and cannot be used with your production.

Failure to comply with these stipulations will result in withdrawal of rights and in setting new terms consistent with company policy.

For production at the COLLEGE THEATRE in RIVERSIDE, CA for 3 performance(s) beginning AUG 03 2006 and ending AUG 05 2006 inclusive. The seating capacity and ticket print run shall be limited to 400 per performance, with ticket price range of \$10.00 - \$0.00, said place of performance, location, number of performances, dates of performances, seating capacity, and ticket prices shall not be altered without written permission from Samuel French, Inc. Samuel French, Inc. may withhold permission for any changes at its sole discretion.

2. The license fee agreed upon is \$1,600.00 for 3 performances.
3. You agree to pay us a rental charge of \$500.00 dollars for 3 performance(s), in addition to the above license fee, for which we agree to lend you the following material:

1 piano/conductor's score
6 orchestral parts:
2 Tenor Saxophone (I & II)
2 Guitars (I & II)
Drums
Bass
18 Chorus Books

For the production of said play to be given by you hereunder. THESE ARE THE ONLY MATERIALS AUTHORIZED BY THIS LICENSE AND MUST BE RENTED FROM US AS A CONDITION OF THIS OFFER.

We agree to furnish the rehearsal material approximately 8 weeks before your opening date. (PLEASE ALLOW APPROXIMATELY TEN DAYS FOR DELIVERY)

4. You agree to place with us a deposit of \$400.00 as partial security for the safe return of any material lent to you hereunder. Upon the return of the material to us we shall refund said deposit to you, less charges, if any, for the replacement of any part of the material not returned or returned in bad condition. Said deposit shall not prejudice our right to additional compensation should the damage to or loss of material exceed the amount of the deposit. You will pay postage or any other shipping charges.

(5) A. You agree that every care will be taken of your materials and that it will be used for no other purpose except as stated in Paragraph 3 hereof. Any marks made by you (and such marks shall be light and in pencil only) in said material are to be erased before the material is returned to us or we shall be entitled to charge you erasing or replacement charges. Your responsibility for these rental materials and the damage charges are outlined fully in the enclosed documentation.

B. You agree to reship the material to us (inside delivery), 206 Main Street, Hurleyville, New York 12747 by PREPAID and INSURED EXPRESS NOT LATER THAN THREE DAYS AFTER THE LAST PERFORMANCE HEREUNDER. Should you fail to return the complete material to us within said period we shall be entitled to charge a rental fee of \$10.00 for each day the material is retained by you beyond the time specified.

(6) A. When you place your order with us for the rental materials specified in Paragraph 3, you agree at that time to make payment to us of the amount of the license fee specified in Paragraph 2 hereof, the amount of the rental charge specified in Paragraph 3 hereof, and the amount of the deposit specified in Paragraph 4 hereof.

B. If the work is not performed by you, the license fee will be returned. Samuel French, Inc. will be entitled to a rental fee of \$100.00 per month, or any part of a month, for all materials that have been sent to you and not returned to Samuel French, Inc., in addition to shipping charges as set forth in Paragraph 4.

C. You agree that you will place with us your order for rehearsal materials and orchestral materials with the payments herein specified, so that it will reach us in sufficient time (two months prior to your opening performance date) to enable our shipment of the materials to you by a shipping service of our choice.

(7) You agree that the name(s) of the author(s) of the book the composer(s) and lyricist(s) of the said play shall appear in all programs you print or cause to be printed in connection with this production in type not less than 50% of the size of the title and that the names of the author(s), composer(s) and lyricist(s) shall also appear in any paid newspaper ads placed by you, and also in houseboards, window cards and similar publicity under your control.

(8) No changes, interpolations or deletions in the book, lyrics or music shall be made in this play for the purpose of your production hereunder.

- (9) You will furnish us two copies of the program of your production of the said play hereunder.
- (10) **We make no representation as to the condition, adequacy or availability of said materials.**
- (11) All other rights of any sorts or nature in the said play aside from these specifically granted hereunder are reserved to us, with the full right to exercise and make use of such other rights without their being considered in conflict or in competition herewith.
- (12) All copies of this agreement should be signed by an officer or duly authorized member of your organization and returned to us, accompanied by payment for any sums stipulated herein, which may be due and payable upon such signing. Upon receipt we shall send you a copy of this agreement with our signature and this license shall thereupon become effective.
- (13) **This contract is for live, staged productions only. NO OTHER RIGHTS ARE HEREBY GRANTED, INCLUDING, BUT NOT LIMITED TO: TELEVISION, FILM, VIDEO CASSETTE, OR AUDIO RECORDINGS. YOU MAY NOT VIDEOTAPE YOUR PRODUCTION FOR ANY REASON WHATSOEVER.**
- (14) This agreement constitutes an offer revocable by Samuel French, Inc. at any time prior to signature by both parties and the payment of fee or charge as set forth in Paragraph 2, 3, and 4 of this statement.
- (15) This agreement shall be covered by the laws of the State of New York.

SAMUEL FRENCH, INC.

By _____
signature and title of licensee

By _____
signature of SAMUEL FRENCH agent

LONDON

HOLLYWOOD

TORONTO

SAMUEL FRENCH, INC.

FOUNDED 1830

PLAY PUBLISHERS AND AUTHORS' REPRESENTATIVES

INCORPORATED 1899

45 WEST 25TH STREET
NEW YORK, N.Y. 10010-2751

MAIN LINE: (212) 206-8990

AMATEUR MUSICALS: (212) 206-8123

FAX: (212) 206-1429

To Whom It May Concern:

Please read both this letter and the enclosed license very carefully as it explains the necessary procedures for continuing with your production. Please note that this license does not in any way commit you to produce the said musical. Paragraph 3 of your license lists the rental materials that Samuel French, Inc. agrees to provide you with. If your rental package does not include vocal/chorus books, then they are not available for that particular title. **Not all shows have vocal/chorus books.** In addition, most Samuel French scripts are published and are therefore sold separately. **Published scripts are not included in your rental package,** but may be purchased by filling out the enclosed ORDER FORM or by placing an order with our order department. If for some reason the materials stated in paragraph 3 are inadequate and you require additional rental materials, please fill in the appropriate spaces in the enclosed ORDER FORM. We cannot always guarantee our supply of *additional rental materials.*

A license is based on specific statistics from your original application. If there is a discrepancy or if a change is required, **WE MUST BE NOTIFIED IN WRITING. FAILURE TO INFORM US OF ANY CHANGE MAY CONSTITUTE A VIOLATION OF YOUR CONTRACT.** If you agree to the terms of the enclosed license, please send **BOTH** copies back signed by a representative of your organization.

Most rental materials are shipped **UPS GROUND** or **UPS 3-DAY SELECT** (allow 5-8 business days). Make sure you provide us with a valid street address, as **UPS WILL NOT DELIVER TO A P.O. BOX.** If you would like your materials shipped faster, please indicate on the enclosed ORDER FORM. You are responsible for all shipping and handling fees. These fees will appear on your invoice enclosed with your rental materials and will be deducted from your RENTAL DEPOSIT after you have returned your materials.

All materials should be returned to **SAMUEL FRENCH WAREHOUSE, 206 Main Street, Hurleyville, NY 12747.**

TO RECEIVE RENTED MATERIALS*:

1. Read and sign the back of both LICENSING AGREEMENTS.
2. Fill out the provided ORDER FORM.
3. Send both copies of the signed LICENSE, the completed ORDER FORM, and payment for the ROYALTY, RENTAL, and DEPOSIT specified in paragraphs 2, 3 and 4 of your LICENSE.

* Please note: Rental materials as specified in paragraph 3 of the license will *only* be shipped upon **FULL PAYMENT** of the ROYALTY, RENTAL, and DEPOSIT specified in your license.

PAYMENT POLICIES:

1. All accounts, whether educational based or community based **MUST** pay the ROYALTY, RENTAL, and DEPOSIT stated in paragraphs 2, 3, and 4 of your license in **FULL** before we will send *any* rented material listed in paragraph 3. No materials will be shipped on partial payment.
2. Payment must be in the form of a check or money order.
3. We do not accept purchase orders.

Thank you for your interest in our musical properties.

Sincerely,
Samuel French, Inc.

LONDON

HOLLYWOOD

TORONTO

SAMUEL FRENCH, Inc.

FOUNDED 1850

PLAY PUBLISHERS AND AUTHORS' REPRESENTATIVES

INCORPORATED 1899

45 WEST 25TH STREET
NEW YORK, N.Y. 10010-2751

PHONE: (212) 206-8990
FAX: (212) 206-1429

Musicals Department

July 10, 2005

RE: PURCHASE ORDERS



Effective July 10, 2005, we no longer accept purchase orders. All schools and government organizations must pay for royalties, rental and deposit in advance by check or money order. These organizations will not be shipped their music until we have received advance payment.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-b

Date: March 21, 2006

Subject: Agreements for the Summer Conservatory Production of “Grease”

Background: Presented for the Board’s review and consideration are agreements between Riverside Community College District and Mark Henson to provide services as the musical director, and Lynda Krinke as the costume designer for the Summer Conservatory production of “Grease.” These services will be used to mount a production for three performances. The term of the agreements is for June 27, 2006 through July 31, 2006, for fees of \$2,000.00 to each provider. Funding source: General Fund.

The vendors in this contract are consultants who do 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 vendors are 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. These agreements have been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for June 27, 2006 through July 31, 2006, for an amount not to exceed a total of \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Dean of Instruction
Jodi Julian
Associate Professor, Theatre

AGREEMENT BETWEEN MARK HENSON
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 22nd day of March 2006 by and between MARK HENSON hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Musical Director for the District's Summer Conservatory production of "Grease" with scheduled performances June 27 through July 31, 2006.
 - b. Provide all necessary musical direction responsibilities to facilitate the performance of "Grease".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$2,000.00.
5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Mark Henson

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN LYNDA KRINKE
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 22nd day of March 2006 by and between LYNDA KRINKE hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

4. The consultant agrees to provide the following services:
 - a. Costume Designer for the District's Summer Conservatory production of "Grease" with scheduled performances June 27, 2006 through July 31, 2006.
 - b. Provide all necessary costume design responsibilities to facilitate the performance of "Grease".
5. 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.
6. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$2,000.00.
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.

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

Lynda Krinke

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-c

Date: March 21, 2006

Subject: Agreement with Kyle Bruich

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Kyle Bruich to provide services as the guest adjudicator for the RCC Show Choir Festival. The term of the agreement is for March 10, 2006, for a fee of \$300.00. Funding source: General Fund.

The vendor in this contract is a consultant who 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.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for March 10, 2006, for an amount not to exceed \$300.00, 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
Dina Humble
Assistant Professor, Music

AGREEMENT BETWEEN KYLE BRUICH
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 1st day of March 2006 by and between KYLE BRUICH 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. Adjudicate for the Riverside Community College Show Choir Festival
March 10, 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 \$300.00.
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.

Kyle Bruich

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5-d

Date: March 21, 2006

Subject: Agreements for the Vocal Jazz Festival

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Casey McCune to provide services as the sound engineer, Paul Sapra as the guest bass player, and Michele Weir as the guest adjudicator for the RCC Vocal Jazz Festival. The terms of the agreements are for March 8, 2006 through March 10, 2006, for fees of \$300.00, \$700.00, and \$350.00 respectively. Funding source: General Fund.

The vendors in the contracts are consultants who do 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 vendors are 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. The agreements have been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreements, for March 8, 2006 through March 10, 2006, for an amount not to exceed a total of \$1,350.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Dean of Instruction
Dina Humble
Assistant Professor, Music

AGREEMENT BETWEEN CASEY MCCUNE
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 1st day of March 2006 by and between CASEY MCCUNE hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Sound Engineer for the RCC Vocal Jazz Festival March 9-10, 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 \$300.00.
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.

Casey McCune

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN PAUL SAPRA
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 1st day of March 2006 by and between PAUL SAPRA hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

4. The consultant agrees to provide the following services:
 - a. Guest bass player for the RCC Vocal Jazz Festival March 8-10, 2006.
5. 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.
6. 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 \$700.00.
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.

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

Paul Sapra

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN MICHELE WEIR
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 1st day of March 2006 by and between MICHELE WEIR hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

7. The consultant agrees to provide the following services:
 - a. Adjudicate for the RCC Vocal Jazz Festival March 9, 2006.
8. 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.
9. 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 \$350.00.
9. 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.
10. 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.

Michele Weir

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-5-e

Date: March 21, 2006

Subject: Agreement with DEG Music Products, Inc.

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and DEG Music Products, Inc. whereby DEG agrees to a one-time exchange of instruments, listed in Exhibit A, for the RCC Marching Tigers to be completed in 2006 and a two-time exchange of instruments, listed in Exhibit B, during 2007 and again in 2009. RCC Marching Tigers will test the performance of prototype products and assist the company in the development, enhancement and promotion of products. The term of the agreement is March 22, 2006 through December 31, 2009. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, and Linda Lacy, Vice Chancellor, Student Services and Operations.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from March 22, 2006 through December 31, 2009, at no cost to the District, 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
Charlie Richard
Associate Professor, Music

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT (“Agreement”), made and entered into the 22nd day of March, 2006, by and between DEG MUSIC PRODUCTS, INC. (“Company”), and RCC Marching Tigers.

RECITALS

WHEREAS, RCC MARCHING TIGERS is recognized and widely known as a highly skilled marching band and percussion performance ensemble; and

WHEREAS, RCC MARCHING TIGERS’ name, by virtue of its abilities and reputation, has acquired a secondary meaning in the mind of the purchasing public, important to the advertisement, promotion, and sale of products manufactured by the Company; and

WHEREAS, the Company is engaged in the distribution of brass and percussion musical instruments and supplies; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used herein, the terms set forth below shall be defined as follows:

- a. “Products” shall mean any and all brass and percussion musical instruments or related products manufactured, distributed, promoted, advertised, and sold by Company, or its related companies, bearing the Dynasty logo or the name of Company.
- b. “Contract Territory” shall mean worldwide, and not be limited to the continental United States.
- c. “Term” shall mean a period of time commencing as of March 22, 2006, and concluding December 31, 2009, unless sooner terminated in accordance with the terms and conditions hereof, or unless extended in accordance with the provisions of this agreement.

2. One Time Exchange Instruments for RCC MARCHING TIGERS. The Company agrees to a one time exchange of RCC MARCHING TIGERS instruments listed in Exhibit A with current model Products during the period of time of this contract.

3. Two Time Exchange Instruments for RCC MARCHING TIGERS. The Company agrees to exchange in 2007 and 2009 the RCC MARCHING TIGERS instruments listed in Exhibit B with current model Products during the period of time of this contract.

4. Additional Instruments for RCC MARCHING TIGERS. The Company agrees to provide RCC MARCHING TIGERS instruments listed in Exhibit C with current model Products.

5. Purchase of Replacement Products. The Company agrees to provide to RCC MARCHING TIGERS, and RCC MARCHING TIGERS agrees to purchase from the Company, any additional Products necessary for the performance of RCC MARCHING TIGERS' ongoing functions, provided said Products are currently distributed by the Company. The Company will sell all such Products to RCC MARCHING TIGERS at the current dealer net price in effect at the time of the purchase.

6. Insurance. RCC MARCHING TIGERS agrees to self insure the Products under its deductible and joint powers authority, which shall provide for replacement of any lost, damaged, stolen, or destroyed Products.

7. Replacement Parts. Subject to RCC MARCHING TIGERS' obligations to care for the Products provided to it by the Company, the Company will supply replacement parts and hardware for all Products during the Term of this Agreement. The Company will, at all times, ensure that RCC MARCHING TIGERS has a sufficient inventory of replacement parts on hand for the Products, and shall replenish parts and hardware inventory within ten (10) days' written notice.

8. Grant of Endorsement Rights. Subject to the terms and conditions set forth herein, RCC MARCHING TIGERS grants to the Company the exclusive right and license, within the Contract Territory and during the Term of this Agreement, to use RCC MARCHING TIGERS' name and endorsement in connection with the manufacture, distribution, advertisement, promotion, and sale of endorsed Products. RCC MARCHING TIGERS agrees that the Company will have the right to use the name and pictures of RCC MARCHING TIGERS, and all brass and percussion staff of RCC MARCHING TIGERS, in any publicity releases or for advertising purposes relating to the Products. RCC MARCHING TIGERS further agrees to supply the Company with any such photographs and/or information concerning RCC MARCHING TIGERS, and all brass and percussion staff of RCC MARCHING TIGERS, as shall be reasonably requested by the Company. RCC MARCHING TIGERS agrees to represent the Company and the Products by keeping all "Dynasty" identification and logos on endorsed Products visible, and to include on its equipment trucks and program books such logos, identifications, or representations as reasonably directed by the Company.

9. Exclusive Use of Products. Provided the Company has supplied adequate Product inventory, RCC MARCHING TIGERS shall use only the Products in any public or private performances

and/or practices which occur during the Term of this Agreement.

10. Competition. RCC MARCHING TIGERS agrees to compete for a minimum of four (4) years in the Winter Guard International Percussion Championships (“WGI”) competition. Any failure on the part of RCC MARCHING TIGERS to engage in such competition shall be pre-approved by Company, and, in the event RCC MARCHING TIGERS does not engage in WGI competition for one (1) or more years, this Agreement shall be extended, at the option of the Company, for an equal number of years.

11. Competitive Endorsements. RCC MARCHING TIGERS shall not endorse any product in direct competition with the Products. Endorsements for noncompetitive products shall be subject to the prior approval of the Company, which approval will not be unreasonably withheld.

12. Products Recommendation. RCC MARCHING TIGERS and its management staff shall recommend the purchase of the Products to any and all groups.

13. Product Enhancement. RCC MARCHING TIGERS agrees to assist the Company in the development and enhancement of the Products by providing periodic inspections and information on the Products.

14. Title to Property. All Products covered by this Agreement shall remain the property of the Company until the expiration of the Term of this Agreement. Upon termination of this Agreement by the expiration of time or otherwise, Products listed in Exhibit A become the property of RCC MARCHING TIGERS. Upon termination of this Agreement by the expiration of time or otherwise, Products listed in Exhibit B and C shall be returned to the Company, at RCC MARCHING TIGER’S expense, within thirty (30) days of termination. If RCC MARCHING TIGERS does not return the Products within thirty (30) days, all Products will be invoiced at the Current Dealer Net Price, net due and payable upon receipt of invoice.

15. Manufacturer’s Warranty. All Products provided under this Agreement are subject to the Company’s normal five (5) year manufacturer’s limited warranty, a copy of which is attached to this Agreement as Exhibit B and incorporated herein by reference.

16. Special Right of Termination by the Company. The Company shall have the option to terminate this Agreement upon thirty (30) days’ prior written notice to RCC MARCHING TIGERS, or its representative, in the event of the occurrence of any of the following contingencies:

- a. Dissolution, bankruptcy, or an assignment for the benefit of creditors on the part of the Company.

If RCC MARCHING TIGERS retires or terminates its

- b. participation in WGI competition.

17. Right of Termination of RCC MARCHING TIGERS. RCC MARCHING TIGERS shall have the right to terminate this Agreement upon default by the Company or in the event the Company is dissolved, files bankruptcy, or assigns its assets for the benefit of creditors.

18. Assignment. Neither party shall have any right to grant sublicenses or otherwise assign, transfer, alienate, encumber, or modify its rights or obligations hereunder without the express prior written consent of the other party.

19. Right to Contract. Each party represents to the other that it is authorized to enter into this Agreement and to provide the services hereunder, and that the exercise of the rights granted to the other party hereunder will not conflict with any commitments or agreements previously entered into by or between the party so representing and the other party.

20. Right of First Negotiation. RCC MARCHING TIGERS agrees that the Company shall have the right of first negotiation to the use of RCC MARCHING TIGERS' appearances and endorsements for Products following expiration of the Term of this Agreement. RCC MARCHING TIGERS agrees it will not negotiate with any other manufacturer or distributor of products for the use of RCC MARCHING TIGERS' appearances and endorsements for a period of ninety (90) days before and after expiration of the Term of this Agreement, or until negotiations with the Company have reached an impasse, or until the Company has notified RCC MARCHING TIGERS of its election to waive its right of first negotiation, whichever occurs first.

21. Nondisclosure.

a. RCC MARCHING TIGERS, its staff, agents, or employees, shall not disclose, and shall retain in strictest confidence, any and all information relating to the design and performance of prototype Products which RCC MARCHING TIGERS may, during the course of this Agreement, be asked to test.

b. RCC MARCHING TIGERS further agrees to cooperate with any such testing, as reasonably requested by Company.

22. Confidentiality. The terms of this Agreement shall at all times remain confidential by and between the parties hereto. This obligation exists during the Term of this Agreement and for five (5) years thereafter.

23. Notices. All notices, statements, and payments required hereunder shall be sent by certified mail, return receipt requested, to the parties at the following addresses, or to such other addresses as either may from time to time designate to the other:

If to the Company:

DEG Music Products, Inc.
P.O. Box 968 Lake Geneva, WI 53147

If to Riverside Community College:

(Whoever can legally sign for RCC MARCHING TIGERS should be entered in this section.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

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

COMPANY:
DEG MUSIC PRODUCTS, INC.

By: _____

Its: President

STATE OF WISCONSIN)
COUNTY OF WALWORTH) ss.
)

Personally came before me this ____ day of March, 2006, the above-named MARK SCHAFER, to me known to be the President of DEG MUSIC PRODUCTS, INC., and to be the person who executed the foregoing instrument and acknowledged the same as his free and voluntary act, and as the free and voluntary act of said corporation.

Notary Public, Walworth County, Wisconsin My
Commission Expires:

RCC

MARCHING

TIGERS

By:

Its:

STATE OF)

) ss.

COUNTY OF)

Personally came before me this _____ day of March, 2006, the above-named _____, to me known to be the _____ of RCC MARCHING TIGERS, and to be the person who executed the foregoing instrument and acknowledged the same as his free and voluntary act, and as the free and voluntary act of said corporation.

Notary Public
My Commission Expires:

This instrument was drafted by:

Kim A. Howarth GODFREY, LEIBSLE, BLACKBOURN & HOWARTH, S.C. 11 North Wisconsin Street Post Office Box 260 Elkhorn, Wisconsin 53121 Telephone: (262) 723-3220 Facsimile: (262) 723-5091 e-mail: khowarth@godfreylaw.com

EXHIBIT A

One Time Exchange Instrument for RCC MARCHING TIGERS

Quantity	Model	Description
12	010-M541S	Dynasty Marching Mellophones, silver
12	010-M570S	Dynasty Marching Baritones, silver
14	010-M890S	Dynasty Sousaphone, 4V, silver

EXHIBIT B

Two Time Exchange Instrument for RCC MARCHING TIGERS

Quantity	Model	Description
10	P01-DFX14BK	Dynasty Marching Snare Drum, black Hdw
10		Dynasty "Shorty" Shells for above, black Hdw
10	P20-DAST	Dynasty Snare Carrier
10		Dynasty Snare Drum Stands
10		Dynasty Snare Drum Covers
5	P03-680234BK	Dynasty 6-8-10-12-13-14" Hex Set, black Hdw
5	P20-DAQV	Dynasty Hex Carriers
5		Dynasty Tom Stands
5		Dynasty Tom Covers
1	P02-MBD16BK	Dynasty 16" Marching Bass Drum, black Hdw
1	P02-MBD18BK	Dynasty 18" Marching Bass Drum, black Hdw
1	P02-MBD20BK	Dynasty 20" Marching Bass Drum, black Hdw
1	P02-MBD22BK	Dynasty 22" Marching Bass Drum, black Hdw
1	P02-MBD24BK	Dynasty 24" Marching Bass Drum, black Hdw
1	P02-MBD26BK	Dynasty 26" Marching Bass Drum, black Hdw
1	P02-MBD30BK	Dynasty 30" Marching Bass Drum, black Hdw
7	P20-DAB1	Dynasty Bass Drum Carrier
7		Dynasty Bass Drum Stands
7		Dynasty Bass Drum Covers

EXHIBIT C
ADDITIONAL INSTRUMENTS FOR RCC MARCHING TIGERS

Quantity	Model	Description
1	P07-DXP25	Dynasty 2.5 Octave Xylophone
2	P10-DOBP25	Dynasty Orchestra Bells
1	P10-DPC	Dynasty Chimes
1	P05-CBD36-20	Dynasty 36" Concert Bass Drum
2	P15-DHDCB	Dynasty Concert Bass Drum Stand
3	P15-DHDKB	Dynasty Keyboard Holder

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6-a

Date: March 21, 2006

Subject: Affiliation Agreement with D. V. Urgent Care

Background: Presented for the Board's consideration and review is the renewal of an existing affiliation agreement for clinical training between Riverside Community College District and D. V. Urgent Care. This agreement provides a venue for training physician assistant students in the practice of family and emergency medicine. The term of the agreement is for one year, March 22, 2006 through March 21, 2007. This is the best contract that can be negotiated; the terms and conditions of the contract are customary for this activity. 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.

Recommended Action: It is recommended that the Board of Trustees approve the affiliation agreement, for March 22, 2006 through March 21, 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: Lisa Conyers
Dean of Instruction
Delores Middleton
Director, Physician Assistant Program

RIVERSIDE COMMUNITY COLLEGE DISTRICT
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of March 22, 2006, entered into by and among the Riverside Community College District (RCCD) and D. V. Urgent Care (“Facility”), located at 7777 Milliken Avenue, Rancho Cucamonga, California.

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

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

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

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

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

I. GENERAL INFORMATION

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

II. OBLIGATIONS OF RCCD

RCCD SHALL:

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

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
 - Student schedules;
 - Placement of students in clinical assignments;
 - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.

- G. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
 - 1. Name, address and telephone number;
 - 2. Health care providers and/or health insurance; and
 - 3. All other reasonable information about the RCCD and students as requested by the Facility.

- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.

- J. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

III. OBLIGATIONS OF FACILITY

FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.

- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.

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

- M. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

IV. INSURANCE

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

V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of

attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

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

VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

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

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race,

color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

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

VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

The parties expressly understand and agree that:

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between RCCD and the Facility, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change

(including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

VIII. PUBLICITY

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

IX. MODIFICATION

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

X. SURVIVING SECTIONS

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

XI. ASSIGNMENT

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

XII. RULES OF CONSTRUCTION

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

XIII. ENTIRE AGREEMENT

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

XIV. JURISDICTION

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

XV. EXECUTION

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

XVI. SEVERABILITY

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

XII. AUTHORIZATION

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

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

RCCD

FACILITY

Riverside Community College District

D. V. Urgent Care

By:

By:

Printed: James Buisse
Vice Chancellor

Printed: Dan Vasile

Title: Administration and Finance

Title: Medical Director

Date:

Date:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-a

Date: March 21, 2006

Subject: Agreements with Adventureland Safari LLC

Background: Attached for the Board's review and consideration are the agreements between Riverside Community College District and Adventureland Safari LLC to provide classroom facilities, faculty and student housing, transfer transportation, academic guide, group airfare and insurance for the summer session study abroad programs in Sicily, Italy from June 19, 2006 through July 3, 2006, and in Prague, Czech Republic, Cesky Krumlov, Czech Republic, and Budapest, Hungary, from July 23, 2006 through August 7, 2006. Funding source: No cost to the District.

The educational service provider 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.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for June 19, 2006 through July 3, 2006 and for July 23, 2006 through August 7, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Jan Schall
Coordinator, International Education/Study Abroad Programs

ADVENTURELAND/SAFARI LLC

PROGRAM PROPOSAL
RIVERSIDE COMMUNITY COLLEGE DISTRICT
SUMMER IN SICILY
June 19 to July 03, 2006

1. What is Adventureland/Safari LLC and what services does it provide?

Adventureland/Safari LLC acts as a travel contractor for academic study programs. Adventureland/Safari LLC will provide the following services:

- a. Travel and living accommodations for professors and students participating in the Sicily 2006 program.
- b. Assistance to participants having medical and logistical problems or needing individual travel arrangements.
- c. Escort services and assistance by one of its representatives for the duration of the program.
- d. Orientation meetings both prior to departure from the U.S. as well as on arrival in Palermo.

2. Dates for Program

- Depart LAX for PALERMO: Monday, June 19, 2006
- Depart PALERMO for LAX: Monday, July 03, 2006

3. Itinerary of Program

JUNE 19, Monday (DAY 1) LAX departure

JUNE 20 (DAY 2) Arrival in PALERMO
Check-in Hotel - day at leisure
Welcome Dinner

JUNE 21 (DAY 3) PALERMO

Regional Archeological Museum - Quattro Canti – Praetorian Square – Martorana Church – San Cataldo Church – Politeama and Massimo Theaters – Vucciria Market – Garraffo Fountain – Croce dei Vespri Square – Road of the old artisans - Argenteria Street – St. Domenico Church with adjoining Rosary Oratory – St. Cita Church - Church of St. Mary in Valverde

June 22 (DAY 4) TRAPANI area bus excursion from Palermo
(Palermo → Trapani 104 Km=65 miles)

Segesta (Doric Temple and Hellenistic Theater) – Erice (Castle of Venus and Mother Church with its bell tower) – Mozia Island - typical hors d'oeuvres and regional wines, including Marsala, during excursion

JUNE 23 (DAY 5) PALERMO

Abatellis Palace and Gallery – Marina Square – Steri Palace – Church of the Gancia – Church of St. Mary of the Chain – Church of St. Teresa at the Kalsa – Mondello bathing resort and square (optional dinner)

June 24 (DAY 6) AGRIGENTO area bus excursion from Palermo
(Palermo → Agrigento 124 Km=77 miles)

Valley of the Temples – National Archeological Museum

June 25 (DAY 7) PALERMO

Cathedral and Coronation Lodge – Vittoria Square and Villa Bonanno – Porta Nuova – Norman (or Royal) Palace – Palatine Chapel – Church of St. John of the Hermits
Monreale (Church, Dome, Cloisters) - Capuchin Church and Catacombs – Zisa Royal Palace – Cuba Palace – Cubula (Little Cuba) Pavilion

JUNE 26 (DAY 8) PALERMO → ENNA area → CALTAGIRONE bus travel
(Palermo → Enna: 136 Km=84 miles)

Variano Museum – Alessi Museum – Castle
Piazza Armerina – Castle – Dome – Roman Villa at Casale (UNESCO)
Piazza Armerina → Caltagirone (Enna → Caltagirone: 60 Km=37 miles)
Stairs to Santa Maria del Monte with rows of ceramic workshops – Regional Museum of Ceramics

JUNE 27 (DAY 9) CALTAGIRONE → RAGUSA → NOTO → SYRACUSE bus travel
RAGUSA (Caltagirone→ Ragusa: 62Km=39 miles): Sicilian Baroque mostly in Ragusa Ibla
NOTO (Ragusa→ Noto: 46Km=27 miles): Sicilian Baroque + excellent pastry
SYRACUSE (Noto→ Syracuse: 32Km=20 miles)

JUNE 28 (DAY 10) SYRACUSE

Neapolis (Greek Theater – Dyonisus “Ear” - Roman Amphitheater) – Archeological Museum
Paolo Orsi – Arethusa Fountain - Boat ride in afternoon

JUNE 29 (DAY 11) TAORMINA → Mt. ETNA bus excursion from SYRACUSE

JUNE 30 (DAY 12) SYRACUSE → MESSINA → LIPARI bus travel
(Syracuse → Milazzo 196 Km=122 miles)
(Milazzo → Lipari → Stromboli by boat)

JULY 1 (DAY 13) LIPARI (boat)→ MILAZZO (bus) → PALERMO
(Milazzo → Palermo: 205 Km=127 miles)

Milazzo: traditional borgo maronita “Castelbuono” (optional lunch with the famous “manna”)

JULY 2 (DAY 14) CEFALU excursion from Palermo (Palermo → Cefalú: 69 Km=43 miles)

Cathedral – Corso Ruggero – Osterio Magno – sunbathing and/or swimming at the crescent-shaped beach

Farewell lunch or dinner at the “La Vecchia Marina” or other restaurant offering fresh fish and a sea-view.

JULY 3, Monday (DAY 15) PALERMO departure for LAX

4. Air and land transportation

Adventureland/Safari LLC will be responsible for all transportation related to the tour program in the Island of Sicily and the Eolian island of Lipari.

- Adventureland/Safari LLC will make arrangements for smooth departures, transfers, and arrivals related to the trip.
- Adventureland/Safari LLC will provide peak-season, round-trip air transportation from Los Angeles to Palermo on a regularly scheduled carrier. Preference will be given to airlines with only one change of planes and with the shortest possible layover between flights, in any case no less than two hours. Due to recent events and their impact on air travel, airlines

have been reducing the number of flights and changing schedules on short notices. At the present time no carrier flies non-stop from LAX to Italy

- Adventureland/Safari LLC will provide airport transfers in Palermo both on arrival as well as on departure. .
- Land transportation from town to town will be by air-conditioned motorcoach. Stops will be made, as requested, at gas stations or markets with restroom facilities.

5. Living accommodations

- Accommodations will be in 4 and 5-star hotels
- 24-hour receptionists will relay messages received by telephone or fax. In case of emergency the receptionist will promptly contact the Adventureland/Safari LLC escort.

6. Social programs / orientations

Adventureland/Safari LLC will conduct a pre-departure orientation meeting to cover such general aspects as Sicilian culture and customs, as well as practical information concerning how to exchange money, how to get laundry service, how to send and receive faxes and e-mail, and how to find inexpensive but good restaurants. A second orientation meeting will take place on day of arrival in Palermo along with a complimentary welcome dinner. They will also be given detailed instructions in case of medical emergencies or in case Police assistance should be needed while in town. A list of pharmacies, postal offices, laundry establishments, internets, banks, ATM machines (“Bankomats”), etc. will also be provided.

7. Local Staff Assistance

- An Adventureland/Safari LLC representative will meet the group at the LAX airport on departure and any other time during the program, as requested by the Director of the Program. The representative will be available to instructors and participants throughout the program.

8. Safety / crisis management plan

- A 24-hour English speaking receptionist will be instructed to promptly report to the Adventureland/Safari LLC representative as well as the

Adventureland/Safari LLC office any emergency or other situation requiring prompt attention and assistance

- A list of local pharmacies and Medical Clinics with English- speaking doctors will be provided by Adventureland/Safari LLC for students wishing to seek care for non-emergency medical problems.
- The RCCD Director of the Program will be promptly notified of any bona-fide emergency situation and will be informed about the steps being taken to control it.

9. Entrance fees and sites of cultural interest

- Adventureland/Safari LLC will provide the entrance fees to museums, cathedrals, galleries and castles.

10. Excursions / boat trips

- Adventureland/Safari LLC will provide a boat ride in Siracusa, a cableway excursion to Mount Etna and the inter-island boat ride between Sicily and Lipari

11. Meals

- Welcome dinner on arrival in Palermo and farewell dinner in Cefalú
- Daily breakfast

12. Insurance for students and Faculty

- Students who carry no insurance in the United States can, for a reasonable fee, buy coverage for emergency medical care, tour interruption, repatriation, etc. through Adventureland/Safari LLC

13. Contractor's Insurance and Registration.

- Adventureland/Safari LLC foreign general liability and errors and omissions insurance policies to the amount of \$1,000,000 / 3.000.000.
- Adventureland/Safari LLC is registered with the California Seller of Travel Program, CST #2018845-10, and is a participant in the Travel Consumer Restitution Fund (TCRC). Registration as a Seller of Travel does not constitute approval by the State of California.

Passengers may request reimbursement from TCRC if they are owed a refund of more than \$50 for transportation or travel services which was not refunded

in a timely manner by a Seller of Travel who was registered and participating in the TCRC at the time of the sale. The maximum amount that may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the Seller of Travel, not to exceed \$15,000. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation and a \$35 processing fee. Passenger must agree to waive his/her right to other civil remedies against a registered participating Seller of Travel for matters arising out of a sale for which the claim is filed with the TCRC, if claimant was located in California at the time of the sale. A claim form can be requested by writing to:

Travel Consumer Restitution Corporation
P.O. Box 6001
Larkspur, CA 94977-6001

or by faxing a request to: (415) 927-7698

- Passengers purchasing travel outside of California are not covered by the California Travel Consumer Restitution Corporation.

14. Cost of program: \$1,994 per person, which includes:

- Airport transfers in Palermo
- Accommodations on a double-occupancy basis in 4 and 5-star hotels
- Motorcoach transportation from town to town
- Daily buffet breakfast
- Welcome dinner in Palermo and farewell dinner in Cefalú
- Entrance fees to museums, galleries, palaces and churches
- Boat rides and cableway to Mt. Etna
- Escort throughout tour by a Adventureland/Safari LLC representative

Single supplement: \$580

15. Payment schedule and procedures

1 st payment of \$500	at time of registration
Balance of payment	due May 13, 2006

Checks are payable to Adventureland/Safari LLC. First payment should be sent to RCCD. Adventureland/Safari LLC will be responsible for collecting the balance. VISA and MASTERCARD payments are accepted: there is a 4% processing fee for cancellation. There will be a \$25 per person service fee for any final payment received after the due date, and a \$25 fee for each returned check.

16. Cancellations

Cancellation charges are as follows:

Until April 19, 2006	\$200
From April 20 to May 30	\$500
On or after and June 1 st	no refund

Notification of withdrawal from the program must be made in writing, with proof of mailing, to Adventureland/Safari LLC, 10738 Riverside Drive, Suite D, North Hollywood, CA 91602. Refunds will be calculated according to the post office date on the certificate of mailing.

17. Subcontracting and responsibilities

- Adventureland/Safari LLC will perform the services listed above, subcontracting with other entities (airlines, hotels, tour companies, etc.) as required. Adventureland/Safari LLC is not responsible for airline delays of any kind, or for expenses or loss incurred as a result of such delays. In regard to transportation/travel, regardless of the type of vehicle, N/ISP acts for the passenger as agent only. Adventureland/Safari LLC assumes no liability for accident, injury, damage, or loss in any transportation conveyance, or as a result of default by any person or company engaged in transporting the passenger.
- Adventureland/Safari LLC will not be responsible for losses due to acts of negligence, replacement of lost items (such as passports, conveyance tickets, etc.), for items of a personal nature (such as use of mini-bar, personal telephone calls, faxes and e-mail, personal laundry) or for damages to furniture, etc.
- Adventureland/Safari LLC, not Riverside Community College District, is responsible for all travel arrangements and any liability arising therefrom. Riverside Community College District is NOT liable for any damages arising out of the services described herein, including, but not limited to any promises or representations, whether expressed or implied. Nothing contained herein shall be construed to in any way bind Riverside Community College District, the Riverside Governing Board, any of its agents, employees, or representatives to any promises, obligations, covenants or duties, whether expressed or implied herein.

18. Indemnification

“It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold ADVENTURELAND SAFARI, LLC and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, ADVENTURELAND SAFARI, LLC shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of ADVENTURELAND SAFARI, LLC, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.”

19. Release and hold harmless agreement addendum

Riverside Community College District (RCCD) will provide academic instruction for the Summer study abroad program, Summer 2006. Adventureland/Safari LLC will provide housing accommodations, travel arrangements, and classroom facilities.

1. Adventureland/Safari LLC shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Adventureland/Safari, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, including violations of the Americans with Disability Act, the California Fair Housing and Employment Act, Section 504 of the Rehabilitation Act of 1973, and Title VII of the Civil Rights Act of 1964, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Adventureland/Safari LLC shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, 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.

2. Adventureland/Safari LLC shall procure and maintain comprehensive general liability insurance coverage covering such international operations contemplated by this contract that shall protect RCCD from any claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Adventureland/Safari LLC activities as well as RCCD's activities under this

contract. Such insurance shall name RCCD as additionally insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$3,000,000. Adventureland/Safarai LLC will provide evidence of such insurance to RCCD.

For Riverside Community College

_____ Date _____
James Buysse, Vice Chancellor,
Administration and Finance

For Adventureland/Safarai LLC

_____ Date _____
Luigi M. De Lucia, owner

ADVENTURELAND SAFARI LLC

PROGRAM PROPOSAL

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Budapest→ Ceský Krumlov→ Prague educational tour

July 23 to August 7, 2006

1. What is Adventureland Safari LLC International Study Programs and what services do they provide?

Adventureland/Safari LLC Acting as a travel contractor for study programs, will provide the following services:

- e. Travel and living accommodations for students and faculty members participating in the Prague-Cesky Krumlov-Budapest educational tour.
- f. Assistance through its Prague office to students having medical and logistical problems or needing individual travel arrangements.
- g. Escort services and assistance by one of its representatives for the duration of the program.
- h. Orientation meetings both prior to departure from the U.S. as well as on arrival in Budapest.
- i. Synopsis booklets on the historical and cultural aspects of Prague and the Czech Republic, if requested by Riverside Community College District.
- j. Arrangements for an English speaking Charles University instructor to escort the group and lecture on subjects related to the culture, history, politics and economics of Eastern European countries throughout the entire tour.

4. Dates for Program

- Depart LAX for BUDAPEST: Sunday, July 23, 2006
- Depart PRAGUE for LAX: Monday, August 7, 2006

5. Itinerary of Program

The following itinerary was negotiated between the Riverside Community College District and Adventureland Safari LLC and the Charles University Professor, Dr. Jiri Holub, who will escort and lecture the students:

July 23, Sunday:	LAX departure	
July 24, Monday:	Budapest arrival	Budapest: 4 nights
July 28, Friday:	Budapest → Český Krumlov	Cesky Krumlov: 2 nights
July 30, Sunday:	Cesky Krumlov → Prague	Prague: 8 nights
August 7, Monday:	Prague departure→ LAX arrival	

AIR SCHEDULE with LUFTHANSA AIRLINES (LH):

July 23, Sunday:	7:05pm:	LAX departure on LH 451
July 24, Monday:	2:35pm	Frankfurt arrival
	4:30pm	Frankfurt departure on LH 3446
	6:00pm	Budapest arrival
August 7, Monday:	10:05am	Prague departure on LH 3259
	11:15am	Frankfurt arrival
	1:35pm	Frankfurt departure on LH 450
	4:04pm	LAX arrival

4. Air and land transportation

- Adventureland Safari LLC will be responsible for all transportation related to the tour program in Budapest, Český Krumlov and Prague. Adventureland Safari LLC will make arrangements for smooth departures, transfers, and arrivals related to the trip.
- Adventureland Safari LLC will provide peak-season, round-trip air transportation from Los Angeles to Europe on a regularly scheduled carrier. Preference will be given to airlines with only one change of planes and with the shortest possible layover between flights, in any case no less than two hours. Due to recent events and their impact on air travel, airlines have been reducing the number of flights and changing schedules on short notices. At the present time no carrier flies non-stop from LAX to Budapest and from Prague to LAX.
- Land transportation from town to town will be by air-conditioned motorcoach. Stops will be made, as requested, at gas stations or markets with restroom facilities.
- Adventureland Safari LLC will provide airport transfers in Budapest on arrival and in Prague on departure.

- Adventureland Safari LLC will provide passes to students and instructors on all public conveyances in Prague (metro, trams, buses and funicular) for the duration of the stay in Prague.

5. Living accommodations for students

- In Budapest the group will lodge in a centrally located 3-star hotel.
- In Ceský Krumlov the group will lodge in twin bedded rooms in a recently remodeled 4-star hotel situated in the most central location of town.
- In Prague students/faculty will be housed in twin bedded rooms with private facilities in a recently built, modern 3-star hotel in the New Town area. The hotel has an elevator and a 24-hour reception service. In addition, it has a lobby bar, a restaurant open for buffet breakfast, lunch and dinner, a laundry service, and a courtyard with free parking. Twin bedded and single rooms are equipped with refrigerator/minibar, telephone, radio, satellite TV, tiled facilities with bath or shower, toilet, and hairdryer. Excellent public conveyances – trams and metro – are within short walking distance, connecting with key areas of both New and Old Town.
- In all hotels an abundant, Swedish style buffet breakfast is served daily.
- 24-hour receptionists will relay messages received by telephone or fax. In case of emergency the receptionist will promptly contact the representative and/or the Adventureland Safari LLC office in New Town, as well as designated faculty, if so instructed.

6. Social programs / orientations

- Adventureland Safari LLC will conduct a pre-departure orientation meeting to cover such general aspects as Eastern European culture and social customs, as well as practical information concerning how to exchange money, how to obtain laundry service, how to send and receive faxes and e-mail, and how to find inexpensive but good restaurants. Students holding passports other than USA will be required to bring their passports with the appropriate visas for the Hungarian and Czech Republics.

A second orientation meeting will take place on day of arrival in Budapest along with a complimentary welcome dinner. In Prague participants will be given the transportation passes and instructions as to how to use them. They will also be given detailed instructions in case of medical emergencies or in case Police assistance should be needed while in town. A list of pharmacies, postal offices, laundry establishments, internet facilities, banks, ATM machines (“Bankomats”),

good and inexpensive restaurants, etc. will also be provided.

7. Local Staff Assistance

- A Adventureland Safari LLC representative will meet the group at the LAX airport on departure and any other time during the program, as requested by the Director of the Program. The representative will be available to instructors and participants throughout the program.

8. Safety / Crisis management plan

- A 24-hour English speaking receptionist will be instructed to promptly report to the Adventureland Safari LLC representative as well as the Adventureland Safari LLC office any emergency or other situation requiring prompt attention and assistance.
- The Adventureland Safari LLC office on Italska street in the Prague/New Town will be available for help and assistance seven days a week until late evening hours. All employees of the office are bilingual; they are instructed to provide immediate assistance in case of accidents, medical emergencies, or situations requiring police intervention.
- A list of local pharmacies and Medical Clinics with English-speaking doctors will be provided by Adventureland Safari LLC for students wishing to seek care for non-emergency medical problems.
- The Riverside Community College District Coordinator of the International Education Program will be promptly notified of any bona-fide emergency situation and will be informed about steps being taken to control it.

9. Entrance fees and sites of cultural interest

- Adventureland Safari LLC will provide some entrance fees to museums, cathedrals, galleries and castles.
- If requested by the Riverside Community College District Program Coordinator and/or the Charles University instructor, Adventureland Safari LLC will arrange for lectures at sites of cultural / historical significance, such as Villa Bertramka, Slavonic Island, Bethlehem Chapel, Olšany cemetery, Vyšehrad, Sts.Cyril and Methodius Cathedral's crypt, the village of Lidice, Žižkov hill, etc. contingent on changing local regulations and restrictions.

10. River cruise

- Adventureland Safari LLC will organize a cruise on the River Vltava (previously called "Moldau").

11. Meals

- Welcome dinner on arrival in Budapest
- Daily breakfast.
- Farewell dinner in Prague

12. Insurance for students and Faculty

- Adventureland Safari LLC will provide each student and faculty member with an ISIC (International Student Identification Card) which includes a limited emergency health insurance policy for necessary hospitalization, medical transportation, in-hospital doctor fees, etc.
- Students who carry no insurance in the United States can, for a reasonable fee, buy extra coverage through Adventureland Safari LLC.

13. Contractor's Insurance and Registration.

- Adventureland Safari LLC holds foreign general liability and errors and omissions insurance policies to the amount of \$1,000,000 / 3.000.000.
- ADVENTURELAND SAFARI, LLC is registered with the California Seller of Travel Program, CST #2018845-10, and is a participant in the Travel Consumer Restitution Fund (TCRC). Registration as a Seller of Travel does not constitute approval by the State of California.
- Passengers may request reimbursement from TCRC if they are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a Seller of Travel who was registered and participating in the TCRC at the time of the sale. The maximum amount that may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the Seller of Travel, not to exceed \$15,000. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation and a \$35 processing fee. Passenger must agree to waive his/her right to other civil remedies against a registered participating Seller of Travel for matters arising out of a sale for which the claim is filed with the TCRC, if claimant was located in California at the time of the sale. A claim form can be requested by writing to:

Travel Consumer Restitution Corporation
P.O. Box 6001
Larkspur, CA 94977-6001

or by faxing a request to: (415) 927-7698

- Passengers purchasing travel outside of California are not covered by the California Travel Consumer Restitution Corporation.

14. Cost of program: \$2,780 per person, which includes:

- Air transportation from / to Los Angeles International Airport
- All airport, departure, security taxes and fuel-surcharges in connection with air travel
- Airport transfers in Budapest and Prague
- Accommodations on a double-occupancy basis in 3 and 4-star hotels
- Motorcoach transportation from town to town
- Daily buffet breakfast
- Welcome dinner in Budapest and farewell dinner in Prague
- Escort and teaching services by a Charles University Professor
- Pass on all public transportation in Prague (metro, trams, buses and funicular) for the duration of the stay in Prague
- Cruise on the Vltava (Moldau) River
- Some entrance fees
- ISIC card
- Escort throughout by an Adventureland Safari LLC representative

Single supplement: \$580

15. Payment schedule and procedures

1 st payment of \$500	at time of registration
2 nd payment of \$1,000	due April 26, 2006
Balance of payment	due May 13, 2006

Checks are payable to Adventureland Safari LLC. First payment should be sent to RCC. Adventureland Safari LLC will be responsible for collecting the balance. VISA and MASTERCARD payments are accepted: there is a 4% processing fee for cancellations. There will be a \$25 per person service fee for any final payment received after the due date, and a \$25 fee for each bounced check.

16. Cancellations

Cancellation charges are as follows:

From April 26 to May 31	\$1,800
On and after June 5 st	no refund

Notification of withdrawal from the program must be made in writing, with proof of mailing, to ADVENTURELAND SAFARI LLC 10738 Riverside Drive, Suite D, North Hollywood, CA 91602. Refunds will be calculated according to the post office date on the certificate of mailing.

17. Subcontracting and responsibilities

- Adventureland Safari LLC will perform the services listed above, subcontracting with other entities (airlines, hotels, tour companies, etc.) as required. Adventureland Safari LLC is not responsible for airline delays of any kind, or for expenses or loss incurred as a result of such delays. In regard to transportation/travel, regardless of the type of vehicle, N/ISP acts for the passenger as agent only. Adventureland Safari LLC assumes no liability for accident, injury, damage, or loss in any transportation conveyance, or as a result of default by any person or company engaged in transporting the passenger.
- Adventureland Safari LLC will not be responsible for losses due to acts of negligence, replacement of lost items (such as passports, conveyance tickets, etc.), for items of a personal nature (such as use of mini-bar, personal telephone calls, faxes and e-mail, personal laundry) or for damages to furniture, etc.
- Adventureland Safari LLC – not Riverside Community College District – is responsible for all travel arrangements and any liability arising therefrom. The Riverside Community College District is NOT liable for any damages arising out of the services described herein, including, but not limited to any promises or representations, whether expressed or implied. Nothing contained herein shall be construed to in any way bind Riverside Community College District, the Riverside Governing Board, any of its agents, employees, or representatives to any promises, obligations, covenants or duties, whether expressed or implied herein.

20. Indemnification

“It is mutually agreed and understood that, during the term of this Agreement, RCC shall indemnify and hold ADVENTURELAND SAFARI LLC and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCC, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, ADVENTURELAND SAFARI LLC shall indemnify and hold RCC, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of ADVENTURELAND SAFARI LLC, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.”

For the Riverside Community College District

_____ Date _____
James Buysse
Vice Chancellor, Administration and Finance

For Adventureland Safari LLC International Study Programs

_____ Date _____
Luigi M. De Lucia

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Summer in Budapest, Hungary and Prague, Czech Republic
July 23 – August 7, 2006

RELEASE AND HOLD HARMLESS AGREEMENT

Addendum to the Contract between Adventureland/Safari LLC and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Summer study abroad program, 2006 in Budapest, Hungary, and Prague, Czech Republic. Adventureland/Safari LLC will provide housing accommodations, travel arrangements, and classroom facilities in Budapest, Hungary, and Prague, Czech Republic.

1. This Addendum is attached to and modifies the contract between Adventureland/Safari LLC and RCCD for the Summer 2006 study abroad program to Budapest, Hungary and Prague, Czech Republic for the period of July 23 – July 7, 2006.

2. Adventureland/Safari LLC shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Adventureland/Safari, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, including violations of the Americans with Disability Act, the California Fair Housing and Employment Act, Section 504 of the Rehabilitation Act of 1973, and Title VII of the Civil Rights Act of 1964, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Adventureland/Safari LLC shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, 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.

3. Adventureland/Safari LLC shall procure and maintain comprehensive general liability insurance coverage covering such international operations contemplated by this contract that shall protect RCCD from any claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Adventureland/Safari LLC activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as additionally insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$3,000,000. Adventureland/Safari LLC will provide evidence of such insurance to RCCD.

Signature: _____ Date: _____

Title: _____

INDEMNITY & HOLD HARMLESS

Budapest, Hungary & Prague, Czech Republic: Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7-b

Date: March 21, 2006

Subject: Agreement with the Centers for Academic Programs Abroad Inc.

Background: Attached for the Board's review and consideration is an agreement with Riverside Community College District and the Centers for Academic Programs Abroad Inc. (CAPA), an educational services provider, to provide classroom facilities, faculty and student housing, transfer transportation, group airfare and insurance for the study abroad program for the fall semester program in Florence, Italy, September 7, 2006 through November 29, 2006. The Centers for Academic Programs Abroad have served as the District's educational services contractor for study abroad programs for the past fourteen years. Funding source: No cost to the District.

The educational service provider identified in this agreement does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, 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.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from September 7, 2006 through November 29, 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: Jan Schall
Coordinator, International Education/Study Abroad Program

CAPA, INC.
CENTERS FOR ACADEMIC PROGRAMS ABROAD

Program Agreement with

Riverside Community College District
Florence 2006

1. PROGRAM DATES

Departure from the United States:	Thursday, September 07, 2006
Arrival in Italy:	Friday, September 08, 2006
Departure from Italy:	Wednesday, November 29, 2006
Mid Term Break dates:	To be determined

2. PARTICIPANT ACCOMMODATIONS AND PROGRAM ACTIVITIES

Accommodations

1. Students will be housed for the program dates in furnished, student apartments at Dante Alighieri. Each apartment will have two to four bedrooms, two students per room and no more than 8 students per flat. Apartments include kitchens with cooking equipment, plates, glasses and utensils. Apartments will be located within a 40-minute bus ride of the Center. Addresses will be provided a minimum of 14 days prior to departure.
2. Student apartments include a budget 43 Euros per student for utility usage. Students will be provided with information on how to track their usage in order to stay within this amount. Any usage exceeding this amount will be the responsibility of the students and must be paid in Florence before departure. Utilities costs are: 1 unit of gas: .65 Euros; 1 unit of electricity: .28 Euros; 1 unit of water: 1.30 Euros. NOTE: Italian law prohibits the use of gas heating prior to the 1st of November.
3. Students will also need to pay a refundable damage deposit of \$150 to CAPA in addition to the program fees.

Meals

Self-catering.

Assistance on Arrival

- a) The group will be met at the airport by a CAPA representative.
- b) The group will be transported by private coach to a central meeting point in Florence.

- c) CAPA will organize transfers by taxi for the students to their apartments. The cost is included on arrival. Students will make their own arrangements on departure.
- d) A welcome basket will be provided in each apartment on arrival and will include enough pasta, sauce and bread for dinner for the first night, bottled water, a vape, a map of Florence and a phone card valued at five Euros.
- e) Students will receive first night information on telephoning home, changing money, safety and emergency numbers and a map of central Florence on the bus from the airport.
- f) Bus tickets will be provided to the students to have on arrival to get to and from the orientation the next day.
- g) A host-culture orientation will be provided, usually on the day after arrival. This will be followed by a walking tour to introduce students to important local facilities such as banks and shops.

British Institute of Florence Membership

Students and faculty will have access to the Harold Acton Library of the British Institute of Florence.

Italian Permit of Stay

Each student and faculty will receive a Permesso di Soggiorno (they must provide 4 photographs and a copy of their passport). CAPA will assist faculty family members with obtaining their permits though the cost of the pass will be borne by the faculty.

Group Events

- a) Arrival party.
- b) Farewell party.
- c) Walking tour of Florence.

Excursions and Activities

Three days, two nights to Rome to include round-trip transfer by private bus, accommodations in a three-star hotel with students in multibedded rooms and faculty in singles, a tour escort, and a half-day local guide in Rome.

Mid-Term Break

No classes will be held the week of to be determined. Housing will still be available for those students not traveling.

Cultural Fund

125 Euros per student to be distributed in Florence.

3. ACADEMIC PROGRAM

The Institution will supply faculty members as appropriate to carry out the core academic program for its students. Full control of the academic program, including, but not limited to

enrollment requirements, procedures, administration and granting of credit will be vested in The Institution and its designated representatives.

Optional Italian Language Instruction

Italian language courses at Dante will be available and to be paid on site.

4. ON SITE FACILITIES

Classroom Facilities

Classroom space at the Dante will be available for courses for 6 (six) hours per day, Monday through Friday. Classrooms will be large enough for 30 (thirty) students.

Note: CAPA will provide Riverside Community College with a classroom schedule one month before the start of the program based on the course requirements of the program and enrollment numbers which must be provided to CAPA by 60 days prior to the start of the program. Classes may alternate between morning and afternoon sessions.

Classroom Equipment

1. Overhead projector
2. Television and universal VCR
3. Slide projector

5. TRAVEL

Flights

Round-trip air transportation: Los Angeles/ Italy / Los Angeles

Transfers

Airport transfers on arrival and departure including luggage vans if required. Participants traveling separately from the group must make their own transfer arrangements and inform CAPA of their arrival plans.

6. SERVICES FOR TWO ACCOMPANYING FACULTY

Accommodations

Accommodations for the program dates for each instructor in a furnished one-bedroom apartment in Florence. Faculty will be provided with a mobile phone; a land line in the apartment is not guaranteed.

Flights

Round-trip air transportation (Note: instructors may change their return date at no additional cost provided the request for the change is received in writing no later than 90 days prior to

departure from the U.S. Faculty will need to cover any additional costs involved should they depart the US on a date different from the group. CAPA cannot book alternate gateways.)

Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, insurance and the transfers.

7. INSTITUTION SERVICES

Site Visit

CAPA will arrange a site visit for one administrator consisting of four nights in a hotel in Florence and round-trip airfare from Los Angeles to Italy. Note: Date requests must be submitted a minimum of 70 days prior to the date of departure from the USA. Airport transfers will be the responsibility of the visiting administrator.

8. CAPA STANDARD SERVICES

Student/Institution support services

1. Application processing
2. Fee collection/disbursement
3. Toll free number for students

Program Brochures

Customized program brochures to include program fees, list of inclusions, excursions, course information, destination information, student application (If included; please see Responsibilities of the Institution page for requirements).

International Program Services Support Team

In-country staff to provide program supervision and support for the duration of the program.

Student Enrollment Packet

Special flight request form (air inclusive programs), instructions for applying for and using Financial Aid, housing application, World Student Insurance.

Pre-departure Orientation

Comprehensive pre-departure handbook covering travel details, accommodations, finances, local area and housing descriptions, culture shock and adjustment to host culture.

Monday Memos

Informative newsletters highlighting current events in the program country, cultural topics, updates on program activities.

Crisis and Emergency Management

24-hour emergency assistance team in-country.

World Student Insurance (Faculty and Students)

Basic accident, sickness, trip cancellation, trip delay, trip interruption and baggage loss.

Professional Liability Insurance

Providing coverage for bodily injury, personal injury, property damage, and professional errors and omissions with a \$5,000,000 aggregate limit.

9. PROGRAM FEES

Based on:

20-24 students \$6,279 + \$150 housing deposit

25-29 students \$6,279 + \$150 housing deposit

30-34 students \$6,279 + \$150 housing deposit

35+ students \$6,279 + \$150 housing deposit

Note: A \$150 per student refundable damage deposit will be added to the program fees above. CAPA will refund the students directly following the completion of the program (any damages will be itemized and deducted from the refund).

Land Only

Participants who do not wish CAPA to provide flights may deduct \$692 from the program fee.

Note: There must be at least ten participants traveling together on the outbound flight in order to keep the group rate.

Note

Prices and inclusions are subject to change until this program agreement is executed by both parties. Additionally, CAPA reserves the right to alter the program dates if the airlines cannot confirm seats in an appropriate class of service on the dates requested.

10. AGREEMENT

Please indicate acceptance of this Program Agreement by signing and returning both copies of this document and the Master Agreement of Terms and Conditions to CAPA. All reservations and services are subject to availability. CAPA will return one fully executed copy for your records.

Riverside Community College District

Centers for Academic Programs Abroad Inc.,
"CAPA,"

By _____

By _____

Title Vice Chancellor, Administration
And Finance

Title: Contracts Administrator

Date _____

Date _____

This program agreement should be signed and forwarded to:

Contracts Administrator
CAPA

55 Court Street, 4th Floor
Boston, MA 02108-2104

CAPA, INC.

CENTERS FOR ACADEMIC PROGRAMS ABROAD

Program Agreement with
Riverside Community College District in Florence 2006

Recruitment Responsibilities of the Institution

As a partner with CAPA, you are responsible for the promotion of the program and are required to execute a marketing plan, which will highly publicize the Study Abroad Program and maximize enrollment. This responsibility includes the following:

1. Marketing Materials: Create and distribute brochures/flyers of the program. (Note: CAPA will provide program specific brochures for all contracts and brochure information received a minimum of 9 months prior to departure)
2. Class Schedule Listing: Advertise the program in your class schedule one to two terms before the program (if applicable).
3. College Website: Advertise your program on your College Website.
4. Financial Aid: Contact your Financial Aid office to advise/educate about the program and to confirm who will work with financial aid students for the program. Know what forms students will need and how they can attain them.
5. Classroom Announcements: Conduct regular classroom visits to announce Information Meetings and disburse flyers and/or brochures.
6. Information Meetings: Schedule, advertise, and conduct monthly Information Meetings for students.
7. Study Abroad Websites: Place the program on Studyabroad.com and Goabroad.com (these are free listings).

Agreement

I have read and understand the responsibilities of the Institution as stated above. The Institution agrees to use their best efforts to execute a successful enrollment project and will follow the guidelines set for by CAPA.

Signature: _____

Title: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Semester in Florence
September 7, 2006 – November 29, 2006

RELEASE AND HOLD HARMLESS AGREEMENT

Addendum to the Contract between Centers for Academic Programs Abroad, Inc. (CAPA) and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Semester Abroad program, Fall 2006. The Centers for Academic Programs Abroad (CAPA) will provide housing accommodations, travel arrangements, and classroom facilities in Florence.

1. This Addendum is attached to and modifies the contract between CAPA and RCCD for the Fall 2006 semester program to Florence for the period September 7, 2006 to November 29, 2006.

2. CAPA shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of CAPA, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, including violations of the Americans with Disability Act, the California Fair Housing and Employment Act, Section 504 of the Rehabilitation Act of 1973, and Title VII of the Civil Rights Act of 1964, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and CAPA shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, 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.

3. CAPA shall procure and maintain comprehensive general liability insurance coverage covering such international operations contemplated by this contract that shall protect RCCD from any claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from CAPA's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as additionally insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$3,000,000. CAPA will provide evidence of such insurance to RCCD.

Signature: _____

Date: _____

Title: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-a

Date: March 21, 2006

Subject: Agreement with Riverside City and County Public Library

Background: Attached for the Board's review and consideration is a facility use agreement with Riverside Community College District and Riverside City and County Public Library, for in-service training workshops, to fulfill the requirements of the Foster and Kinship Care Education Program. The site will be used on April 5, 2006, May 17, 2006, and June 7, 2006. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the facility use agreement, for April 5, 2006, May 17, 2006, and June 7, 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: 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**

Organization Riverside Community College
requests permission to use a meeting room at the Library as follows:

DATE(S)	TIME	ESTIMATED ATTENDANCE
<u>April 5, 2006</u>	<u>9:30-12:30</u>	<u>10-20</u>
<u>May 17, 2006</u>	<u>9:30-12:30</u>	<u>10-20</u>
<u>June 7, 2006</u>	<u>9:30-12:30</u>	<u>10-20</u>

Purpose of meeting: Continuing education workshops for foster parents and kinship providers

Will an entry fee be charged? No Will refreshments be served? Yes Will there be a craft project undertaken? No

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 REQUESTED ABOVE OR ON ANY OTHER 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) James Buysse
Vice Chancellor, Administration & Finance
Address Riverside Community College Phone: Area Code (951) 222-8047

Library Staff Only

Fees Required: _____ Paid _____ Due _____ Received by: _____
Check # _____

Today's Date: _____ Date Application Received _____ In Person _____
By Phone _____ By FAX _____ By Mail _____ Initials _____

DATE SIGNED: _____ APPROVED BY: _____

DATE ORGANIZATION NOTIFIED OF DECISION: _____



RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: March 21, 2006

Subject: Proposed Agreement for WWCOT Architecture to Provide Services for the Moreno Valley Phase III – Student Academic Services Facility Project and Proposed Allocation of Measure C Monies to Fund the Preliminary Plans and Working Drawings Phase of the Project

Background: In October, 2005, the District advertised for qualified architects for the Moreno Valley Phase III – Student Academic Services Facility Project. Over 100 inquiries were received, and thirty-four responses were subsequently submitted by various architects. Facilities staff prescreened the thirty-four submittals and did extensive reference checks. Seven firms were invited for interviews.

After presentations and discussion, the Architect Review committee, consisting of representatives from the Moreno Valley Campus faculty, staff, and administration, recommended that WWCOT Architecture, a Riverside firm, be selected for this project. Staff therefore proposes that the District enter into an agreement with WWCOT Architecture to prepare plans, specifications, and working drawings for the Moreno Valley Phase III – Student Academic Services Facility Project. The contract term would be from March 22, 2006, to the estimated project completion date of July 31, 2012, 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 but not be limited to:

- a. Final program plan verification
- b. Preparation of schematic design and design development documents
- c. Assisting the District with the documentation required for environmental assessment and documentation
- d. Preparation of detailed cost estimates at schematic design, design development, and construction document phases
- e. Participation at design value engineering sessions
- f. Preparation of construction documents and specifications
- g. Assisting the District with obtaining appropriate agency approvals, including but not limited to, State Chancellor's Office, Department of the State Architect, and District Board of Trustees design approval
- h. Assisting with the bidding and award of construction contract(s)
- i. Providing construction phase contract administration
- j. Assisting the District with a post occupancy project evaluation.

The cost for services under this agreement would not exceed 7.5% of the construction cost, (construction cost is currently defined as that amount identified for construction in the Final Project Proposal, \$9,190,702.00).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: March 21, 2006

Subject: Proposed Agreement for WWCOT Architecture to Provide Services for the Moreno Valley Phase III – Student Academic Services Facility Project and Proposed Allocation of Measure C Monies to Fund the Preliminary Plans and Working Drawings Phase of the Project (continued)

Staff also requests the use of Measure C monies to fund the preliminary plans and working drawings phase in the amount of \$1,113,984.00 to cover architectural, State, community college, and consultant fees.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement between the Riverside Community College District and WWCOT Architecture to prepare plans for the Moreno Valley Phase III – Student Academic Services Facility Project, authorize the use of Measure C funds in the amount of \$1,113,984.00 for the planning-working drawings phase of the project and authorize the Vice Chancellor, Administration and Finance to sign the agreement with WWCOT Architecture.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor, Facilities

**AGREEMENT BETWEEN
WWCOT ARCHITECTS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 22nd day of March, 2006, by and between Widom Wein Cohen O'Leary Terasawa, WWCOT Architects, hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

- A. **General Provisions:** This agreement shall be governed by the laws of the State of California.
- B. **Services:** Architect will provide architectural and engineering services for the design of the new Student Academic Services Building at the Riverside Community College District's Moreno Valley Campus, hereinafter referred to as "Project.". The scope of services are to include:

1.0 Understanding of Project Scope

- 1.1. The Architect agrees and understands the Project is a new multi story building that will house general classrooms, library and study space, instructional media center, broadcasting center, video conferencing rooms, observatory, multi-purpose room, full-service cafeteria, and offices totaling 23,450 assignable square feet and 37,085 gross square feet.
- 1.1.1 General classrooms will provide flexible space with appropriate instructional technology to serve all programs on campus.
- 1.1.2 Library space will house study rooms and collections of cultural and health sciences materials.
- 1.1.3 The Instructional Media Center will provide space for faculty to prepare multi-media instructional materials, as well as the broadcast center for television station KRCC.
- 1.1.4 The Observatory will house the telescope on the roof of the building, providing the widest possible viewing angle above the roofline of the Humanities Building to the east and the steep rock outcropping to the north.
- 1.1.5 Offices will house faculty and administrative functions.
- 1.1.6 A cafeteria and 200-seat multi-purpose facility will provide permanent, indoor food services and space for campus events.

- 1.2 Architect services include the use and engagement of the following Consultants:
 - 1.2.1 Structural Engineer: Saiful/Bouquet
 - 1.2.2 Civil Engineer: E.W. Moon, Inc. and/or KCT Engineers
 - 1.2.3 Mechanical/Plumbing/Electrical Engineer: TMAD Taylor and Gaines
 - 1.2.4 Cost Estimator: Cumming, LLC
 - 1.2.5 Landscape Architect: RHA Landscape Architect Planners, Inc.
 - 1.2.6 Food Service Design Architect: Webb Design, Inc.
- 1.3 Items 1.2.1 through 1.2.5 are included in Architect's Basic Services. Item 1.2.6 is considered to be outside of Basic Services.
- 1.4 All consultants provided under provisions of Section B.1.2, except as otherwise noted, shall be paid by the Architect. The District has approved the list of consultants as submitted in Section B.1.2. Should the Architect wish to substitute or change one of the consultants listed in B.1.2 Architect will discuss such substitution or change and secure District's agreement to the change in writing.
- 1.5 Nothing in the foregoing shall create any contractual relationship between District and any consultants employed by the Architect under the terms of this Agreement. Architect is responsible for the performance of its consultants as it would be if it rendered these services itself.
- 1.6 District will provide Architect with a site survey and soils report.

2.0 Pre-Design Services

2.1 Program Review and Program Verification

Architect services will include the following:

- 2.1.1 Thoroughly review and analyze all documents, provided by District, including the Final Project Proposal (FPP) and any other programming to date. Also review the requirements of State Chancellor's Office, Department of the State Architect, and District Board of Trustees for design approval.
 - 2.1.2 Through conferences with District and the entire design team, develop a protocol for the distribution of information and general communication.
 - 2.1.3 Develop a detailed schedule for the purpose of monitoring the progress of design and maintaining District deadlines.
- 2.2 Through conferences with District establish the final program plan verification, design and planning parameters.

3.0 Final Program Plan Verification

- 3.1 Architect will provide a final verified program including the following considerations:
 - 3.1.1 Reviewing Assignable Square Feet (ASF) and Gross Square Feet (GSF) space requirements.
 - 3.1.2 Circulation assumptions.
 - 3.1.3 Understanding internal department adjacencies and adjacencies within departments.
 - 3.1.4 Verify stacking plan.
 - 3.1.5 Verify location of departments.
 - 3.1.6 Visioning session to bring stakeholders together around this phase of the project and develop common vision, goals and objectives – then take them through the process of the project indicating timeframes for their individual participation in this process.
 - 3.1.7 Identify opportunities for plan enhancements (i.e.: relocating specific functions to other locations in the building to be more efficient and effective).
 - 3.1.8 Review and verification of all other information contained in FPP to include any adjustments in the State JCAF-32.

4.0 Schematic Design Services

- 4.1 Architect will provide the following schematic design services during this phase of the project design:
 - 4.1.1 Utilizing the plans within the FPP refine the "conceptual" site plan(s) for review by District and the State Chancellor's Office, Department of the State Architect, and District Board of Trustees.
 - 4.1.2 If the "conceptual" site plan(s) indicate substantial construction cost variance, Architect will develop the "magnitude" construction cost estimate for each concept with a professional independent cost estimator.
 - 4.1.3 Provide technical assistance to District in submitting the documents required for environmental assessment and documentation.
 - 4.1.4 Based upon the approved space program and requirements, the approved site plan, and utilizing the floor plan within the FPP prepare several conceptual floor plans for review and approval by District.
 - 4.1.5 Through conferences with District, coordinate the functional and circulation aspects of the approved conceptual floor plans. Specific emphasis will be placed on bay spacing core design and floor plate size and shape.

- 4.2 Architect will prepare a preliminary schematic design package for District review and approval including:
 - 4.2.1 Site plan.
 - 4.2.2 Floor plans.
 - 4.2.3 Exterior elevations, and/or sketches.
 - 4.2.4 Building sections.
 - 4.2.5 Interior sketches.
 - 4.2.6 Architect shall provide District with an Estimated Project Construction Cost based on documents submitted in this phase.

- 4.3 Upon District approval of the preliminary schematic design:
 - 4.3.1 Study alternate structural systems.
 - 4.3.2 Study alternate Heating, Ventilation and Air Conditioning (HVAC) systems and prepare an outline specification to be used by the cost estimator in establishing a construction budget.
 - 4.3.3 Study alternate plumbing systems and prepare an outline specification to be used by the cost estimator in establishing a construction budget.
 - 4.3.4 Study alternate electrical systems and prepare an outline specification to be used by the cost estimator in establishing a construction budget.
 - 4.3.5 Study alternate fire protection systems and prepare an outline specification to be used by the cost estimator in establishing a construction budget.

- 4.4 Through conferences with District select the appropriate building systems.

- 4.5 Provide technical assistance to the cost estimator in the preparation of a construction budget based upon the preliminary schematic design concept.

- 4.6 Upon District approval, refine the preliminary schematic design concept and upon review with the State Chancellor's Office, Department of the State Architect, and District Board of Trustees, make modifications as required.

- 4.7 Through conferences with District, further refine the preliminary schematic design concept and complete the final schematic design documents for final review and approval.

5.0 Design Development Services

- 5.1 Architect will further refine the schematic design and the various building systems and details during design development. Services during this phase of design will include the following:

- 5.1.1 Establish the final design for all architectural systems.
- 5.1.2 Establish the final design for all structural systems.
- 5.1.3 Establish the final design for HVAC systems.
- 5.1.4 Establish the final design for plumbing systems.
- 5.1.5 Establish the final design for electrical systems.
- 5.1.6 Coordinate the requirements of Landscape Architect.
- 5.1.7 Coordinate the requirements of Civil Engineer.
- 5.1.8 Coordinate the requirements of Food Services Design Architect.
- 5.1.9 Coordinate the requirements of District security system.
- 5.1.10 Coordinate the requirements of District Building Management and Maintenance Department.
- 5.1.11 Coordinate the requirements of District Telephone/Communications and Information Technology Department.
- 5.1.12 Coordinate the requirements of the Cost Estimating Architect.
- 5.1.13 Architect shall provide District with an Estimated Project Construction Cost based on documents submitted in this phase.
- 5.1.14 Upon District approval, Architect will coordinate review of the Design Development documents with the State Chancellor's Office, Department of the State Architect, and District Board of Trustees, and make modifications as required.

6.0 Construction Documents Services

- 6.1 Architect will develop documents for the bidding and construction of the Project. Architect services will include the following:
 - 6.1.1 Prepare final architectural drawings, specifications and bidding documents.
 - 6.1.2 Prepare final structural drawings, specifications and bidding documents.
 - 6.1.3 Prepare final HVAC, plumbing, electrical drawings, specifications and bidding documents.
 - 6.1.4 Prepare final landscape drawings, specifications and bidding documents.
 - 6.1.5 Prepare final civil drawings, specifications and bidding documents.
 - 6.1.6 Prepare final food service drawings, specifications and bidding documents.

- 6.1.7 Coordinate the architectural, structural, HVAC, plumbing, electrical, landscape, civil, and food service construction documents with the drawings, specifications and bidding documents prepared by the Interior Architect and District's other Architects.
- 6.1.7 Coordinate constructability review process at 50% drawings and 90% drawings.
- 6.1.8 Architect shall submit construction documents to the District for review and approval upon 50% completion, and upon Architect's determination that the documents are 100% complete and coordinated. Architect will resubmit the documents for back check by the District after corrections are made to the 100% submittals.
- 6.1.9 Upon 50%, 100%, and final back check completion of the Construction Documents, Architect shall submit to the District an Estimated Project Construction Cost.
- 6.1.10 The Project is subject to an independent cost estimate conducted by an estimator designated by the District and at the District's expense. Architect shall provide four copies of the current Drawings and Specifications at the following points in the design process:
 - 1. End of Schematic Design phase
 - 2. End of the Design Development phase
 - 3. Construction Document phase at 50% completion
 - 4. Construction Document phase at 100% completion of correction by Architect and back check by District.
- 6.1.11 Provide technical assistance to District in obtaining approvals from the State Chancellor's Office, Department of the State Architect, and District Board of Trustees.
- 6.1.12 Architect shall prepare Construction Documents in compliance with applicable laws, codes, rules, regulations, ordinances, and standards.
- 6.1.13 All documents, illustrations, plans, and other presentation materials developed and prepared by the Architect under this agreement will become the property of the District.

7.0 Bidding and Negotiation Services

- 7.1 Architect will assist to bid and construct the Project. These services are to include:
 - 7.1.1 Provide technical assistance to District in bidding the various elements of the Construction Contract.
 - 7.1.2 Provide technical assistance to District in developing the Contract for Construction with the General Contractor.

8.0 Construction Administration Services

- 8.1 Architect will assist the District in administering the construction process. Architect services during this phase will include the following:
- 8.1.1 At a pre-construction meeting, establish with the General Contractor, the typical various subcontractors and District, the methods for administering the construction process.
 - 8.1.2 Provide weekly on-site observation visits by an Architect Construction Administrator with the intention of assisting the District, and the General Contractor and in determining the General Contractor's compliance with the contract documents.
 - 8.1.3 Provide periodic on-site visits by a representative of the structural, HVAC, plumbing, and electrical engineers with the intention of assisting the District and the General Contractor and in determining the General Contractor's compliance with the contract documents.
 - 8.1.4 Provide periodic on-site visits by a representative of the landscape architect with the intention of assisting the District, and the General Contractor and in determining the General Contractor's compliance with the contract documents.
 - 8.1.5 Provide periodic on-site visits by a representative of the civil engineer with the intention of assisting the District, and the General Contractor and in determining the General Contractor's compliance with the contract documents.
 - 8.1.6 Provide periodic on-site visits by a representative of the food service design Architect with the intention of assisting the District, and the General Contractor and in determining the General Contractor's compliance with the contract documents.
 - 8.1.7 Provide the General Contractor with technical assistance in reviewing shop drawings and submittals. Review up to two (2) shop drawing submittals per item.
 - 8.1.8 Issue clarifications as required for the progress of the project.
 - 8.1.9 Review applications for payment by the General Contractor.
 - 8.1.10 Upon completion of the project, develop, with the General Contractor and District, a final punch list of all items to be completed.

9.0 Post-Construction Services and Post Occupancy Services

- 9.1 Architect will assist the District in obtaining the maximum benefit and use of the new building. Architect services during this phase will include the following:
- 9.1.1 Provide thirty-two (32) hours of meetings with District during the "debugging/commissioning" process for the purpose of assisting District in making any necessary modifications.

- 9.1.2 Provide two (2) training sessions (including representatives of the architectural, mechanical, plumbing, and electrical staff) for the purpose of familiarizing District staff with the operations of the building components.
- 9.1.3 Upon completion of the project, organize CADD-generated as-built drawings based upon a record maintained and drawn by the General Contractor during the course of construction.
- 9.1.4 Upon completion of the project, review the equipment and maintenance manuals prepared by the General Contractor.
- 9.1.5 Approximately six (6) months after completion of the facility, provide twenty (20) hours of meetings with District for the purpose of post occupancy review to evaluate the building's effectiveness and assist in gaining the maximum benefit of the facility.
- 9.1.6 Approximately one (1) year after completion of the building, but before the one-year warranty has expired, inspect the facility and prepare a list for repair work by the General Contractor as stipulated in the General Conditions of the Construction Contract.

10.0 Fee for Architectural Services

- 10.1 Total Fee for Basic Services – District will compensate Architect 7.5% of total construction cost (construction cost is defined as that amount identified for construction in the FPP in the amount of \$9,190,702.00). Total FPP Project cost is \$10,941,678.00.
- 10.2 District agrees Food Service Design Consulting is not included in basic services. District understands that for a full service cafeteria design this fee is in the range of \$50,000.00. Upon scope refinement, Architect will provide a detailed fee for this design service.
- 10.3 All reimbursable expenses are to be included in Total Fee listed in 10.1 above.
- 10.4 District agrees to pay directly all permit fees charged by authorities and that these permit fees will not be a reimbursable expense to Architect.
- 10.5 Should there be changes to the scope of the project that affects the fee, District and Architect agree to negotiate additional fees for such scope changes and it is understood that Architect will not proceed without written and signed Authorization for Additional Services from the District.

11.0 Additional Services

District understands and recognizes that Architect has available for additional compensation the following additional services:

- 11.1 Interior signage design package to include basic lobby, way finding and classroom or office numbering.

- 11.2 Lighting Architect.
- 11.3 Audio Visual Architect.
- 11.4 Technology Architect.
- 11.5 Acoustical Architect.
- 11.6 Security Architect.
- 11.7 Geotechnical Engineer.

- C. **Location of Services:** The services outlined in Paragraph B 1-11, will be conducted at Architect's offices and at the District.
- D. **Review of Services:** The services rendered by the Architect are subject to review by the Associate Vice Chancellor, Facilities.
- E. **Term:** The term of this agreement shall be from March 21, 2006, to the estimated completion date of July 31, 2012, 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.
- F. **Suspension:** If the Project is suspended or abandoned for more than twelve consecutive months Architect shall be compensated for all authorized services performed up to the time the District informs the Architect the Project is to be suspended.
- G. **Payments:** Payments in consideration of this agreement 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 B, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
- H. **Payment Schedule:** Fee shall be payable upon satisfactory completion of each Project phase as a percentage of the Total Fee (10.1) as follows:
 - 1. Schematic Design Phase 35%
 - 2. Design Development 45%
 - 3. Construction Administration 20%
- I. **Indemnification:** Architect shall indemnify and hold the District, its Trustees, officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Architect, its agents, employees, and subcontractors or Architects, for property damage, bodily injury, or death or any

other element of damage of any kind or nature, relating to or in anywise connected with or arising from the negligent performance of the services contemplated hereunder, and Architect shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractor or Architects, in any legal actions based upon such alleged negligent acts or omissions. The obligations to indemnify and hold 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.

- J. **Insurance:** Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District 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 Architect's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
- K. **Non Discrimination:** Architect 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

Architect

James L. Buysse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-1

Date: March 21, 2006

Subject: Actuarial Services for Post-Employment Benefits

Background: The Government Accounting Standards Board (GASB) establishes standards for financial accounting and reporting for state and local governments. In June 2004, GASB issued Statement No. 45 – *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions* to address a growing concern that public agencies were not recognizing the total cost of compensation in their financial statements, including promised post-employment benefits owed to retired employees, and thus were not assessing the potential impact of these liabilities on future cash flows.

GASB 45 requires public agencies to conduct regular actuarial studies to determine the actuarial accrued liability for post-employment benefits, the annual cost to fund the liability and to report on the progress made in funding the total liability.

To comply with the provisions of GASB 45, staff engaged in an RFP process for the purposes of selecting a firm to conduct actuarial services relative to the District's post-employment benefits program. RFP's were sent to three firms which had successfully responded to an RFP process conducted by the Community College League of California and to one additional firm which had expressed an interest in providing this service. The RFP was also advertised in the Press-Enterprise.

Four responses were received by the District. After evaluating the responses, staff recommends Total Compensation Systems, Inc.

The results of the actuarial valuation will provide the District with an initial assessment of the District's unfunded liability as well as the data needed to begin developing future funding strategies.

Recommendation: It is recommended that the Board of Trustees approve entering into an agreement with Total Compensation Systems, Inc. for an amount not to exceed \$6,800, plus the cost to attend any on-site meetings requested by the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: V-D-2

Date: March 21, 2006

Subject: 2006-2007 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 19-05/06

Background: With the exception of fiscal year 2002, the District has participated in the Cash Reserve Program sponsored by the California School Boards Association Finance Corporation every year since 1993. Through the Cash Reserve Program, districts issue a Tax and Revenue Anticipation Note (TRAN). A TRAN is a short-term debt instrument used to cover cash flow shortages or create additional reserves to a district's general fund. In 2005-2006, the program issued over \$500 million in notes to nearly 200 districts.

The Program's underwriter, Piper Jaffray, sells the notes in the financial marketplace as tax-exempt securities. The notes have a maturity length of one year. The proceeds of the notes are reinvested in high quality taxable investments (AA or AAA rated entities) with a corresponding maturity length. Since both the interest cost and reinvestment rates are guaranteed, the District is not exposed to the market risk of interest rate volatility during the course of the year.

Adoption of the attached resolution does not obligate the District to participate in the Program. The resolution delegates the authority to participate to District staff based on projected cash flow needs determined later in the fiscal year and also describes the parameters of issuance. The resolution establishes the District's maximum borrowing amount at \$10.0 million which is consistent with prior years. Historically, the final amount of the District's TRAN borrowing, based on projected cash flow needs, has averaged less than \$5.0 million. The 2005-2006 TRAN amount was \$2.73 million.

Recommendation: It is recommended that the Board of Trustees approve Resolution No. 19-05/06 authorizing the borrowing of funds for fiscal year 2006-2007, the issuance and sale of a 2006-2007 Tax and Revenue Anticipation Note, participation in the California School Cash Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note and authorizing the Board's President and Secretary, the District Chancellor and Vice Chancellor, Administration and Finance, to sign the appropriate documents.

Salvatore G. Rotella
Chancellor

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

DISTRICT RESOLUTION

NAME OF DISTRICT: Riverside Community College District*

LOCATED IN: County of Riverside

MAXIMUM AMOUNT OF BORROWING: \$ 10,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2006-2007 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2006-2007 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2007 ("Fiscal Year 2006-2007") by the issuance of its 2006-2007 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District attributable to Fiscal Year 2006-2007;

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes;

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;**

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to Fiscal Year 2006-2007 and available for the payment of the principal of each Series of Notes and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for Fiscal Year 2006-2007;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to Fiscal Year 2006-2007 can be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

** Unless the context specifically requires otherwise, all references to "Series of Note" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) to each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

WHEREAS, the Program requires the participating Issuers to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (collectively, "Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board;

WHEREAS, the Authority, pursuant to advice of the underwriter designated in the Pricing Confirmation applicable to the Series of Notes, as underwriter for the Program (the "Underwriter"), will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of bonds (each a "Series of Pool Bonds") secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), each Series distinguished by whether or what type(s) of Credit Instrument(s) (as hereinafter defined) secure(s) such Series, by the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool or by other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine;

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned;

WHEREAS, as additional security for the Owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or proceeds of a separate subordinate bond issue (funded from a portion of the principal of some or all of the respective series of notes assigned to such Series of Pool Bonds) issued pursuant to the applicable Indenture for such purpose (the "Contingency Fund") or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued in the case of a letter or letters of credit or a commitment letter or letters by the credit provider or credit providers (collectively, the "Credit Provider") designated in the applicable Indenture, as finally executed, pursuant to a credit agreement or agreements or commitment letter or letters (collectively, the "Credit Agreement") identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance, the Authority and the respective Credit Provider;

WHEREAS, if the Credit Instrument is identified as the Contingency Fund in the Pricing Confirmation applicable to such Series of Notes, the Series of subordinate bonds (the "Series of Contingency Bonds") issued pursuant to the applicable Indenture, as indicated in such Pricing Confirmation, may be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (the "Contingency Credit Instrument") issued by the credit provider or providers (collectively, the "Contingency Credit Provider") providing such Contingency Credit Instrument identified in such Indenture as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (collectively, the "Contingency Credit Agreement") identified in such Indenture as finally executed, such Contingency Credit Agreement being between the Authority and the Contingency Credit Provider;

WHEREAS, if a Series of Contingency Bonds is issued with respect to a Series of Notes, such Series of Notes of the District shall contain a Proceeds/Payment Portion (as defined herein) and may also contain a Contingency Portion (as defined herein), the amount of each such portion to be confirmed by the District at the time of execution of the Pricing Confirmation applicable to such Series of Notes;

WHEREAS, all or portions of the net proceeds of each Series of Notes, may be invested in one or more Permitted Investments (as defined in the Indenture), including under one or more investment agreements with one or more investment providers (if any), which investment agreements and provisions are to be determined in the Pricing Confirmation related to such Series of Notes;

WHEREAS, as part of the Program each participating Issuer approves the Indenture, the alternative forms of Credit Agreements, if any, and the alternative forms of Contingency Credit Agreements, if any, in substantially the forms presented to the Board, with the final form of Indenture, type of Credit Instrument and corresponding Credit Agreement, if any, and type of Contingency Credit Instrument and corresponding Contingency Credit Agreement, if any, to be determined and approved by the Pricing Confirmation related to the Series of Notes issued;

WHEREAS, pursuant to the Program each participating Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, and (b), if applicable, the fees of the Credit Provider or the fees of the Contingency Credit Provider (which may be payable from, among other sources, investment earnings on the Permitted Investments or the applicable Contingency Account (as defined herein) and/or moneys in the account in the Costs of Issuance Fund applicable to such Series of Pool Bonds established and held under the Indenture), and (c), if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds;

WHEREAS, pursuant to the Program, if a Series of Contingency Bonds is issued to secure a Series of Pool Bonds, each participating Issuer whose series of notes is assigned to the Pool securing such Series of Pool Bonds will be responsible for its share of the costs of issuing the applicable Series of Contingency Bonds, all such costs and fees being payable from

the proceeds of the applicable Series of Pool Bonds or the applicable Series of Contingency Bonds or as may otherwise be indicated in the Pricing Confirmation applicable to the Series of Notes issued;

WHEREAS, pursuant to the Program, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds and related Series of Contingency Bonds, if any, (collectively, the "Bonds") which will be secured by the Indenture to which such Pool will be assigned;

WHEREAS, because certain proposed changes to the Internal Revenue Code of 1986 and associated regulations relating to pooled bond financings may require certain changes to the Program, the District desires to approve an alternate structure (the "Alternate Program") pursuant to which the District would issue a single Series of Notes to be marketed together with some or all of the notes issued by other school districts, community college districts and county boards of education participating in the Alternate Program;

WHEREAS, under the Alternate Program, the Underwriter will form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument secures notes comprising each Series, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Alternate Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with the Trustee pursuant to a trust agreement between such Issuers and the Trustee, dated as of July 1, 2006 (the "Trust Agreement");

WHEREAS, the Alternate Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates;

WHEREAS, if the Alternate Program is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in the Note and the notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Certificates, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured by one or more Credit Instruments issued by one or more Credit Providers designated in the Trust Agreement, as finally executed, which may be issued pursuant to one or more Credit Agreements designated in the Trust Agreement;

WHEREAS, all or portions of the net proceeds of the Note, may be invested in one or more Permitted Investments (as defined in the Trust Agreement), including under one or more investment agreements with one or more investment providers (if any), which investment agreements and provisions are to be determined in the Pricing Confirmation related to the Note;

WHEREAS, the Alternate Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, with the final form of Trust Agreement, type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation;

WHEREAS, pursuant to the Alternate Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Alternate Program, the Underwriter will submit an offer to purchase the Note and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates, (which offer will specify, as designated in the Pricing Confirmation, the principal amount, interest rate and credit instrument (if any)), and has submitted a form of purchase agreement (the "Certificate Purchase Agreement") to the Board; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Alternate Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes. If the Alternate Program is implemented, this Section 2 shall not be applicable and shall be disregarded, and the provisions of Section 18(A) shall be applicable in its place.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District attributable to Fiscal Year 2006-2007, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 et seq. of the Act, designated generally as the District's "2006-2007 [Subordinate]** Tax and Revenue Anticipation Notes, Series ____" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund".

** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than fifteen (15) months thereafter on a date (or, possibly dates, if containing a Contingency Portion) indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate (or rates if different interest rates apply to the Proceeds/Payment Portion and the Contingency Portion) not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

If the Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument (other than the Contingency Fund) secures the Proceeds/Payment Portion of a Series of Notes in whole or in part and all principal of and interest on the Proceeds/Payment Portion of the Series of Notes is not paid in full at maturity applicable to the Proceeds/Payment Portion or payment of principal of and interest on the Proceeds/Payment Portion of such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or the portion (including the interest component, if applicable) thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture); provided, however, that if the draw on, payment request under or claim on the Credit Instrument is due solely, in the District's case, to a loss on the Permitted Investment applicable to the Proceeds Subaccount (hereinafter defined) attributed to such Series of Notes or the Payment Account (hereinafter defined) attributed to such Series of Notes, the Series of Notes shall not be a Defaulted Note if the Credit Provider has so agreed at the time of issuance of the Credit Instrument.

If the Credit Instrument is the Contingency Fund and a Drawing (as defined in the Indenture) pertaining to the related Series of Notes is not fully reimbursed by the Contingency

Interest Payment Date (as defined in the Indenture), the Series of Notes shall become a Defaulted Contingency Note (as defined in the Indenture), and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or portion (including the interest component, if applicable) thereof with respect to which the Contingency Fund applies for which reimbursement on a Drawing has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. If the Credit Instrument is the Contingency Fund and the Trustee is required to draw on, request payment under or make a claim on the Contingency Credit Instrument to pay the related Series of Contingency Bonds due to an investment loss on the Permitted Investment applicable to the Contingency Fund, the Series of Notes shall, unless otherwise agreed by the Contingency Credit Provider at the time of issuance of the Contingency Credit Instrument, become a Defaulted Contingency Note, and the unpaid Contingency Portion (including the interest component, if applicable) thereof with respect to which the Contingency Credit Instrument applies for which reimbursement on such draw, payment or claim has not been fully made by the Contingency Principal Payment Date shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

If a Series of Notes or the Series of Pool Bonds issued in connection therewith is unsecured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid Proceeds/Payment Portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding three paragraphs, the obligation of the District with respect to such Defaulted Note, Defaulted Contingency Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to Fiscal Year 2006-2007, as provided in Section 8 hereof.

The percentage of a Series of Notes to which a related Credit Instrument, if any, applies (the "Secured Percentage") shall be (i) equal to 100%, if the size of the Credit Instrument is greater than or equal to the aggregate amount of principal of and interest with respect to the Proceeds/Payment Portion of all unpaid series of notes (or unpaid portions thereof) of all Issuers assigned to the same Series of Pool Bonds as the Series of Notes, as of the Pool Interest Payment Date corresponding to the draw or payment request on the Credit Instrument, or the corresponding Contingency Interest Payment Date, whichever comes first, or (ii) equal to the amount of the related Credit Instrument divided by the aggregate amount of unpaid principal of and interest with respect to the Proceeds/Payment Portion of all unpaid series of notes (or portions thereof) of all Issuers assigned to the same Series of Pool Bonds as such Series of Notes, expressed as a percentage, if the size of the Credit Instrument is less than the aggregate amount of unpaid principal of and interest on the Proceeds/Payment Portion of such unpaid series of notes (or unpaid portions thereof) as of the Pool Interest Payment Date corresponding to the draw or payment request on the Credit Instrument, or the corresponding Contingency Interest Payment Date, whichever comes first. The percentage of a Series of Notes to which the related Contingency Credit Instrument, if any, applies (the "Secured Contingency Percentage") shall be equal to the Secured Percentage. To the extent the term "Secured Percentage" as defined in the Indenture as finally executed differs from the foregoing, the definition contained in the Indenture shall be controlling.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Indenture or Trust Agreement, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof and the exclusion from gross income for federal tax purposes of interest thereon. The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider or the Contingency Credit Provider (as the case may be) securing the related Series of Pool Bonds or corresponding Series of Contingency Bonds (as applicable) to which such Series of Notes is assigned, its agreement to issue the Credit Instrument or Contingency Credit Instrument (as applicable), securing such Series of Pool Bonds or corresponding Series of Contingency Bonds, as the case may be. If the Credit Instrument relating to a Series of Pool Bonds is a letter or letters of credit or policy or policies of insurance, the issuance of the related Series of Notes shall be subject to the approval of such Credit Provider. If the Credit Instrument relating to a Series of Pool Bonds is the Contingency Fund which is backed by a Contingency Credit Instrument, the issuance of the related Series of Notes shall be subject to the approval of the such Contingency Credit Provider. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes, the decision of the Credit Provider to deliver the Credit Instrument or, if applicable, the approval of the Contingency Credit Provider of the issuance of such Series of Notes and the decision of the Contingency Credit Provider to deliver the Contingency Credit Instrument shall be in the sole discretion of the Credit Provider or Contingency Credit Provider, as applicable, and nothing herein shall be construed to require the Credit Provider or Contingency Credit Provider to issue a Credit Instrument or Contingency Credit Instrument, as applicable, or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2006-2007 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 et seq. of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Bonds from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). The District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the

payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be Senior Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A if issued by the Board of Supervisors of the County, (ii) Exhibit B if issued by the District, or (iii) Exhibit C if issued by the Board of Supervisors of the County or the District and the Alternate Program is implemented, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the business manager or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is

hereby authorized and directed to negotiate, with the Authority (if the District participates in the Program) or the Underwriter (if the District participates in the Alternate Program), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Authority or the Underwriter, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued. If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of the Authority) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter of said negotiation of interest rate and purchase price during the period from May 1, 2006 through March 1, 2007 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Purchase Agreement or the Certificate Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes and the Pricing Confirmation applicable to the first Series of Notes shall also be referred to herein in certain contexts as the "Primary Pricing Confirmation". Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Purchase Agreement or Certificate Purchase Agreement applicable to such Series of Notes, substantially in the form presented to this meeting, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Purchase Agreement or Certificate Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Purchase Agreement(s) or Certificate Purchase Agreement, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. If the Alternate Program is implemented, this Section 5 shall not be applicable and shall be disregarded, and the provisions of Section 18(B) shall be applicable in its place. The Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds and, if applicable, the Series of Contingency Bonds to the Trustee under the Indenture to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers). The Pricing Confirmation shall indicate whether and what type of Credit Instrument and, if applicable, Contingency Credit Instrument will apply to such Series of Notes.

The form of Indenture, alternative general types and forms of Credit Agreements, if any, and alternative general types and forms of Contingency Credit Agreements, if any, presented to this meeting are hereby acknowledged, and it is acknowledged that the Authority will execute and deliver the Indenture, one or more Supplemental Indentures, one or more Credit Agreements, if applicable, and one or more Contingency Credit Agreements, if applicable, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture, the Supplemental Indenture (if applicable), the Credit Agreement and, if applicable, the Contingency Credit Agreement are to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed. If the Credit Instrument identified in a Pricing Confirmation is the Contingency Fund, it is acknowledged that the Authority is authorized and requested to issue one or more Series of Contingency Bonds pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed. The Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that a Note of a Series shall become a Defaulted Note, the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof or the Proceeds/Payment Portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date applicable to such Proceeds/Payment Portion shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Proceeds/Payment Portion of such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Proceeds/Payment Portion of such Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Contingency Note, the unpaid Proceeds/Payment Portion and/or (if applicable) Contingency Portion (including the interest component, if applicable) thereof or the Proceeds/Payment Portion and/or Contingency Portion (including the interest component, if applicable) to which a Contingency Credit Instrument, if any, applies for which full reimbursement on a Drawing, or drawing, payment or claim has not been made by the applicable Contingency Principal Payment Date, shall be deemed outstanding and shall not be deemed paid until (i) any Contingency Credit Provider providing a Contingency Credit Instrument with respect to the Series of Contingency Bonds to which such Series of Notes is assigned (against the Contingency Fund of which such Drawing, or drawing, payment or claim was made) has been reimbursed for any drawing or payment or claim made under the Contingency Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the Contingency Credit Agreement, and (ii) the holders of such Series of Notes or Series of Pool Bonds and/or Series of Contingency Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured Proceeds/Payment Portion and/or (if applicable) Contingency Portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For the purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds and Series of Contingency Bonds will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Series of Notes is secured in whole or in part by a Credit Instrument or, if applicable, a Contingency Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument or, if applicable, the Series of Contingency Bonds issued in connection with the Series of Notes is secured by a Contingency Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Series of Notes), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal (a) in the case where a Credit Provider is applicable, to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds, and (b) in the case where a Contingency Credit Provider is applicable, to the ratio of the principal amount of the Contingency Portion of and applicable to its Series of Notes over the aggregate principal amounts of the Contingency Portions of and applicable to all series of notes containing Contingency Portions, including, if applicable, the Series of Notes, assigned to the Series of Contingency Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation. If the Alternate Program is implemented, this Section 6 shall not be applicable and shall be disregarded, and the provisions of Section 18(C) shall be applicable in its place. Each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds and, if applicable, a corresponding Series of Contingency Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. If the Alternate Program is implemented, this Section 7 shall not be applicable and shall be disregarded, and the provisions of Section 18(D) shall be applicable in its place.

The moneys received from the sale of each Series of Pool Bonds issued in connection with a Series of Notes allocable to the District's share of the costs of issuance (which may include any fees and expenses in connection with the related Credit Instrument (or Contingency Credit Instrument, if any) applicable to such Series of Notes or Series of Pool Bonds and the corresponding Series of Contingency Bonds, if any) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Pool Bonds and held and invested by the Trustee under the Indenture and expended as directed by the Authority or the Underwriter on Costs of Issuance as provided in the Indenture. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Pool Bonds, (net of the District's share of the costs of issuance) is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Indenture for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Indenture. In the event a portion of earnings on the Permitted Investment in which the Proceeds Subaccount is invested shall be used to pay the related Credit Provider's or the related Contingency Credit Provider's fees and expenses and/or costs of issuing the related Credit Instrument or the related Contingency Credit Instrument, such funds may be requisitioned by the Authority on behalf of the District. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. The Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount which shall be not less than 50% of the Net Proceeds.

"Net Proceeds" means, as the case may be, the Principal Amount of the Series of Notes if issued in one series, or the Series Principal Amount of each Series of Notes if more than one Series of Notes is issued net of the District's share of the Costs of Issuance attributable to the corresponding Series of Pool Bonds and, if applicable, the corresponding Series of Contingency Bonds to which such Series of Notes is assigned. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Month (as defined hereinafter) designated in the Pricing Confirmation applicable to such Series of Notes, amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date applicable to the related Proceeds/Payment Portion, are equal to the percentages of the principal and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity for the Proceeds/Payment Portion for the corresponding Repayment Month set forth in the Pricing Confirmation applicable to the Series of Notes; provided, however, that on the twentieth day of the next to last Repayment Month designated in each such Pricing Confirmation (or, if only one Repayment Month is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Month designated in such Pricing Confirmation), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Indenture; provided, however, that with respect to the transfer in any such Repayment Month (or month preceding a single Repayment Month), if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity for the Proceeds/Payment Portion, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the twentieth day of such Repayment Month (or month preceding a single Repayment Month).

In the event more than one Series of Notes is issued, the District hereby covenants and agrees, subject to Section 8 hereof, to replenish amounts on deposit in the Proceeds Subaccount attributed to each Series of Notes in the following order of priority: first, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Senior Notes; second, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, the Proceeds Subaccount attributed to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

For Notes issued in calendar 2006, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Series of the Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

For Notes issued in calendar year 2007, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2007, will, at the time of the issuance of such Series of the Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2007, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

Amounts in any Proceeds Subaccount relating to a Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The "Proceeds/Payment Portion" of a Note of a Series means a principal amount equal to such Principal Amount of the Series of Notes if the District issues only one Series, or the Series Principal Amount of applicable Series of Notes if the District issues more than one Series of Notes, less the principal amount of the Contingency Portion (defined hereinafter) of such Series of Notes, if any, plus interest accrued thereon at the Note Rate applicable to the Proceeds/Payment Portion of such Series of Notes to the Maturity Date applicable to the Proceeds/Payment Portion of such Series of Notes. The "Contingency Portion" of a Note of a Series means a principal amount which shall be less than or equal to 50% of the Net Proceeds, plus interest accrued thereon at the Note Rate applicable to the Contingency Portion of such Series of Notes to the Maturity Date applicable to the Contingency Portion of such Series of Notes. An amount equal to the principal of the Contingency Portion of each Series of Notes (and, if determined in the Pricing Confirmation applicable to such Series of Notes, net of the District's portion of Costs of Issuance attributable to the Series of Contingency Bonds to which the Series of Notes is assigned) shall be deposited in a separate account established for the Series of Contingency Bonds to which such Series of Notes is assigned in the Contingency Fund (each a "Contingency Account"), hereby authorized to be created pursuant to, and held and invested by the Trustee under the Indenture and said moneys shall be used for the purposes specified in the

Indenture including, but not limited to, payment of principal of and interest on the Series of Contingency Bonds (if any) to which such Series of Notes is assigned. The Pricing Confirmation applicable to such Series of Notes shall set forth the amount of the deposit to the related Contingency Account. Payment of principal of and interest on the Series of Contingency Bonds to which any Series of Notes is assigned and reimbursement to the applicable Contingency Credit Provider, if any, shall be subordinate to payment in full of the principal of and interest on the related Series of Pool Bonds to which such Series of Notes is assigned.

The principal amounts of the Proceeds/Payment Portion and the Contingency Portion of a Series of Notes shall be set forth in the Pricing Confirmation applicable to such Series of Notes and on the face of such Series of Notes. Any Authorized Officer is hereby authorized to approve and confirm the determination of such principal amount of the Proceeds/Payment Portion of a Series of Notes (including, if applicable, the principal amount attributed to cash flow borrowing and the principal amount attributable to construction financing) and the principal amount of the Contingency Portion of a Series of Notes as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

Section 8. Source of Payment. If the Alternate Program is implemented, this Section 8 shall not be applicable and shall be disregarded, and the provisions of Section 18(E) shall be applicable in its place.

(A) The principal amount of each Series of Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on all Series of its Notes, subject to the subordination provisions of Section 7 hereof and this Section 8, the District hereby pledges certain unrestricted revenues (as hereinafter provided) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2006-2007, and the principal of each Series of Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable pro-rata among all such Series of Notes of the District from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act) and subject to the subordination provisions of Section 7 hereof and this Section 8. The Noteholders, Bondholders, Credit Provider(s) (if applicable) and, if applicable, the Contingency Credit Provider(s) shall have a first lien and charge on such unrestricted revenues as hereinafter provided which are received by the District and are attributable to Fiscal Year 2006-2007, subject to the subordination provisions of Section 7 hereof and this Section 8.

In order to effect, in part, the pledge referenced in the preceding two sentences, the District agrees to the establishment and maintenance as a special fund of the District of a

separate Payment Account for each Series of its Notes (each a "Payment Account") by the Trustee under the Indenture, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share of the first amounts received in the months specified in the corresponding Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the Proceeds/Payment Portion of the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity of the Proceeds/Payment Portion specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

With respect to each Series of Notes, the number of Repayment Months determined in the related Pricing Confirmation shall not exceed six (6) and the amount of new money required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in such Pricing Confirmation shall not exceed fifty percent (50%) of the principal of and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity of the Proceeds/Payment Portion (such pledged amounts being hereinafter called the "Pledged Revenues"); provided, however, that the first Repayment Month of any Series of Subordinate Notes shall not occur prior to the last Repayment Month of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; provided further, that if the first Repayment Month of any Series of Subordinate Notes occurs in the same month as the last Repayment Month of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes.

Any Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due with respect to the Proceeds/Payment Portion of each Series of Notes at maturity of the Proceeds/Payment Portion required to be on deposit in the related Payment Account in each Repayment Month, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

In the event that on the tenth Business Day (as defined in the Indenture) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority. The term "unrestricted revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund and capital fund and/or special revenue fund (if applicable) of the District attributable to Fiscal Year 2006-2007 and which are generally available for the payment of current expenses and other obligations of the District.

In the event a Series of Notes contains a Contingency Portion, the District shall not be obligated to make payments with respect to the principal or interest components of the Contingency Portion except, if not otherwise agreed to by the related Contingency Credit Provider (if any) at the time of issuance of the related Contingency Credit Instrument (if any), in the case where any loss is sustained from the Permitted Investment (as defined in the Indenture), in which the Contingency Account related to such Contingency Portion is invested. In such case, the District hereby pledges and agrees to deposit in such Contingency Account established and held under the Indenture, moneys of the District lawfully available for the payment of principal of such Series of Notes and the interest thereon as and when received, an amount up to an amount equal to the Contingency Portion of such Series of Notes, to the extent necessary to replenish such Contingency Account for any losses sustained from such Permitted Investment.

Such pledge and agreement shall be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion of such Series of Notes and in the case of (1) a Contingency Portion of a Series of Additional Notes that are Senior Notes, shall also be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion of all other Series of Senior Notes but shall be on a parity with the pledge and agreement pertaining to the Contingency Portion, if any, of each such Series of Senior Notes, (2) a Contingency Portion of a Series of Additional Notes that are Subordinate Notes (except for any Series of Subordinate Notes described in the following clause (3)), shall be subordinate to the pledge and agreement pertaining to (i) the Proceeds/Payment Portion and the Contingency Portion, if any, of all Series of Senior Notes, and (ii) the Proceeds/Payment Portion of all Series of Subordinate Notes, but shall be on a parity with the pledge and agreement pertaining to the Contingency Portion of each such Series of Subordinate Notes (except for any Series of Subordinate Notes described in the following clause (3)), and (3) a Contingency Portion of a Series of Additional Notes that are Subordinate Notes that have been further subordinated to other previously issued Subordinate Notes in the applicable Pricing Confirmation, shall be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion and the Contingency Portion, if any, of all Series of

Senior Notes and all previously issued Series of Subordinate Notes specified in such Pricing Confirmation.

In the event the contingency portions (if any) of any series of notes issued by other Issuers comprising the Series of Contingency Bonds of which a Series of Notes is a part (the "Contingency Pool") are invested in the same Permitted Investment as such Series of Notes, and if any losses sustained from such Permitted Investment are less than the aggregate amount of all the contingency portions of the series of notes of other Issuers containing contingency portions comprising the Contingency Pool, the District's obligation to make any deposit referred to in the preceding sentence shall equal the ratio of the principal component of the Contingency Portion of its Series of Notes over the aggregate principal components of the contingency portions of all series of notes including its Series of Notes, comprising the Contingency Pool.

If, pursuant to the preceding paragraph, the District is required to deposit moneys in the Contingency Account, and such deposit is not made by the Maturity Date applicable to the Proceeds/Payment Portion applicable to such Series of Notes, the Series of Notes shall become a Defaulted Note, and the unpaid Contingency Portion (including the interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. If such deposit is not made by the Maturity Date applicable to the Contingency Portion applicable to such Series of Notes, the Series of Notes shall become a Defaulted Contingency Note and the unpaid Contingency Portion (including interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. The obligation of the District with respect to such Defaulted Note or Defaulted Contingency Note, as the case may be, shall not be a debt or liability of the District prohibited by Article XVI Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any legally available revenues attributable to Fiscal Year 2006-2007 and which constitute unrestricted revenues.

(B) Any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part, (ii) (to the extent provided in the Indenture) the Credit Provider, if any, (iii) if a Series of Contingency Bonds are issued in connection with the Pool of which such Series of Notes is a part and are not secured by a Contingency Credit Instrument, the holders of such Series of Contingency Bonds (to the extent provided in the Indenture), and (iv) if a Series of Contingency Bonds are issued in connection with the Pool of which such Series of Notes is a part and are secured by a Contingency Credit Instrument, the applicable Contingency Credit Provider and the holders of such Series of Contingency Bonds (to the extent provided in the Indenture and the applicable Contingency Credit Agreement). The moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of the Proceeds/Payment Portion of such Series of Notes with interest to maturity of the Proceeds/Payment Portion (in accordance with the requirements for defeasance of the related Series of Bonds as set forth in the Indenture) and, if applicable, (to the extent provided in the Indenture and, if applicable, the corresponding Credit Agreement or, if applicable, the corresponding Contingency Credit Agreement) the payment of all Predefault

Obligations and Reimbursement Obligations owing to the corresponding Credit Provider or, if applicable, the corresponding Contingency Credit Provider.

(C) On any interest payment date (if different from the Maturity Date applicable to the Proceeds/Payment Portion) and on the Maturity Date applicable to the Proceeds/Payment Portion of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date applicable to the Proceeds/Payment Portion, the principal of and interest with respect to the Proceeds/Payment Portion of such Series of Notes or to reimburse the Credit Provider or Contingency Credit Provider, as applicable, for payments made under or pursuant to the Credit Instrument or Contingency Credit Instrument, as the case may be, subject to the subordination provisions of Section 7 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to the Proceeds/Payment Portion of such Series of Notes in full on an interest payment date and/or the Maturity Date applicable to such Proceeds/Payment Portion, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

(1) with respect to all Series of Senior Notes:

a. first, to pay interest with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

b. second, (if on the Maturity Date applicable to the Proceeds/Payment Portion) to pay principal of the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

c. third, to reimburse each applicable Credit Provider for payment, if any, of interest with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

d. fourth, to reimburse each applicable Credit Provider for payment, if any, of principal with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

e. fifth, to reimburse each applicable Contingency Credit Provider, if any, for payment, if any, of interest with respect to the Contingency Portion of all Series of Senior Notes pro-rata;

f. sixth, to reimburse each applicable Contingency Credit Provider, if any, for payment, if any, of principal with respect to the Contingency Portion of all Series of Senior Notes pro-rata;

g. seventh, to pay pro-rata any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each applicable Credit Provider or Contingency Credit Provider (if any), relating to all Series of Senior Notes, as applicable;

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (g), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (g), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

If Contingency Bonds are issued in connection with any Series of Notes and no Contingency Credit Instrument is applicable, the holders of the applicable Series of Contingency Bonds shall have the same priority of rights to payment as a Contingency Credit Provider would have had relating to such Series of Notes according to the priorities set forth above, as well as any other rights to the extent and as stated in the Indenture. Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Indenture have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Indenture, or, if applicable, the related Credit Agreement(s) or Contingency Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(D) Moneys in the Proceeds Subaccount attributed to each Series of Notes, the Payment Account attributed to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes shall be invested by the Trustee pursuant to the Indenture in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Indenture and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the Underwriter as designee of the Authority as a party authorized to solicit bids on or negotiate the terms of, the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which shall be with a provider or providers rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Pool Bonds (the "Rating Agency") and acceptable to the corresponding Credit Provider or, if applicable, the corresponding Contingency Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Note) and authorizes the Trustee to enter into

such investment agreement or agreements on behalf of the District. The Underwriter, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of the present value of annual payments equal to 5/100th of a percent of the weighted average amount reasonably expected to be invested each year of the term of the investment agreement. Upon the advice of the Underwriter, as confirmed in the applicable Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider and corresponding Credit Instrument or corresponding Contingency Credit Provider and corresponding Contingency Credit Instrument payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. The District's funds in the Proceeds Subaccount attributed to each Series of Notes, the Payment Account attributed to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes shall be accounted for separately and the obligation of the provider or providers of such investment agreement or investment agreements with respect to the District under such investment agreement or investment agreements shall be severable. Unless otherwise and to the extent agreed between the applicable Credit Provider or Contingency Credit Provider and the District, any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes, the Payment Account applicable to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes.

If, as of the first Business Day (as defined in the Indenture) of each month, beginning in the month designated in Section 3.03 of the Indenture, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of the Proceeds/Payment Portion of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such month (as specified in the Pricing Confirmation applicable to the Series of Note) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the applicable Credit Provider, if any, or the applicable Contingency Credit Provider, if any (and as applicable), a Financial Report and on the tenth Business Day of such month, if applicable, a Deficiency Report in substantially the forms set forth as Exhibits C and D to the Indenture and shall provide such other information as the applicable Credit Provider or the applicable Contingency Credit Provider, if any (and as applicable), shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(E) Any moneys placed in a Contingency Account (if any) shall be for the benefit of and in the following priority: (i) the holders of the related Series of Pool Bonds issued in connection with the Pool to which the related Series of Notes is assigned, (ii) the holders of the related Series of Contingency Bonds issued in connection with the Pool to which such Series of Notes is assigned, and (iii) (to the extent provided in the Indenture and, if applicable, the corresponding Contingency Credit Agreement) the corresponding Contingency Credit Provider. The moneys in the Contingency Account attributable to the Series of Contingency Bonds secured

by a Series of Notes shall be applied only for the purposes for which such Contingency Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of the Proceeds/Payment Portion applicable to such Series of Notes or Contingency Portion applicable to such Series of Notes, whichever is later, with interest to maturity of the Proceeds/Payment Portion applicable to such Series of Notes or Contingency Portion applicable to such Series of Notes, whichever is later, (in accordance with the requirements for defeasance of the related Series of Bonds as set forth in the Indenture) and, if applicable, (to the extent provided in the Indenture and the corresponding Contingency Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Contingency Credit Provider.

(F) The moneys in each Contingency Account shall be applied as provided in Articles V and VI of the Indenture and as may otherwise be provided in the Indenture.

(G) Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chair of the governing board of the District or any other member of such board shall be authorized to execute each such Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Purchase Agreement or Certificate Purchase Agreement, as applicable, this Resolution and the Indenture or Trust Agreement, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this

Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Indenture or Trust Agreement, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Pool Bonds and, if applicable, any Series of Contingency Bonds (in each case, to which such Series of Notes is assigned), if such Series of Pool Bonds and, if applicable, Series of Contingency Bonds, are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may

prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2006-2007 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Purchase Agreement(s) or Certificate Purchase Agreement, as applicable, (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes, and (iii) accept its obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s).

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District

and to perform its obligations as provided herein and therein, (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes and accept its obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s).

(C) The issuance of each Series of Notes, the adoption of this Resolution, the acceptance of the District's obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s) and the execution and delivery of the Purchase Agreement(s), Certificate Purchase Agreement, Trust Agreement and Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2006-2007 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2006-2007, (ii) provide to the Trustee, the Credit Provider(s), if any, the Contingency Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund and, if applicable, capital fund and/or special revenue fund of the District attributable to Fiscal Year 2006-2007 all of which will be legally available to pay principal of and interest on such Notes.

(G) The County has experienced an ad valorem property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of ad valorem property taxes levied within the District in each of the five fiscal years from Fiscal Year 1999-2000 through Fiscal Year 2004-2005, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected

and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2005-2006 and 2006-2007, respectively.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, or the Contingency Credit Provider(s), if any (and as applicable), there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee, the Credit Provider(s), if any, and the Contingency Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Indenture or Trust Agreement, as applicable.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Purchase Agreement(s) or Certificate Purchase Agreement, as applicable, the Indenture or Trust Agreement, as applicable, the Credit Agreement(s), if any, the Contingency Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Purchase Agreement(s) or Certificate Purchase Agreement, as applicable, the Indenture or Trust Agreement, as applicable, the Credit Agreement(s), if any, the Contingency Credit Agreement(s), if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or the Contingency Credit Provider(s), if any (and as applicable), or (ii) in any way that would materially adversely affect the interests of any holder or Owner of any Series of the Notes, Pool Bonds, Contingency Bonds, if any, or Certificates, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement or, if applicable, the corresponding Contingency Credit Agreement, will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(N) The District shall not incur any indebtedness that is not issued in connection with the Program or the Alternate Program under this Resolution and that is secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(O) So long as the applicable Credit Provider is not in default under the corresponding Credit Instrument or the applicable Contingency Credit Provider, if any, is not in default under the corresponding Contingency Credit Agreement, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, the applicable Contingency Credit Agreement, if any, and/or the Indenture or Trust Agreement, as applicable. Prior to the Maturity Date applicable to the Proceeds/Payment Portion of a Series of Notes, moneys in the District's Payment Account attributed to such series of the Note shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the applicable Credit Provider or from the applicable Contingency Credit Provider, if any, that such amounts are due to it by instructing the Trustee to pay such amounts to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate, on the District's behalf by remitting to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate, moneys held by the Trustee for the District and then available for such purpose under the Indenture or Trust Agreement, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate.

(P) So long as any Series of Pool Bonds, Contingency Bonds or Certificates issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Indenture or Trust Agreement, as applicable.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, and the Contingency Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2006 (the "Fiscal Year 2005-2006") within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will immediately deliver a written notice to the Authority, Underwriter, the Credit Provider(s) (if applicable), the Contingency Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2005-2006 or Fiscal Year 2006-2007 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) To the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2005-2006 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2006-2007.

(S) The District will maintain a positive general fund balance in Fiscal Year 2006-2007.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) or the last paragraph of Section 18(E) hereof, as applicable.

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s) (if applicable), the Contingency Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Series of Notes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Series of the Notes or any other funds of the District which would cause any Series of the Notes to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of (each) (the) Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7 or 18(D), as applicable), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of (each) (the) Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 or 18(D) hereof, as applicable, to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Series of Notes (calculated in accordance with Section 7 or 18(D) hereof, as applicable), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2006-2007 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2006-2007 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Indenture or Trust Agreement, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 or 18(D) hereof, as applicable.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Series of Notes, the Bond or Certificate Owners, as applicable, the Credit Provider(s), if any, the Contingency Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account or Contingency Account, as applicable, required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment

required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, any Credit Provider, if applicable, or any Contingency Credit Provider, if applicable, unless the Trustee and such Credit Provider or such Contingency Credit Provider, if applicable, shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement(s) or Certificate Purchase Agreement, as applicable, (including the Pricing Confirmation(s)) or the Credit Agreement(s) or Contingency Credit Agreement(s) (if and as applicable) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement(s) or Certificate Purchase Agreement, as applicable, or the Credit Agreement(s) or Contingency Credit Agreement(s) (if and as applicable) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Bond or Certificate Owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Bond or Certificate Owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Indenture or Trust Agreement, if applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District or Contingency Account(s) (as appropriate) under the Indenture or Trust Agreement, as applicable, an amount equal to (i) all of the principal of the Proceeds/Payment Portions of all Series of Notes and interest thereon to the respective final maturity(ies) of the Proceeds/Payment Portions applicable to all Series of Notes or (ii) all of the principal of the Contingency Portions of all Series of Notes and interest thereon to the respective final maturity(ies) of the Contingency Portions applicable to all Series of Notes, as appropriate, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Indenture or Trust Agreement, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument (other than the Contingency Fund) or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and, notwithstanding the foregoing, if a Contingency Credit Instrument is applicable, as long as the applicable Contingency Credit Provider has not failed to comply with its payment obligations under the corresponding Contingency Credit Agreement, each such Contingency Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, in each case so long as such action will not materially adversely affect the rights of any Pool Bond or Certificate Owner, as applicable, (to which the Series of Notes applies) primarily and any Contingency Bond Owner (to which the Series of Notes applies) secondarily, and each Credit Provider's (if any) or each Contingency Credit Provider's (if any), and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Certificate.

If the applicable Credit Provider is not reimbursed on any interest payment date applicable to the Proceeds/Payment Portion of the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on the Proceeds/Payment Portion of such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in Section 5.03 of the Indenture or Trust Agreement, as applicable, or if any principal of or interest on the Proceeds/Payment Portion of such Series of Notes remains unpaid after the Maturity Date applicable to the Proceeds/Payment Portion of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

If the Credit Instrument is the Contingency Fund and the principal of and/or interest on the Proceeds/Payment Portion of a Series of Notes is not paid as required by each Pool Interest Payment Date applicable to such Series of Notes or the corresponding Contingency Interest Payment Date applicable to such Series of Notes, whichever is earlier, such Series of Notes shall become a Defaulted Note or a Defaulted Contingency Note, as applicable, and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or the portion thereof with respect to which the related Contingency Account applies for which reimbursement on a Drawing has not been fully made) shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on such Defaulted Note or Defaulted Contingency Note, as the case may be, is paid in full or payment is duly provided for, all subject to Section 8 hereof.

If the Credit Instrument is the Contingency Fund and pursuant to Section 8 hereof the District is required to deposit moneys in the Contingency Account applicable to the Series of Contingency Bonds to which such Series of Notes is assigned and such deposit is not made by each Pool Interest Payment Date applicable to such Series of Notes or the corresponding Contingency Interest Payment Date applicable to such Series of Notes, whichever is earlier, such Series of Notes shall become a Defaulted Note or a Defaulted Contingency Note, as applicable, and the unpaid Contingency Portion (including interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate until the District's obligation on such Defaulted Note or Defaulted Contingency Note, as the case may be, is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable, from the corresponding Payment Account and the corresponding Contingency Account, as applicable, held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account and Contingency Account, as applicable, at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all

Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Indenture or Trust Agreement, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Indenture or Trust Agreement, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Alternate Program is implemented, this Section 16 shall not be applicable and shall be disregarded, and the provisions of Section 18(F) shall be applicable in its place. Each Series of Notes shall be sold to the Authority in accordance with the terms of the Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(C)(1), (2) and (3) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

If any payment or distribution of any character, whether in cash, securities or other property, shall be received by any party or such party's representative; in contravention of any of the terms of this Section, such payment or distribution or security shall be held in trust for the benefit of, and shall be paid over or delivered and transferred to, the party entitled to such payment or distribution.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes, the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto and, notwithstanding any provision of

this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders, the Credit Provider(s) and, if applicable, the Contingency Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, shall have given notice to the District and to the holders of the Series of Senior Notes and the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Provisions Applicable to Alternate Program. The Board hereby authorizes the Authority, upon consultation with Bond Counsel and the Underwriter and taking into account any amendments or changes to the Code and associated regulations, to determine whether to implement the Program or the Alternate Program, which determination shall be set forth in the Pricing Confirmation. The provisions of this Section 18 shall be applicable only if the Alternate Program is implemented. The Board hereby approves the District's participation in the Alternate Program upon the terms and conditions set forth in this Section 18. If the Alternate Program is implemented, any references in this Resolution to a Series of Pool Bonds shall be

deemed to refer to the applicable Series of Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the District's Note, any references to the Indenture shall be deemed to refer to the Trust Agreement, any references to the Proceeds/Payment Portion of a Note shall be deemed to refer to the principal amount of such Note, and any references to the Contingency Fund, the Contingency Credit Instrument, the Contingency Credit Provider, the Contingency Credit Agreement, the Contingency Portion, Subordinate Notes, or Additional Notes shall not be applicable and shall be disregarded.

(A) Issuance of Notes. If the Alternate Program is implemented, Section 2 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(A) shall be applicable in its place. If the Alternate Program is implemented, neither the District nor the County on the District's behalf, shall issue any Additional Notes, any Subordinate Notes, or any Notes with a Contingency Portion, but the County or the District, as applicable, shall issue only one Series of Notes which shall conform to the provisions of this subsection 18(A). This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District attributable to Fiscal Year 2006-2007, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of a note in the Principal Amount under Sections 53850 et seq. of the Act, designated the District's "2006-2007 Tax and Revenue Anticipation Note" (the "Note"), to be issued in the form of one fully registered note at the principal amount thereof as set forth in the applicable Pricing Confirmation, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than fifteen (15) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable at maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement); provided, however, that if the draw on, payment request under or claim on the Credit Instrument is due solely, in the District's case, to a loss on the Permitted Investment applicable to the Proceeds Subaccount or the Payment Account, the Note shall not be a Defaulted Note if the Credit Provider has so agreed at the time of issuance of the Credit Instrument.

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund".

If the Note as evidenced and represented by the Series of Certificates is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to Fiscal Year 2006-2007, as provided in Section 18(E) hereof. The percentage of the Note as evidenced and represented by the Series of Certificates to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be (i) equal to 100%, if the size of the Credit Instrument is greater than or equal to the aggregate amount of principal of and interest on unpaid notes (or unpaid portions thereof) comprising such Series or (ii) equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof), expressed as a percentage, if the size of the Credit Instrument is less than the aggregate amount of unpaid principal of and interest on notes (or unpaid portions thereof) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California. The principal amount of the Note shall, prior to the issuance thereof, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe ("Bond Counsel") as to the legality thereof and the exclusion from gross income for federal tax purposes of interest thereon.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one series, pursuant to the terms stated in this subsection 18(A) and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Alternate Program and within the meaning of Section 53853 of the Act.

(B) Approval of Alternate Program. If the Alternate Program is implemented, Section 5 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(B) shall be applicable in its place. The Note shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers), and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The form of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement delivered to such

Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of the Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. The Authority is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Certificates on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, the Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the Certificate Purchase Agreement.

Subject to Section 18(E) hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Certificates, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Certificates which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the

preceding sentence, holders of the Series of Certificates will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 18(D) hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of Certificates of which the Note is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) No Joint Obligation; Certificate Owners' Rights. If the Alternate Program is implemented, Section 6 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(C) shall be applicable in its place. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Alternate Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the Note as evidenced and represented by such Series of Certificates.

Owners of Certificates, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the owners of the Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of the Certificates for the principal and interest payments on the Note evidenced and represented by the Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(D) Disposition of Proceeds of the Note. If the Alternate Program is implemented, Section 7 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(D) shall be applicable in its place. The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended as directed by the Underwriter on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's share of the costs of issuance) is hereby designated the "Deposit to Proceeds Subaccount" and shall be

deposited in the District's Proceeds Subaccount hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. The Pricing Confirmation shall set forth the amount of the Deposit to Proceeds Subaccount. The Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount which shall be not less than 50% of the Net Proceeds. "Net Proceeds" means the Principal Amount of the Note, net of the District's share of the Costs of Issuance. Subject to Section 18(E), the District hereby covenants and agrees to replenish amounts on deposit in its Proceeds Subaccount to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to the Payment Account (hereinafter defined) of the District from amounts on deposit in the Proceeds Subaccount on the first day of each Repayment Month (as defined hereinafter) designated in the Pricing Confirmation, amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to the Note at maturity for the corresponding Repayment Month set forth in the Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Month designated in such Pricing Confirmation (or, if only one Repayment Month is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Month designated in such Pricing Confirmation), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount to the Payment Account all as and to the extent provided in the Trust Agreement; provided, however, that with respect to the transfer in any such Repayment Month (or month preceding a single Repayment Month), if said amount in the Proceeds Subaccount is less than the corresponding percentage set forth in the Pricing Confirmation of the principal and interest due with respect to the Note at maturity, the Trustee shall transfer to the related Payment Account of the District all amounts on deposit in the Proceeds Subaccount on the twentieth day of such Repayment Month (or month preceding a single Repayment Month).

For Notes issued in calendar year 2006, in the event either (A) the Principal Amount of any Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of any Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to

general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Notes is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

(E) Source of Payment. If the Alternate Program is implemented, Section 8 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(E) shall be applicable in its place. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain unrestricted revenues (as hereinafter defined) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2006-2007, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). In order to effect this pledge, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee under the Trust Agreement as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) directly therein the first amounts received in the months specified in the Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in such fund, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentages of the principal of and interest due on the Note at maturity as specified in the Pricing Confirmation. The number of Repayment Months determined in the Pricing Confirmation shall not exceed six (6) and the amount of new money required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in the Pricing Confirmation shall not exceed fifty percent (50%) of the principal and interest due on the Note at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"). The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the

Note at maturity required to be on deposit in the Payment Account in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such officer. In the event that on the tenth Business Day (as defined in the Trust Agreement) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available. The term "unrestricted revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Certificates as set forth in the Trust Agreement) and (to the extent provided in the Trust Agreement), if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

On any interest payment date (if different from the Maturity Date) and on the Maturity Date of the Note, the moneys in the Payment Account shall be transferred by the Trustee, to the extent necessary, to pay the principal of and interest on the Note or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest on the Note in full, moneys in the Payment Account shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment of interest, if any, on the Note; fourth to reimburse the Credit Provider for payment of principal, if any, of the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in the Investment Agreement (as defined in the Trust Agreement) and other Permitted Investments (as defined in the Trust Agreement) as described in and under the terms of the Trust Agreement, and as designated in the Pricing Confirmation. The type of investments to be applicable to the proceeds of the Note shall be determined by the District as designated in the Pricing Confirmation. In the event the District designates an

investment agreement or investment agreements as the investments, the District hereby appoints the Underwriter as its designee as a party authorized to solicit bids on or negotiate the terms of, the investment agreement or investment agreements. The District hereby directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which shall be with a provider or providers rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates (the "Rating Agency") and acceptable to the corresponding Credit Provider and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement or investment agreements on behalf of the District. The Underwriter, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of the present value of annual payments equal to 5/100th of a percent of the weighted average amount reasonably expected to be invested each year of the term of the investment agreement. Upon the advice of the Underwriter, as confirmed in the Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider and corresponding Credit Instrument payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. The District's funds shall be accounted for separately and the obligation of the provider or providers of such investment agreement or investment agreements with respect to the District under such investment agreement or investment agreements shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

If, as of the first Business Day (as defined in the Trust Agreement) of each month, beginning in the month designated in Section 3.03 of the Trust Agreement, the total amount on deposit in the District's Payment Account and Proceeds Subaccount, taking into consideration anticipated earnings thereon to the Maturity Date of the Note, is less than the amount required to be on deposit in the Payment Account in such month (as specified in the Pricing Confirmation) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, and the Credit Provider, if any, a Financial Report and on the tenth Business Day of such month, if applicable, a Deficiency Report in substantially the forms set forth as Exhibits C and D to the Trust Agreement and shall provide such other information as the Credit Provider shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from the Proceeds Subaccount.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to the Note and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

(F) Sale of Notes. If the Alternate Program is implemented, Section 16 of this Resolution shall not be applicable and shall be disregarded, and the provisions of this subsection 18(F) shall be applicable in its place. The Note as evidenced and represented by the Series of

Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement, hereinbefore approved.

(G) Appointment of Professionals. If the Alternate Program is implemented, the law firm of Orrick, Herrington & Sutcliffe LLP is hereby appointed Bond Counsel for the Series of Certificates and the Alternate Program, and Piper Jaffray & Co. is hereby appointed underwriter for the Series of Certificates and the Alternate Program. Kutak Rock LLP is hereby appointed as special counsel to the District.

(H) Form 8038-G. Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Certificates, as directed by an Authorized Officer of the District.

Section 19. Continuing Disclosure Undertaking. The provisions of this Section 19 shall be applicable only if the Alternate Program is implemented.

(A) The District covenants, for the sole benefit of the Owners of the Series of Certificates which evidence and represent the Note (and, to the extent specified in this Section 19, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to each nationally recognized municipal securities information repository or to the Municipal Securities Rulemaking Board, and to any State of California information depository, notice of any of the following events with respect to the District's outstanding Note, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on the Note and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Certificates which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board and the State Repository.

(B) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(C) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents the Note (including persons holding Certificates through nominees, depositories or other intermediaries).

(D) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Certificates of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 20. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Purchase Agreement and the Indenture, or the Certificate Purchase Agreement and the Trust Agreement, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, guaranteed investment contracts, other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Indenture or Trust Agreement, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to (i) acknowledge the terms of the corresponding Credit Agreement or the corresponding Contingency Credit Agreement, as applicable, and (ii) provide the corresponding Credit Provider or the corresponding Contingency Credit Provider (as applicable), with any and all information relating to the District as such corresponding Credit Provider or corresponding Contingency Credit Provider may reasonably request.

Section 21. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Bonds or Certificates to which such Series of Notes is assigned, the corresponding Credit Provider(s), if any, and the corresponding Contingency Credit Provider(s), if any (and as applicable), and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 22. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Pool Bonds, Series of Contingency Bonds or Series of Certificates to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION
 COUNTY OF _____, CALIFORNIA

2006-2007 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

PROCEEDS/PAYMENT PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF PROCEEDS/PAYMENT PORTION: _____ DOLLARS

CONTINGENCY PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF CONTINGENCY PORTION: _____ DOLLARS

Interest Rate Applicable
 to Proceeds/Payment Portion
 _____%

Maturity Date Applicable
 to Proceeds/Payment Portion

Interest Rate Applicable
 to Contingency Portion
 _____%

Maturity Date Applicable
 to Contingency Portion

First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	100% (Total of principal and interest due with respect to Proceeds/ Payment Portion of Note at maturity)**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____ 1, 2007 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the applicable rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in _____

* To bear this designation if this Note is a Series of Subordinate Notes.

** Number of Repayment Months and percentages and amount of Proceeds/Payment Portion of Note shall be determined in Pricing Confirmation (as defined in the Resolution) applicable to the Series of Notes.

such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date applicable to the Proceeds/Payment Portion or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) or the Contingency Credit Provider (as defined in the Resolution), if any, is not reimbursed for the amount drawn on or paid pursuant to the Contingency Credit Instrument (as defined in the Resolution) to pay all or a portion of the Proceeds/Payment Portion (including the interest component, if applicable) or the Contingency Portion (including the interest component, if applicable) of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution). If any portion of the Proceeds/Payment Portion or the Contingency Portion is unpaid on the Contingency Interest Payment Date corresponding to this Note (if applicable and as more particularly described and defined in the Resolution) this Note shall become a Defaulted Contingency Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, applicable to the Proceeds/Payment Portion, is equal to the corresponding percentages of principal of and interest due with respect to the Proceeds/Payment Portion of the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a

first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution.*** The Contingency Portion of the Note shall be paid from moneys of the District lawfully available therefor after payment of the Proceeds/Payment Portion but only to the extent, and as set forth in, the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

*** If this Note is a Series of Additional Notes, the following shall be added: Such Pledge shall be [on a parity with/subordinate to] the [parity/senior] pledge of Pledged Revenues and other moneys of the District securing the previously issued Series of Senior Notes, to the extent, and as set forth in, the Resolution.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.

COUNTY OF _____

By _____
Title:

(SEAL)

Countersigned

By _____
Title:

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____,
hereby sells, assigns and transfers unto _____ (Tax
Identification or Social Security No. _____) the within Note and all rights thereunder,
and hereby irrevocably constitutes and appoints _____ attorney
to transfer the within Note on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name as it appears
upon the face of the within Note in every
particular, without alteration or
enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an
eligible guarantor institution.

EXHIBIT B
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION
 COUNTY OF _____, CALIFORNIA

2006-2007 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

PROCEEDS/PAYMENT PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF PROCEEDS/PAYMENT PORTION: _____ DOLLARS

CONTINGENCY PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF CONTINGENCY PORTION: _____ DOLLARS

Interest Rate Applicable to Proceeds/Payment Portion _____%	Maturity Date Applicable to Proceeds/Payment Portion
Interest Rate Applicable to Contingency Portion _____%	Maturity Date Applicable to Contingency Portion

First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
___% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	___% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	___% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	___% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	100% (Total of principal and interest due with respect to Proceeds/ Payment Portion of Note at maturity)**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____ 1, 2007 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the applicable rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in _____

* To bear this designation if this Note is a Series of Subordinate Notes.

** Number of Repayment Months and percentages and amount of Proceeds/Payment Portion of Note shall be determined in Pricing Confirmation (as defined in the Resolution) applicable to the Series of Notes.

such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date applicable to the Proceeds/Payment Portion or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) or the Contingency Credit Provider (as defined in the Resolution), if any, is not reimbursed for the amount drawn on or paid pursuant to the Contingency Credit Instrument (as defined in the Resolution) to pay all or a portion of the Proceeds/Payment Portion (including the interest component, if applicable) or the Contingency Portion (including the interest component, if applicable) of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution). If any portion of the Proceeds/Payment Portion or the Contingency Portion is unpaid on the Contingency Interest Payment Date corresponding to this Note (if applicable and as more particularly described and defined in the Resolution) this Note shall become a Defaulted Contingency Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date applicable to the Proceeds/Payment Portion, is equal to the corresponding percentages of principal of and interest due with respect to the Proceeds/Payment Portion of the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a

first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution.*** The Contingency Portion of the Note shall be paid from moneys of the District lawfully available therefor after payment of the Proceeds/Payment Portion but only to the extent, and as set forth in, the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

*** If this Note is a Series of Additional Notes, the following shall be added: Such Pledge shall be [on a parity with/subordinate to] the [parity/senior] pledge of Pledged Revenues and other moneys of the District securing the previously issued Series of Senior Notes, to the extent, and as set forth in, the Resolution.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

DISTRICT/_____
BOARD OF EDUCATION

By_____
Title:

[(SEAL)]

Countersigned

By_____
Title:

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.

EXHIBIT C
FORM OF NOTE – ALTERNATE PROGRAM

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
 COUNTY OF _____, CALIFORNIA
 2006-2007 TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

PRINCIPAL AMOUNT: _____ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>				
____%		First	Second	Third	Fourth	Fifth
Repayment Month	Repayment Month	Repayment Month	Repayment Month	Repayment Month	Repayment Month	Repayment Month
____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	100% (Total of principal and interest due)

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____ 1, 2007 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District

** Number of Repayment Months and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.]**

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2006-2007 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2006-2007) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/ _____]
BOARD OF EDUCATION]**

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

* Applicable only if the Note is issued by the County.

** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Governing Board of the [Insert name of District] District/ [Insert name of County if District is an Office of Education] Board of Education, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the District/Board of Education duly and regularly held at the regular meeting place thereof on the __ day of _____, 2006, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at _____, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$_____.

Dated: _____, 2006

Secretary of the Governing Board
of the [Insert Name of District] District/ [Insert name of County if District is an Office of Education] Board of Education

MINUTES OF THE BOARD OF TRUSTEES
ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE
FEBRUARY 14, 2006

Ms. Slocum called the committee to order at 5:00 p.m.,
in Board Room AD122, in the O. W. Noble
Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Chairman (arrived at 5:03 p.m.)
Ms. Grace Slocum, Vice Chairperson
Mr. Mark Takano, Board President (arrived at 5:45 p.m.)
Dr. Linda Lacy, Vice Chancellor, Student Services/Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Daniel Castro, President, Riverside City College
Dr. Richard Tworek, Provost, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Dr. Dawn Lindsay, Dean of Instruction, Norco Campus
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)
Dr. Richard Mahon, Academic Senate Representative (Riverside)
Ms. Michelle Davila, CSEA Representative
Ms. Karin Skiba, CTA Representative
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Ms. Sylvia Thomas, Associate Vice Chancellor, Instruction
Ms. Sandy Baker, Dean/Director, Nursing Education
Dr. Ed Bush, Dean, Student Services, Norco Campus
Ms. Shelagh Camak, Dean, Workforce Preparation
Dr. William Vincent, Dean, Public Safety Education and Training
Mr. Richard Keeler, Director, Grants and Contract Services

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance

ACADEMIC AFFAIRS

Dr. Maghroori reviewed the curricular changes for
inclusion in the District's catalog and in the schedule of
class offerings that will be presented to the Board of
Trustees at the February 21st Board meeting. Discussion
followed.

Proposed Curricular Changes

NURSING

Dr. Maghroori reviewed agreements to provide clinical experience at various sites for nursing students that will be presented to the Board of Trustees on February 21, 2006 for approval. Discussion followed.

Affiliation Agreement with Mountain View Child Care Inc., dba Totally Kids® Specialty Healthcare; Agreements with Valley Health System, dba Moreno Valley Community Hospital, Hemet Valley Medical Center and Menifee Valley Medical Center; and Catholic Healthcare West

PERFORMANCE RIVERSIDE

Dr. Maghroori reviewed an agreement with Jim Book for lighting design services for the Performance Riverside production of Smokey Joe's Café, and an agreement with Skagit Valley College for the lease of theatrical furnishings and equipment for How to Succeed in Business Without Really Trying. Both agreements will be presented to the Board of Trustees on February 21, 2006 for approval. Discussion followed.

Agreements with Jim Book and with Skagit Valley College

MORENO VALLEY

Dr. Tworek reviewed a grant agreement to establish an Early College High School in collaboration with Nuvview Union School District that will be presented to the Board for approval at their meeting on February 21, 2006. Discussion followed.

Agreement with Foundation for California Community Colleges

PUBLIC SAFETY EDUCATION AND TRAINING

Dr. Maghroori and Dr. Vincent led a discussion regarding an agreement for a continuity officer for the Basic Peace Officers training program that will be presented to the Board on February 21st. Discussion followed.

Agreement with County of Riverside

NORCO CAMPUS

Dr. Lindsay reviewed an agreement to identify training needs in the Inland Empire for computer information systems, technical and soft skills. The agreement will be presented to the Board on the 21st of February for approval. Discussion followed.

Agreement with Reille Consulting Group, Inc.

INSTITUTIONAL EFFECTIVENESS

Ms. Kauffman presented an agreement that would provide student tracker services to monitor RCCD student attendance at other institutions of higher education throughout the nation, and an agreement with OmniPlatform Software Corporation for custom software development. Both agreements will be presented to the Board of Trustees for approval on the 21st. Discussion followed.

Agreements with the National Student Clearinghouse and with OmniPlatform Software Corporation

WORKFORCE PREPARATION

Ms. Camak led the discussion involving an agreement for services to provide workshops for the Foster and Kinship Youth Care Program that will be presented to the Board for approval on the 21st of February, and she provided information regarding additional funding to the Gateway to College Early College High School. Discussion followed.

Agreement with Deborah Patrice Brown and Agreements Concerning Gateway to College Early College High School

STUDENT SERVICES

Dr. Lacy reviewed the revisions to Policy and Regulations 6080 for Student Discipline and Due Process to reflect college administrators' roles and to ensure that District Board Policy is in compliance with Assembly Bill 1088 and California Education Code 67385.7. Discussion followed.

Revised Regulations for Student Discipline and Due Process – Policy and Regulations 6080 – Second Reading

GRANT AND CONTRACT SERVICES

Mr. Keeler, along with Dr. Bush, discussed an agreement for the development of Title V (Developing Hispanic-Serving Institutions) Cooperative Program proposals for the Norco and Moreno Valley Campuses that will be presented to the Board of Trustees for approval on February 21st. Discussion followed.

Agreement with Clarke and Associates

The committee adjourned the meeting at 6:03 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
FINANCE AND AUDIT COMMITTEE MEETING OF
FEBRUARY 14, 2006

Ms. Daley called the Finance and Audit Committee to order at 6:07 p.m., in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Ms. Kathleen Daley, Chairperson
Mr. Jose Medina, Board Member
Ms. Grace Slocum, Board Member
Mr. Mark Takano, Vice Chairperson
Dr. James Buysse, Vice Chancellor, Finance and Administration
Dr. Richard Tworek, Provost, Moreno Valley
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)
Ms. Tamara Caponetto, CSEA Representative
Ms. Michelle Davila, CSEA Representative
Dr. Richard Mahon, Academic Senate Representative (Riverside)
Ms. Karin Skiba, CTA Representative
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Ms. Melissa Kane, Internal Auditor

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Dr. Buysse led a discussion regarding an equipment and furnishings budget for the Quadrangle Modernization project and the use of Measure C funds for the project. Discussion followed.

PROPOSED BUDGET AND
MEASURE C ALLOCATION FOR
THE QUADRANGLE
MODERNIZATION PROJECT –
EQUIPMENT AND FURNISHINGS

Dr. Buysse reviewed agreements relative to facilities projects including the Shade Cover Project for the Lovekin Complex; Moreno Valley ECS Secondary Effects Project; Admissions Building Foyer Renovation Project; and the District Remodel and Alteration Project, Cosmetology Building Plumbing Upgrades. The agreements will be presented to the Board at the meeting on February 21st. Discussion followed.

Dr. Buysse led a discussion regarding the use of Measure C funds to cover additional costs to replace the Ceramics Building roof that will be presented to the Board of Trustees at the February 21, 2006 meeting. Discussion followed.

Dr. Buysse discussed a reciprocal lease and construction agreements for the Center for Primary Education project that will be hand-carried to the Board of Trustees at their meeting on the 21st. Discussion followed.

Mr. Parsons reviewed an agreement for the second phase of marketing and design services for the development of a new District website that will be presented to the Board on the 21st. Discussion followed.

Ms. Kane answered questions from the Committee pertaining to internal auditing and audit reports, and the procedure for following up on audit recommendations. Discussion followed.

The committee adjourned the meeting at 6:40 p.m.

FACILITY PROJECTS –
PROPOSED AGREEMENTS:
LOVEKIN COMPLEX SHADE
COVER PROJECT (HIGGINSON +
CARTOZIAN ARCHITECTS, INC.);
ADMISSIONS BUILDING FOYER
RENOVATION PROJECT
(HIGGINSON + CARTOZIAN
ARCHITECTS, INC.); AND
DISTRICT REMODEL AND
ALTERATION PROJECT,
COSMETOLOGY BUILDING
PLUMBING UPGRADES (TMAD,
TAYLOR & GAINES)

PROPOSED BUDGET AUG-
MENTATION – CERAMICS
BUILDING ROOF REPLACEMENT
(SCHEDULED MAINTENANCE
PROJECT)

CENTER FOR PRIMARY
EDUCATION: PROPOSED LEASE
AND CONSTRUCTION AGREE-
MENTS WITH THE ALVORD
UNIFIED SCHOOL DISTRICT

AGREEMENT WITH GEO-
GRAPHICS FOR SECOND PHASE
OF DISTRICT WEBSITE DESIGN

PRESENTATION ON INTERNAL
AUDITS

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
PLANNING AND DEVELOPMENT COMMITTEE MEETING OF
FEBRUARY 14, 2006

Vice Chairperson Slocum called the committee to order at 7:00 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Board Member
Ms. Grace Slocum, Chairperson
Mr. Mark Takano, Board President
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Richard Tworek, Provost, Moreno Valley Campus
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley)
Ms. Ginny Haguewood, CSEA Representative
Dr. Richard Mahon, Academic Senate Representative (Riverside)
Ms. Karin Skiba, CTA Representative
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Mr. Aan Tan, Associate Vice Chancellor, Facilities
Ms. Sandy Baker, Dean/Director, Nursing Education
Ms. Marie Colucci, Associate Professor, Nursing

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Mr. Edmund Einy, GKK Works
Mr. Kris Kay, GKK Works
Dr. Michael Webster, Consultant

PLANNING AND DEVELOPMENT

Dr. Buysse and Dr. Webster provided a review and recommendations regarding a report on the District's facility planning and construction management processes. Discussion followed.

A Review of Facilities Planning
and Construction Management

Dr. Buysse, and Mr. Tan, provided information regarding the nursing/science building. Mr. Kay and Mr. Einy from GKK Works answered questions and reviewed plans for the building. Discussion followed.

Nursing/Science Building,
Riverside City College

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

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

Report No.: VIII-A

DATE: March 21, 2006

Subject: CCCT Board of Directors Election – 2006

Background: The election of members of the CCCT Board of Directors takes place between March 10-April 25, 2006. There are ten two-year vacancies on the board. Those nominated for election to the board are listed on the attached for your consideration.

Recommended Action: It is recommended that the Board of Trustees vote to fill the ten vacancies on the CCCT Board from the list provided of the 22 trustees who have been nominated for election on the board.

Salvatore G. Rotella
President

Prepared by: Heidi Wills
Administrative Assistant
Board of Trustees

2006 CCCT ELECTION
CANDIDATES IN RANDOM DRAWING ORDER

1. *Anita Grier, San Francisco CCD
2. *Rebecca J. Garcia, Cabrillo CCD
3. Marcia Zableckis, Barstow CCD
4. Brian Conley, Rancho Santiago CCD
5. Janet Chaniot, Mendocino-Lake CCD
6. Nancy C. Chadwick, Palomar CCD
7. Bill McMillin, Ohlone CCD
8. *Charles Meng, Napa Valley CCD
9. Mary Anne Rooney, Ventura County CCD
10. Donald Nelson, Victor Valley CCD
11. *Edward C. Ortell, Citrus CCD
12. Bernard E. Jones, Allan Hancock Joint CCD
13. *Kay Albiani, Los Rios CCD
14. *Paul Fong, Foothill-DeAnza CCD
15. *Carolyn Batiste, MiraCosta CCD
16. Isabel Barreras, State Center CCD
17. Rosanne Bader, Mt. San Antonio CCD
18. Jim Buchan, Yuba CCD
19. *Judi D. Beck, Shasta-Tehama-Trinity Joint CCD
20. Ted Edmiston, Cerritos CCD
21. Eva Kinsman, Copper Mountain CCD
22. *Marie Kiersch, San Luis Obispo County CCD

*incumbent

Based on Secretary of State's
Random Draw 2/21/06

