

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting – April 18, 2006 - 6:00 p.m.  
– Student Services Lobby, Norco Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

- I. Approval of Minutes - Regular and planning meeting of March 21, 2006  
Adjourned planning meeting of March 22, 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**

1. “RCC’s Dance Team and the American College Dance Festival” – Dr. Daniel Castro, President, Riverside City College
2. Trustee Request for Information:
  - Article on New Visions Study – Ms. Shelagh Camak, Dean, Workforce Preparation
  - Article on Partnership between Riverside Community Hospital and Cal State San Bernardino – Ms. Sandy Baker, Dean/Director, Nursing Education
  - College Involvement in the Harada House – Salvatore G. Rotella

B. Proposed Joint Use Public Safety Instructional Facility

- Recommend approving the Memorandum of Intention to construct and operate a public safety training facility on the grounds of the Ben Clark Public Safety Training Facility.

**Recommended Action: Request for Approval**

- C. Proposed Hospitality and Culinary Institute
  - Information report regarding the proposed establishment of a comprehensive Hospitality Education Center.

**Information Only**

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 (None)
    - (c) Long-Term, Temporary Faculty (None)
    - (d) Special Assignments
    - (e) Overload Assignments
    - (f) Part-Time Faculty, Hourly Assignments
    - (g) Child Development Center Hourly Employees
    - (h) Atypical Teaching Assignments, Spring Semester 2006

- 2. Request for Tenure

- 3. Requests for Sabbatical Leaves

- 4. Academic Rank – Spring Semester 2006

5. Salary Reclassification
  6. Academic Rank – 2006-07
  7. Request for Federal Family and Medical Leave
  8. Request for Participation in Reduced Employment Program
  9. Title Changes
- b. Classified Personnel
1. Appointments
    - (a) Management/Supervisory (None)
    - (b) Management – Categorically Funded
    - (c) Classified/Confidential
    - (d) Classified/Confidential – Categorically Funded
    - (e) Professional Experts (None)
    - (f) Short Term
    - (g) Temporary as Needed Student Workers
    - (h) Community Education Program – 2006 Spring Semester
    - (i) Special Assignments
  2. Professional Growth Achievement Step
  3. Reclassification of Classified Bargaining Unit Positions
  4. Request for Leave Without Pay
  5. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
  6. 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. 26-05/06 - 2005-2006 Student Financial Assistance Administration (SFAA)
        - Recommend adopting a resolution to add income and expenditures to the adopted budget.
      2. Resolution to Amend Budget – Resolution No. 27-05/06 – 2005-2006 Middle College High School Program
        - Recommend adopting a resolution to add income and expenditures to the adopted budget.
      3. Resolution to Amend Budget – Resolution No. 28-05/06 Associate Degree Registered Nursing Programs – Capacity Building for Program Expansion
        - Recommend adopting a resolution to add revenue and contingency to the adopted budget.
      4. Resolution to Amend Budget – Resolution No. 29-05/06 Associate Degree Registered Nursing Programs – Capacity Building Renovation for Program Expansion
        - Recommend adopting a resolution to add revenue and contingency to the adopted budget.
      5. Resolution to Amend Budget – Resolution No. 30-05/06 2005-2006 CalWorks/TANF Program
        - Recommend adopting a resolution to add revenue and contingency to the adopted budget.
      6. Resolution to Amend Budget – Resolution No. 31-05/06 2005-2006 Child Development Training Consortium Program

- Recommend adopting a resolution to add revenue and contingency to the adopted budget.

7. Resolution to Amend Budget – Resolution No. 32-05/06 2005-2006 Procurement Technical Assistance Center

- Recommend adopting a resolution to add revenue and contingency to the adopted budget.

8. Resolution to Amend Budget – Resolution No. 33-05/06 2005-2006 Matriculation Program

- Recommend adopting a resolution to add revenue and contingency to the adopted budget.

9. Resolution to Amend Budget – Resolution No. 34-05/06 2005-2006 Disabled Student Programs and Services

- Recommend adopting a resolution to add revenue and contingency to the adopted budget.

10. Resolution to Amend Budget – Resolution No. 35-05/06 2005-2006 Child Care Parent Fee Revenue

- 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 (None)

6. Donations (None)

7. Out-of-State Travel

- Recommend approving out-of-state travel requests.

8. Grants, Contracts and Agreements

a. Agreement with Higher Education Evaluation and Research Group

- Recommend approving the agreement to facilitate a one-day workshop for the student learning outcomes for RCC administrators and faculty.

b. Agreement with Sarah Stevenson

- Recommend approving the agreement for research services for RSA related to arts assessment and student learning outcomes.

- c. Agreement with Dan Blessinger  
- Recommend approving the agreement for consulting services for recording studio equipment for RSA.
- d. Agreements with Tams-Witmark Music Library, Inc.  
- Recommend approving the agreements for royalties and rental materials for the Performance Riverside productions of The Will Rogers Follies, You're a Good Man Charlie Brown (Revised), and Man of La Mancha.
- e. Agreement with MTI-Music Theatre International  
- Recommend approving the agreement for royalties and rental materials for the Performance Riverside production of Damn Yankees.
- f. Agreement with Tams-Witmark Music Library, Inc.  
- Recommend approving the agreement for royalties and rental materials for the Performance Riverside production of Dreamgirls.
- g. Agreement with Orange County Performing Arts Center  
- Recommend approving the agreement for performance and services for the Performance Riverside production of Letters to Harriet Tubman.
- h. Agreement with The Laguna Playhouse  
- Recommend approving the agreement for performance, set, props, and costumes for the Performance Riverside production of Charlotte's Web.
- i. Agreement with California Theatre Center  
- Recommend approving the agreement for production services for the Performance Riverside production of The Elves and the Shoemaker.
- j. Agreement with OnStage Musicals, Richard Stover  
- Recommend approving the agreement for services and performances for the Performance Riverside productions of Home for the Holidays and Torch Songs and Jazz.
- k. Agreement with Jean Yves Tessier  
- Recommend approving agreement for the lighting design services for the Performance Riverside production of Evita.
- l. Agreement with Emily Miller

- Recommend approving the agreement for stage manager services for the Performance Riverside production of Evita.
- m. Agreement with First Baptist Church
  - Recommend approval of the agreement with First Baptist Church to rent space at their facility for Community Education classes.
- n. Agreement with Elsevier – Health Education Systems Inc.
  - Recommend approving the agreement to provide consulting services for a faculty development workshop on critical thinking and test item writing.
- o. Agreement with Jeff Tower
  - Recommend approving the agreement with Jeff Tower to provide services as the guest artist for the Tribute to Ellington Honor Band Concert.
- p. Agreement with Bart Samolis
  - Recommend approving the agreement with Bart Samolis to provide a Masterclass for the RCC MIDI Workstation.
- q. Agreements for the RCC Jazz Festival
  - Recommend approving the agreements to provide services as the guest adjudicators, guest artists and offer Masterclasses for the RCC Jazz Festival.
- r. Agreement with D.B. Mix, Inc.
  - Recommend approving the agreement to provide services as recording engineer for the RCC Vocal Jazz Ensemble.
- s. Agreement with Dan Crain
  - Recommend approving the agreement for facilitator to conduct workshops for the Foster Youth Emancipation Program.
- t. Agreement with Pattie Pate and Associates
  - Recommend approving the agreement to provide services for proposal development related to a Smaller Learning Communities Program.
- u. Agreement with FirstCom Music
  - Recommend approving the agreement for the license rights to use music for all broadcasts, productions and presentations by the Instructional Media Center.
- v. Sublease Agreement with Orange County Business Council

- Recommend approving the sublease agreement for the TriTech Small Business Development Center.

9. Other Items

a. Surplus Property

- Recommend declaring listed property as surplus, finding the property does not exceed \$5,000.00, and authorize the property be consigned to be sold on behalf of the District.

**Recommended Action: Request for Approval**

B. Information

1. Monthly Financial Report

- Informational report relative to financial activity for the period from July 1, 2005 through February 28, 2006.

**Information Only**

V. Board Committee Reports

A. Academic Affairs and Student Services

1. Proposed Curricular Changes

- Recommend approving the curricular changes for inclusion in the District's catalog and in the schedule of classes.

2. Agreement with Vantage Technology Consulting Group

- Recommend approving the agreement to provide technology consulting services for the Quad Remodel Project.

**Recommended Action: Request for Approval**

3. Revised Regulations for Use of Facilities – Policy and Regulations 8005 – First Reading

- Recommend accepting for first reading the revised regulations to update the use of District Facilities.

**Recommended Action: Accept for First Reading**

4. Student Equity Implementation Team

- Presentation regarding the District's Student Equity Implementation Team activities.

5. International Students and Programs Update

- Presentation regarding the activities of the International Students and Programs.



6. Title V District Grants Presentation
  - Presentation regarding updates on the current progress of the grants.

**Information Only**

B. Planning and Development

1. School for Performing and Media Arts – Agreement for Professional Services for Architectural Services for the Revision of the Final Project Proposal (FPP)
  - Recommend approving an agreement for architectural services for the revision of the Final Project Proposal for the School for Performing Media Arts.
2. Agreement to Hire Higginson + Cartozian Architects, Inc. and Project Budget for the Renovation of the District Office at Park Atlanta
  - Recommend approving an agreement to provide design services and a project for interior renovations of the District Office at Park Atlanta.

**Recommended Action: Request for Approval**

C. Personnel and Labor Relations

1. Resolution No. 24-05/06 – Resolution to Recognize Classified School Employee Week
  - Recommend approving Resolution No. 24-05/06 for designation of May 22-26, 2006 as Classified School Employee Week.
2. Memorandum of Understanding – Modification of Classified School Employees Association Contract (CSEA) - Salaries
  - Recommend approving the Memorandum of Understanding with Classified School Employees Association (CSEA), Chapter #535, modifying Section H, Article XIV and deleting Section L, Article XIV of the 2005-2008 contract.
3. Memorandum of Understanding – Modification of CSEA Contract – Updated List of Additional Exempt Classified Employees, Exhibit I
  - Recommend approving the Memorandum of Understanding with Classified School Employees Association (CSEA), Chapter #535, Exhibit I, the updated List of Additional Exempt Classified Employees.

4. Memorandum of Understanding (MOU) – Modification of Classified School Employees Association (CSEA) Contract – Winter Recess Days
  - Recommend approving the Memorandum of Understanding with Classified School Employees Association (CSEA), Chapter #535, that stipulates the dates of the winter recess for 2005 and 2006.

**Recommended Action: Request for Approval**

D. Finance and Audit

1. Center for Primary Education – Agreement Regarding Joint Contract Administration
  - Recommend approving a four-party agreement establishing joint management of the Early Childhood Learning Center construction project.
2. Proposed Agreement to Hire KCT Consultants, Inc.
  - Recommend approving an agreement to provide an environmental impact report for the Nursing/Sciences Building Project as required by Housing and Urban Development (HUD).
3. Proposed Agreement: ProWest Constructors – Construction Management for the Center for Primary Education Project
  - Recommend approving an agreement to provide interim services to oversee the beginning stages of construction for the Center for Primary Education Project.
4. Amendment of Agreement – KCT Consultants, Inc.
  - Recommend approving an amendment to an agreement for California Environmental Quality Act (CEQA) documentation services for the School for Performing and Media Arts Project.
5. Amendment to Agreement with KCT Consultants, Inc. – Parking Structure Project
  - Recommend approving an amendment to an existing agreement relative to the Parking Structure Project.

**Recommended Action: Request for Approval**

E. Legislative (None)

- F. Board of Trustees Committee Meeting Minutes
  - Recommend receipt of Board committee minutes from the March 14, 2006 Academic Affairs and Student Services, Planning and Development, and Finance and Audit 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. Interview Chancellor Search Firms
    - Academic Search Consultation Service, The Turner Group (Ms. Elaine Turner), and Korn/Ferry International (Ms. Sharon Tanabe) will present their firms for consideration by the Board of Trustees to assist in the recruitment of the Chancellor of the Riverside Community College District.

**Recommended Action: To be Determined**
  - B. Resolution Recognizing the 10<sup>th</sup> Anniversary of the Friends of RCC Forensics
    - Resolution No. 36-05/06
    - Recommend adopting the resolution congratulating the Friends of RCC Forensics on the organizations 10<sup>th</sup> year anniversary.

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

**Recommended Action: To be Determined**
  
- XI. Comments from the Public

XII. Adjournment

MINUTES OF THE REGULAR AND PLANNING BOARD OF TRUSTEES  
MEETINGS OF MARCH 21, 2006

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

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley (arrived at 6:50 p.m.)  
Ms. Mary Figueroa  
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. Daniel Castro, President, Riverside City College  
Dr. Brenda Davis, Provost, Norco Campus  
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor  
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  
Dr. Lisa Conyers, Dean, Instruction, Moreno Valley  
Dr. Dawn Lindsay, Dean, Instruction, Norco  
Ms. Virginia McKee-Leone, Dean, Instruction, Riverside  
Dr. Susan Mills, Associate Professor, Mathematics  
Ms. Sheryl Tschetter, Communications Department Chair/Assistant  
Professor, English  
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

Ms. Andrea Cohen Gehring, AIA, Design Principal,  
Widom Wein Cohen O'Leary Terasawa Architects  
Ms. Pam Tuschner, AIA, Principal-in-Charge,  
Widom Wein Cohen O'Leary Terasawa Architects  
Mr. Dennis Tanida, AIA, Principal Project Manager,  
Widom Wein Cohen O'Leary Terasawa Architects

Dr. Davis led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 6:17 p.m., pursuant to Education Code Section 72122, to consider a student appeal of administrative decision.

CLOSED SESSION

The Board reconvened to open session at 6:30 p.m., announcing that the Board reconfirms the findings of counsel.

RECONVENED TO OPEN SESSION

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the regular meeting of February 21, 2006, and the special meeting of March 9, 2006, correcting the attendance to reflect Ms. Figueroa's presence and Ms. Slocum's absence. Motion carried. (4 ayes, 1 absent [Daley])

MINUTES OF THE REGULAR MEETING OF FEBRUARY 21, 2006 AND THE SPECIAL MEETING OF MARCH 9, 2006

Ms. Slocum, seconded by Ms. Figueroa, moved 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. Motion carried. (4 ayes, 1 absent [Daley])

CHANCELLOR'S REPORTS

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

Mr. Tran, student trustee, reported on recent and planned ASRCC activities. Ms. Slocum asked Mr. Tran to report back to the Board next month on the student's investigation into a District class cancellation policy.

STUDENT REPORT

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

CONSENT ITEMS

Action

Approve the listed amended academic and classified appointments, and assignment and salary adjustments; (Appendix No. 52)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,292,327.54, and District Warrant Claims totaling \$4,355,141.47; (Appendix No. 53)

Purchase Order and Warrant Report – All District Funds

Approve amendment to employment contracts and terminations as listed; (Appendix No. 54)

Annuities

Approve the budget transfers as presented; (Appendix No. 55)

Budget Adjustments

Approve adding the revenue and expenditures of \$210,000.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

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

Approve adding the revenue and expenditures of \$15,000.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

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

Approve adding the revenue and contingency of \$9,035,971.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

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

Approve the contingency budget transfers, by a two-thirds vote of the members, as presented; (Appendix No. 56)

Contingency Budget Adjustments

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;

Award of Bid-HOAP II Robot

Award the bid for the District Paving Projects to Wheeler Paving, in the amount of \$159,469.00, and authorize the Vice Chancellor, Administration and Finance, to

Award of Bid – Paving Projects

sign the agreement;

Grant out-of-state travel as listed; (Appendix No. 57)

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)

Accept the Softball Electronic Scoreboard Project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works), and authorize the Board President to sign the notice.

Motion carried. (5 ayes)]

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignations of Ms. Diane Doyle, Producer/Artistic Director, effective February 21, 2006, for personal reasons, Ms. Rebecca Eklund, Student Financial Services Analyst, effective September 30, 2006, for retirement, Ms. Deana Hardwick, Student Services Technician, effective March 3, 2006, for career advancement, Ms. Vicki Shaffer, Student Financial Services Support Specialist, effective March 24, 2006, for personal reasons, and Mr. Richard Storti, District Controller, effective March 24, 2006, for personal reasons.

The Board received an informational summary of financial activity from July 1, 2005 through January 31, 2006.

Out-of-State Travel

Surplus Property

Notice of Completion –  
Softball Electronic  
Scoreboard Project

Information

Separations

Monthly Financial Report

## BOARD COMMITTEE REPORTS

Academic Affairs and Student  
Services



Academic Affairs

Mr. Medina, seconded by Ms. Slocum, moved 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 contract term sheet, for November 1, 2005 through October 31, 2006, and authorize the Vice Chancellor, Administration and Finance, to sign both agreements. Motion carried. (5 ayes)

Agreements with Council of Community Clinics Service Corporation and Unilab

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the revised Regulations 6080. Motion carried. (5 ayes)

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

Economic Development

Mr. Medina, seconded by Ms. Slocum, moved 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. Motion carried. (5 ayes)

Agreement with Raytheon

Mr. Medina, seconded by Ms. Slocum, moved 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. Motion carried. (5 ayes)

Agreement with Sierracin/Sylmar Corporation

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

Agreement with Goodrich Aerostructures

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the agreement, from January 3-June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with The  
Timberland Co.

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees ratify the subcontract, from January 1-December 31, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the subcontract. Motion carried. (5 ayes)

Subcontract with California  
State University Fullerton  
Auxiliary Services  
Corporation

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

Nursing

Approve these renewal agreements, beginning August 11-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;

Affiliation Agreement  
Renewals

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 this education agreement;

First Amendment to the  
Educational Agreement with  
UHS Corona Inc.

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;

Affiliation Agreement  
Renewal with Loma Linda  
University Medical Center

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.

Affiliation Agreement  
Renewal with Community  
Hospital of San Bernardino

Motion carried. (5 ayes)

School of Education

Mr. Medina, seconded by Ms. Figueroa, moved 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. Motion carried. (5 ayes)

Agreement with Riverside County Community Health Agency

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

Performing Arts

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;

Agreement with Samuel French, Inc.

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.

Agreements for Summer Conservatory Production of "Grease"

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved 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. Motion carried. (5 ayes)

Agreement with Kyle Bruich

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees ratify the agreements, for March 8-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. Motion carried. (5 ayes)

Agreements for the Vocal Jazz Festival

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from March 22, 2006 through

Agreement with DEG Music Products, Inc.

December 31, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

#### Moreno Valley Campus

Mr. Medina, seconded by Ms. Figueroa, moved 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. Motion carried. (5 ayes)

Affiliation Agreement with  
D. V. Urgent Care

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

#### International Education

Approve the agreements, for June 19-July 3, 2006 and for July 23-August 7, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements with  
Adventureland Safari LLC

Approve the agreement, from September 7-November 29, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with the Centers  
for Academic Programs  
Abroad Inc.

Motion carried. (5 ayes)

#### Workforce Preparation

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the facility use agreement, for April 5, 2005, 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. Motion carried. (5 ayes)

Agreement with Riverside  
City and County Public  
Library

## Planning and Development

Ms. Slocum, moved by Mr. Medina, moved that the Board of Trustees approve the agreement 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. Motion carried. (5 ayes)

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

## Finance and Audit

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve entering into an agreement with Total Compensation Systems, Inc., for an amount not to exceed \$6,800.00, 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. Motion carried. (5 ayes)

Actuarial Services for Post-Employment Benefits

Ms. Daley, seconded by Ms. Figueroa, moved 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. Motion carried. (5 ayes)

2006-2007 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 19-05/06

The Board received for information the minutes from the February 14, 2006 Academic Affairs and Student Services Committee, Finance and Audit Committee,

Board of Trustees  
Committee Meeting Minutes

and Planning and Development 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 the Riverside City College Academic Senate.

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

## ACADEMIC SENATE REPORTS

## BUSINESS FROM BOARD MEMBERS

Ms. Slocum, seconded by Ms. Figueroa, moved that the Board of Trustees vote to fill the ten vacancies on the CCCT Board by casting nine votes for the incumbents: Dr. Anita Grier, Ms. Rebecca Garcia, Mr. Charles Meng, Dr. Edward Ortell, Ms. Kay Albiani, Mr. Paul Fong, Ms. Carolyn Batiste, Ms. Judi Beck, and Ms. Marie Kiersch, and the 10<sup>th</sup> vote being cast for Ms. Eva Kinsman. Motion carried. (5 ayes)

CCCT Board Of Directors  
Election - 2006

Ms. Figueroa requested that a resolution recognizing Forensics' 10 year anniversary be prepared for the next Board meeting.

The Board recessed at 7:47 p.m., and reconvened at 8:00 p.m.

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

## RECESSED/RECONVENED

## REVIEW OF AGENDA AND EXPECTED OUTCOMES ACCREDITATION UPDATE

Ms. Kauffman led the review of the District's accreditation web site, demonstrating to the Board how the site will be utilized for accreditation and other future District requirements. Discussion followed.

Accreditation Web Site and  
Resources

Dr. Conyers reviewed the process, timeline and participation for the Moreno Valley Campus; Ms. Tschetter followed for the Norco Campus, and Dr.

Review Process, Timeline  
and Participation – Moreno  
Valley, Norco, and

Mills for the Riverside Campus. Discussion followed.

Riverside

Ms. Kauffman explained that it is recommended that the District maintain the current Mission Statement adopted by the Board of Trustees on June 13, 1994.

Review/Discuss Campus Mission Statements – District, Moreno Valley, Norco and Riverside

Dr. Conyers reviewed the Moreno Valley Campus Mission Statement that was adopted by the Moreno Valley Strategic Planning Committee on March 10, 2006. Ms. Slocum recommended a few revisions to be brought back to their campus committee. Discussion followed.

Dr. Lindsay reviewed the Norco Campus Mission Statement that was adopted by the Norco Campus Strategic Planning Committee on March 16, 2006. Discussion followed.

Ms. McKee-Leone led the review of the Riverside City College Mission Statement, adopted by the Riverside Strategic Planning Committee on March 16, 2006. Discussion followed.

Ms. Jan Schall, faculty member, made a suggestion for a revision to the Riverside Community College District Mission Statement.

COMMENT FROM THE PUBLIC

The Board adjourned to closed session at 9:08 p.m., pursuant to Government Code Section 54957, to consider public employee performance evaluation for the position of Chancellor of Riverside Community College District.

CLOSED SESSION

The Board reconvened the meeting at 10:45 p.m. and adjourned the meeting to Wednesday, March 22, 2006, at 6:00 p.m., in Board Room AD122, Riverside City Campus, announcing no action taken.

RECONVENE/ADJOURNMENT

MINUTES FOR ADJOURNED BOARD OF TRUSTEES  
PLANNING MEETING OF MARCH 22, 2006

President Takano called the adjourned planning meeting of the Board of Trustees to order at 6:20 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Ms. Kathleen Daley

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. Daniel Castro, President, Riverside City College  
Dr. Brenda Davis, President, Norco Campus  
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the President  
Dr. Lisa Conyers, Dean, Instruction, Moreno Valley  
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

Guest(s) Present

Dr. Jack Lipton, Attorney, Burke, Williams & Sorensen, LLP

Board President Takano announced that the District has purchased the property at the corner of University and Market for \$4.18 million, \$90,000.00 to be held in escrow for potential relocation expenses. This represents a major step forward in the establishment of the School for the Arts.

REPORT OF PROPERTY  
ACQUISITION

Dr. Rotella and Dr. Buysse led the discussion on reconsidering the structure of Board Committees and the format and content of Board agendas for greater efficiency and more effective governance.

GOVERNANCE IN A THREE-  
COLLEGE DISTRICT

Dr. Buysse explained that the District has departed from its previous Vice-Presidential structure, moving toward a more streamlined central administration. Three committees are being recommended: Educational Affairs, reviewing those matters related

Board Committees



to the Academic Affairs and Student Services areas; the HFC Committee would be concerned with Human Resources, Fiscal Affairs and Capital Spending, including Information Technology; and a Committee on Governance, addressing governance issues, role and mission, strategic planning policy matters and legislation. The established general composition of the Board committees would remain the same, as prescribed in Board Regulation 1011. The committee agendas would generally be limited to substantive matters that further the goals of shared governance, with the Chancellor, in consultation with the Committee Chair, developing the agenda and determining which items merit Committee consideration as well as the amount of time to be devoted to each item.

Dr. Buysse explained that the proposed reorganization of the Board agenda will focus on what agenda structure and content will best fit the governance needs of the Board for a three-college district. Staff is proposing revamping the meeting agendas, with the Board delegating Board authority to the Chancellor or designee for expenditures/contract(s), contract change orders, bid awards, grant approval/etc., under a specified dollar amount, as well as specified human resources and certain academic affairs actions, either by a Board resolution or amendment of Board policy. Dr. Buysse reviewed items that probably should *not* be delegated: such as expenditures of money, approval of contracts, grants, or budget adjustments in excess of the specified dollar amount for delegation, the hiring of administrative and supervisory employees, creation of new employment positions, faculty tenure decisions, new programs, employee discipline, student suspension or expulsion, approval to initiate, defend, or settle litigation, etc. Discussion followed.

Agendas/Consent and  
Action Items

The Board adjourned the meeting at 8:20 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORT

Report No.: II-B

Date: April 18, 2006

Subject: Proposed Joint Use Public Safety Instructional Facility

Background: The Riverside Community College District proposes to construct and operate a public safety training facility on the grounds of the Ben Clark Public Safety Training Facility, which is owned and operated by the County of Riverside. This memorandum would outline the purpose of the facility, the proposed physical configuration and scope of operations, as well as proposed funding sources, in order to confirm the legal and fiscal viability of the proposed facility.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Intention with the understanding that proposed funding sources and lease agreements will come back to the Board of Trustees for approval.

Salvatore G. Rotella  
President

Prepared by: Dr. Bill Vincent  
Dean, Public Safety Education and Training  
Ben Clark Training Center

MEMORANDUM OF INTENTION  
FOR PROPOSED JOINT USE  
PUBLIC SAFETY INSTRUCTIONAL FACILITY

TO: Salvatore G. Rotella, Chancellor, Riverside Community College District

FROM: David T. Bristow, Reid & Hellyer, APC

SUBJECT: Proposed Riverside Community College District Public Safety Facility at the Ben Clark Public Safety Training Facility

Proposal: The Riverside Community College District (“District”) proposes to construct and operate a public safety training facility (“Facility”) on the grounds of the Ben Clark Public Safety Training Facility, which is owned and operated by the County of Riverside. This memorandum would outline the purpose of the facility, the proposed physical configuration and scope of operations, as well as proposed funding sources, in order to confirm the legal and fiscal viability of the proposed facility.

Background: In March, 2004, the voters in the District approved a ballot measure entitled “Riverside Community College Improvement Measure,” referred to as “Measure C,” to improve the facilities of the District by authorizing the issuance of \$350 million in bonds. These funds are to be used, *inter alia*, to expand public safety, police, firefighting, paramedics and healthcare training facilities.

The District has determined that a facility at Riverside County’s Ben Clark Regional Training Center (“Ben Clark”) would be the most efficient method of using Measure C funds to deliver public safety educational services, due to the existing public safety training facilities at Ben Clark and the need to expand and modernize the public safety facilities and curriculum. Ben Clark is owned and operated by Riverside County, and houses training facilities for the Riverside County Sheriff’s Department, the Riverside County Fire Department, and the California Highway Patrol.

The Facility: The District proposes to use Measure C funds to construct and maintain the Facility at Ben Clark. The County is unwilling to convey ownership of the real property required for the Facility to the District, but is willing to enter into a 55-year ground lease with the District, with rent of one dollar per year, for the land required for the Facility. The Facility would have two primary components: A classroom component, situated on a 20-acre campus (“Campus”), and a simulation tower (“Tower”) for fire and law enforcement simulation training, which would be located apart from the campus.

The Campus would be constructed in two phases: The first phase would utilize relocatable buildings in order to meet the existing needs for classroom and administrative space of the District at the Facility. The second phase would involve the design and construction of a three-story permanent structure for use as a public safety training center, including space for classrooms, laboratories, a library and administrative space.

The Tower would be built away from the Campus on a site suitable for public safety simulation, and would be sited after consultation with both law enforcement and fire officials in order to optimize its utility. The Tower would be designed and constructed by the District in order to provide fire and law enforcement personnel with a simulated multi-story building for training purposes, including simulated fire control and simulated law enforcement exercises.

**The Lease:** The Campus and the Tower would both be owned and operated by the District pursuant to the written long-term lease with Riverside County. The facility would include adequate space for parking and growth to meet future needs. The District would control the use of the Facility (both the Campus and the Tower), and would be responsible for all of the associated costs. Riverside County would provide all of the necessary access over its property at Ben Clark, including recorded easements, to the Campus and the Tower. There would be an option to renew. Eventually, the Campus and the Tower would revert to County ownership.

**Conclusion:** The District desires to implement the Facility at Ben Clark, commencing with the execution of a long-term ground lease with Riverside County for purposes of designing, constructing and operating the Facility. Prior to such, however, the District desires to confirm that the Facility, as proposed, complies with any and all legal requirements regarding both the expenditure of Measure C funds and the configuration of the Facility at Ben Clark.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORT

Report No.: II-C

Date: April 18, 2006

Subject: Proposed Hospitality and Culinary Institute

Background: In California, the hospitality industry is growing at a sustained rate of 5% each year. In the next decade, industry demand for hospitality managers will nearly double, and general hospitality and culinary service jobs in Riverside County will increase by nearly 55,000 by 2008.

One of the pressing industry needs is for programs that prepare first line staff with necessary skills and work ethic required to be promoted within an organization, offer specialized training for skilled positions, equip supervisors and managers with both industry-required knowledge and cost-management skills, and develop responsive training for emerging job specialties.

While most segments of the hospitality industry provide on-the-job training for first line positions (bellman, front desk clerk, wait staff, dishwashers, housekeepers, etc.) a continuing need exists for customer service training for these positions, and for basic and advanced education and training for skilled personnel such as chefs (executive, pastry, prep), front desk and reservation managers, travel and event coordinators/planners, food and beverage managers, catering professionals, hotel operations directors, and sales and marketing directors. In addition to industry-specific skills and awareness of or certification in such areas as OSHA requirements, ServSafe, blood borne pathogens, I.M.P.A.C.T., and L.E.A.D., these professionals require skills in quality customer service, labor laws and compliance, budget administration, personnel management, workplace documentation, communication, and critical thinking.

Another critical need in the hospitality industry is for education and training programs that respond quickly to the changing dynamics of the industry—whether it is in the transformation occurring in the travel industry away from the travel agent-client model or the growing demand in the new field of convention services.

Recommended Action: RCCD has had preliminary discussions with Developer Ali Sahabi to incorporate a hospitality and culinary institute as part of the Dos Lagos development in Corona. The establishment of a comprehensive Hospitality Education Center would provide an array of programs in hotel/convention center management, culinary arts and operations, and travel/tourism. This initiative will be based on best practices and standards – from both industry and established culinary schools nationwide – to prepare students and workers with basic and mid-level skills.

The Center would also prepare students to continue their education through articulation agreements with institutions such as Cal Poly Pomona, where workers could complete higher degrees applicable to their advancement in the hospitality industry.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORT

Report No.: II-C

Date: April 18, 2006

Subject: Proposed Hospitality and Culinary Institute (Continued)

Facilities, equipment, and operation funding for the initiative will be dependent upon projected public resources available to the District, private and government grants, and corporate sponsorships and partnerships.

This is being brought to the Board of Trustees for information only as planning and discussions have just started.

Salvatore G. Rotella  
President

Prepared by: Virginia MacDonald  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: April 18, 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  
(none)
- c. Long-Term, Temporary Faculty  
(none)
- 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>
David Avalos	Culinary Arts
Sandra Baker	Nursing
Robert Baradaran	Culinary Arts
Catherine Brotherton	CIS
Ellen Brown	Guidance
Michael Carrillo	Guidance
Deborah DiThomas	Guidance
Jacquelyn Dobson	Early Childhood Studies
Andres Elizalde	English
Martin Gilligan	Culinary Arts
Heather Gonzalez	English
Jimmie Hill	Counseling

Subject: Academic Personnel

1. Appointments – cont.

f. Part-Time Faculty, Hourly Assignments

Fall Semester 2005

<u>Name</u>	<u>Subject</u>
Barbara Quinn	Guidance

Winter Intersession 2006

The individuals specified on the attached list.

Spring Semester 2006

The individuals specified on the attached list.

g. Child Development Center Hourly Employees

Winter Intersession 2006

The individuals specified on the attached list.

h. Atypical Teaching Assignments, Spring Semester 2006

<u>Name</u>	<u>Credential</u>	<u>Subject</u>
Willa Ashe	Standard Secondary	Mathematics
Dwight Lomayesva	CC Instructor	Physical Education
Terrance O'Neill	CC Instructor	Mathematics
Ward Schinke	CC Instructor	Economics
Pamela Smyth	Standard Secondary	English

2. Request for Tenure

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

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



Subject: Academic Personnel

3. Requests for Sabbatical Leaves

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for faculty sabbatical leaves. The Professional Growth and Sabbatical Leave Committee has reviewed the following requests;

It is recommended the Board of Trustees grant the following sabbatical leave requests:

- A. David Baker, Associate Professor of Sociology, requests a sabbatical leave for the 2006-2007 academic year at 70% compensation and 30% assignment to write a book on “Minorities and Crime: Systemic White Racism, Gendered-Racism, and Classism in the Administration of American Criminal Justice.” Upon completion of sabbatical, David will submit a summary and two completed chapters of his book.
- B. Robert Prior, Associate Professor of Mathematics, requests a sabbatical leave for the 2006-2007 academic year at 70% compensation and 30% assignment to write an Intermediate Algebra textbook for use in MAT-35 on-line and on-campus classes.
- C. Richard Rodman, Assistant Professor of Automotive Technology, requests a sabbatical leave for the 2006-2007 academic year at 70% compensation and 30% assignment in order to complete a Bachelor of Science Degree in Occupational Studies at California State University, Long Beach with a total of 33 semester units of coursework beginning Fall 2006 and ending Spring 2007.

4. Academic Rank – Spring Semester 2006

Board Policy 3092 establishes the procedures for academic rank, and the following employees fulfill the requirements of this policy.

It is recommended the Board of Trustees grant a change in academic rank to the following employees, effective May 1, 2006.

<u>Name</u>	<u>From</u>	<u>To</u>
Rachel Stone	Assistant Professor, ASL	Associate Professor, ASL

5. Salary Reclassification

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

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

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Rosa Ramos	E	F

Subject: Academic Personnel

6. Academic Rank – 2006-07

Board Policy 3092 establishes guidelines for academic rank; and the Professional Growth and Sabbatical Leave Committee has reviewed the attached listing of academic rank for the 2006-2007 academic year;

It is recommended the Board of Trustees approve the 2006-2007 academic rank as specified on the attached list.

7. Request for Federal Family and Medical Leave

It is recommended the Board of Trustees grant John Pietro, Associate Professor of Mathematics, a leave under the Federal Family and Medical Leave Act of 1993, effective April 6, 2006, not to exceed the maximum allotment of 12 weeks.

8. Request for Participation in Reduced Employment Program

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for faculty participation in the Reduced Employment Program; and the Department Chair, Dean, and Vice Chancellor have reviewed and support the following requests.

It is recommended the Board of Trustees approve the request of David Moody, Associate Professor of Mathematics, and allow him to participate in the Reduced Employment Program with a teaching load of 80% for the 2006-07 academic year.

It is further recommended the Board of Trustees approve the request of Theodore Knipe, Associate Professor of Psychology, and allow him to participate in the Reduced Employment Program with a teaching load of 60% for the 2006-07 academic year.

Report No.: IV-A-1-a

Date: April 18, 2006

Subject: Academic Personnel

9. Title Changes

As a result of changes and/or levels of responsibilities and in keeping with becoming a three college district, a change in title and/or salary is recommended for the academic positions listed below.

It is recommended the Board of Trustees approve the change in title and/or salary for the following academic management positions, effective April 19, 2006:

<u>Incumbent</u>	<u>From</u>	<u>To</u>
Robert Bramucci	District Dean, Open Campus Salary Range: 18.9	District Dean, Open Campus Salary Range: 19.0
Shelagh Camak	Dean, Workforce Preparation Salary Range: 18.7	District Dean, Workforce Development Salary Range: 19.0

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: April 18, 2006

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory  
(None)

b. Management – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
TBA	TriTech Small Business Development Center	TBA	16.0	Appointment

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Mark Kaptur	Maintenance Helper/Moreno Valley Campus	04/19/06	18-1	Appointment
Nicole Lynch	Student Financial Services Analyst	04/19/06	20-5	Promotion
Deborah McDowell	Administrative Assistant (Institutional Effectiveness)	04/19/06	19-2	Promotion
Raymond Robbins	Senior Tool Room Attendant	04/19/06	16-1	Appointment
Aya Saito	International Student and Programs Specialist	05/01/06	18-1	Appointment
Joseph Smith	Clerk Typist (Performing Arts)	04/19/06	13-1	Appointment
Johanna Vasquez	Student Services Technician	04/19/06	16-1	Promotion

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Katherine Aceves	Secretary I/Norco Campus Title V)	04/19/06	14-1	Appointment
Barbara Radle	Secretary I/Moreno Valley Campus (TRIO/Talent Search Programs) (Part-time, 50%)	05/01/06	14-1	Appointment

Subject: Classified Personnel

1. Appointments – Continue

e. Professional Experts  
(None)

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

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

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

<u>Expert/Presenter</u>	<u>Program (Class)</u>	<u>Start Date</u>	<u>End Date</u>
Michael Kelley	Kids Football Camp	01/03/06	06/30/06

i. Special Assignments  
Payment to be approved for the following individuals in the amount indicated for their participation in a special assignment:

Foster Youth Life Skills Workshop Presenter (02/22/06 – 06/30/06)

Michelle Davila – Total amount not to exceed \$1,671.73

Read & Score Occupational/Student Support Plans for VTEA (04/19/06 – 05/10/06)

Ginny Haguewood – Total amount not to exceed \$250

Louis Tamayo – Total amount not to exceed \$250

Subject: Classified Personnel

2. Professional Growth Achievement Step

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

Professional achievement steps are \$35 per month for completion of 12 semester units of coursework and \$40 per month for completion of 12 semester units of job related coursework. Each employee may earn a maximum of seven (7) achievement steps in both categories combined, two (2) of which must be in the job skills area of professional growth. (California School Employees Association Agreement 2005-2008, Exhibit A)

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

<u>Name</u>	<u>Title</u>	<u>Achievement Step(s) Earned</u>
John Moore	Educational Advisor	2@\$40

3. Reclassification of Classified Bargaining Unit Positions

Board Policy 4045 provides for reclassification of classified positions. It is recommended the Board of Trustees approve the range, as shown below, for the following classified positions effective May 1, 2006:

<u>Current Title/Range</u>	<u>Current Title/Proposed New Range</u>
Officer, Safety and Police Range: 17	Officer, Safety and Police Range: 19
Senior Officer, Safety and Police Range: 18	Senior Officer, Safety and Police Range: 21

4. Request for Leave Without Pay

It is recommended the Board of Trustees approve a request for leave without pay for Charity Greenwalt, Student Services Technician (47.5%), effective May 8, 2006 through June 2, 2006 (a total of 4 weeks). Ms. Greenwalt's request has the approval of the District Dean, Admissions and Records.

Subject: Classified Personnel

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 a request 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 employees:

<u>Name</u>	<u>Title</u>	<u>Effective:</u>
Cynthia Acosta	Counseling Clerk II	April 3, 2006
Samuel Weston	Officer, Safety and Police	March 28, 2006

6. Separations

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Susan Avery	Student Financial Services Outreach Specialist	04/03/06	Personal
Lily Golondzinier	Senior Academic Evaluations Specialist	05/31/06	Retirement
Michael Heinzen	Editor/Writer	07/21/06	Retirement
Heather Hurst	Accounting Services Clerk	04/21/06	Career Advancement
Kristle Manuel	Emancipation Coach	04/11/06	Personal
Janice Wilkins	Talent Search Coordinator	04/14/06	Career Advancement

Report No.: IV-A-1-b

Date: April 18, 2006

Subject: Classified Personnel

Submitted by:

Transmitted to the Board by:



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

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Salvatore G. Rotella  
Chancellor

Concurred by:

Concurred by:

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Virginia MacDonald  
Chief of Staff/Executive Assistant to the  
Chancellor

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Daniel Castro  
President, Riverside City College

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Ray Maghroori  
Vice Chancellor, Academic Affairs

---

Brenda Davis  
Provost, Norco Campus

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James L. Buysse  
Vice Chancellor, Administration and Finance

---

Richard Tworek  
Provost, Moreno Valley Campus

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Linda Lacy  
Vice Chancellor, Student Services/Operations



**Kennedy Middle College Curriculum Gap Analysis (Spring 2006)**

Combined effort with Math and English faculty to identify any content gaps between RCC curriculum and CNUUSD curriculum. Group will develop Senior College Prep classes to address any gaps. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Andy Robles – Total amount to be paid not to exceed \$1,500

Robert Prior – Total amount to be paid not to exceed \$1500

Jason Parks – Total amount to be paid not to exceed \$1150.23

David Mills – Total amount to be paid not to exceed \$1500

Heather Gonzalez - Total amount to be paid not to exceed \$1500

**Kennedy Middle College Curriculum (Spring 2006)**

Align curriculum and develop materials for RCC and high school. Attend relevant CNUUSD and RCC meetings. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Paul Van Hulle – Total amount to be paid not to exceed \$600.06

Fernando Salcedo - Total amount to be paid not to exceed \$600.06

Judy Perhamus - Total amount to be paid not to exceed \$600.06

Dominique Hitchcock - Total amount to be paid not to exceed \$600.06

Carlos Garcia - Total amount to be paid not to exceed \$600

Celia Brockenbrough - Total amount to be paid not to exceed \$500

**Update Course Outline of Record (Spring 2006)**

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

Kathy Farris – Paid as lump sum upon completion in the amount of \$500

Clara Lowden – Paid as lump sum upon completion in the amount of \$500

Steve Sigloch – Paid as lump sum upon completion in the amount of \$500

**Update 6 Course Outline Records (Spring 2006)**

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

Leon Dufour – Paid as lump sum upon completion in the amount of \$600

**Teacher Preparation Title V Grant. (Spring 2006)**

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

Holly Lam – Total amount to be paid not to exceed \$450.09

**VTEA Proposal Review (Spring 2006)**

Read and score occupational and student support department plans for 2006-07 VTEA funding. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Terry Keiser – Paid as lump sum upon completion in the amount of \$250

Donna Lesser – Paid as lump sum upon completion in the amount of \$250

Delores Middleton – Paid as lump sum upon completion in the amount of \$250

Mary Ryder – Paid as lump sum upon completion in the amount of \$250

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

Research and preparation of new courses and/or programs; revision assistance with preparation of course outline; 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.

Sofia Carreras – Paid as lump sum upon completion in the amount \$1500.30

City of Riverside – Effective Leadership workshop (Spring 2006)

Customized Solutions/Contract Programs. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Ron Pardee – Paid as lump sum upon completion in the amount \$400

Title VIB Business and International Education Program (Spring 2006)

Design and develop one new module in global economic data analysis. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Andy Robles – Total amount to be paid not to exceed \$1,000

MVC Articulation Committee (Spring 2006)

Faculty will play a large role in developing the mission, goals, and scope-of-work for the Articulation Committee. This committee will focus on bridging the gaps between the K-12 and the higher education system. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Jose Duran – Paid as lump sum upon completion in the amount \$450

Susan Ingham – Paid as lump sum upon completion in the amount \$450

Student Learning Outcome Training (Spring 2006)

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

Jacalyn Garcia – Paid as lump sum upon completion in the amount \$25

Elizabeth Hall – Paid as lump sum upon completion in the amount \$50

Soong-Hee Koh – Paid as lump sum upon completion in the amount \$50

Gwendolyn Stoddard – Paid as lump sum upon completion in the amount \$50

Jean Waggoner – Paid as lump sum upon completion in the amount \$50

Carla Bender – Paid as lump sum upon completion in the amount \$25

Matthew Farris – Paid as lump sum upon completion in the amount \$25

Ted McKinney – Paid as lump sum upon completion in the amount \$25

Leonard Hill – Paid as lump sum upon completion in the amount \$50

Gene Sasse – Paid as lump sum upon completion in the amount \$25

Steve Walag – Paid as lump sum upon completion in the amount \$25

Frances Williams – Paid as lump sum upon completion in the amount \$25

Vaughn Youtz – Paid as lump sum upon completion in the amount \$25

Hybrid Training Sessions for Norco Campus Faculty – Title V Grant (Spring 2006)

Continue to provide workshops and supplemental assistance to all RCC Norco faculty who are designing and or implementing any form of a web enhanced course. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonnie Pavlis – Paid as lump sum upon completion in the amount \$3600.72

Online Version of the History of Architecture – Title V Grant (Spring 2006)

Design an online version of the History of Architecture course to expand the availability of this content to more RCCD students. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Judy Jorgensen – Paid as lump sum upon completion in the amount \$3600.72

Summer Showcase Concert (Summer 2006)

Work with student choreographers/performers to develop concert choreography and product concert. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Denise Donovan – Paid as lump sum upon completion in the amount \$600.12

Curriculum Stipend for Tegrity Usage within Anatomy/Physiology Courses – Title V (Spring 2006)

Incorporating the Tegrity Instructional System in the Anatomy/Physiology courses with will make the lectures and lab demonstration available for students online. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

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

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

Pre-K to kindergarten scope and sequence events on May 6 and June 3. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Barb Kirby – Paid as lump sum upon completion in the amount \$500

Curriculum Development for Math (Spring 2006)

For Math 35A and Math 35B. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Elisa Chung – Total amount to be paid not to exceed \$1500.30

NAME	SUBJECT
Otiko, Gabriel	Chemistry
Parker, Latonya	Counseling
Pattison, Anne	Counseling
Peebles, Robert	Administration of Justice
Ptalis, Beth	English
Quinn, Barbara	Counseling
Rawlings, Phillip	Emergency Medical Services
Reynolds, Vanessa	Physician's Assistant
Robles, Magdalena	Emergency Medical Services
Rogers, Nancy	Spanish
Rubio, Joseph	Counseling
Rubinoff, Martin	Physical Education
Santucho, Sabrina	Dental Hygiene
Schneidewind, Sandra	Dental Hygiene
Scott-Gresham, Lujana	Administration of Justice
Snitker, Nicole	Dental Hygiene
Stafford, Katherine	Physician's Assistant
Stamenkovic, Vera	Counseling
Swanson, William	Psychology
Talarico, Michael	Administration of Justice
Taylor, Robert	Dental Technology
Tingle, Terrence	Administration of Justice
Uppala, Gurunatha	Mathematics
Vega, Daniel	Counseling
Wardak, Mohammad	Mathematics
White, Michael	Emergency Medical Services
Wilson, Bryan	Administration of Justice
Zive, Ina	Dental Hygiene

NAME	SUBJECT
Arredondo, Daniel	English
Baciuna, Nicolae	Mathematics
Biggs, Steven	Theater Arts
Boydd, James	Administration of Justice
Chancy, Che	Welding
Crawford, Mary	American Sign Language
Fleming, Michael	Speech Communication
Goodwyn, Michael	Speech Communication
Guzman, Vianet	Nursing
Hoxmeier, Tony	Administration of Justice
James, Edna	English
Lightfoot, Kody	English
McKay, Keith	Administration of Justice
Skousen, James	Theatre Arts
Srivastava, Anjula	Mathematics
Virzi, Susan	Speech Communication
Waggoner, Jennifer	Dance
Whitford, Kevin	Administration of Justice
Wrkich, James	Mathematics

<u>NAME</u>	<u>SUBJECT</u>
Lewis, Shanri	Preschool Associate Teacher
Martinez, Linda	Preschool Master Teacher
Martinez, Vilma	Preschool Master Teacher
Mercer, Nancy	Preschool Teacher
Morales, Lyneet	Preschool Associate Teacher
Pulido, Jessica	Preschool Master Teacher
Ramos, Juliana	Preschool Associate Teacher
Ridgel, Lynette	Preschool Associate Teacher
Rivera, Christina	Preschool Master Teacher
Rodriguez, Rebecca	Preschool Associate Teacher
Shanahan, Sarah	Preschool Associate Teacher
Sieburg, Christine	Preschool Associate Teacher
Straczek, Nancy	Preschool Associate Teacher
Tyrrel, Carmen	Preschool Master Teacher
Weaver, Sandra	Preschool Master Teacher
Winsell, Emily	Preschool Master Teacher
Zepeda, Laura	Preschool Associate Teacher
Zipper, Frances	Preschool Associate Teacher

## TENURE LIST FOR 2006-2007

<b>Name</b>	<b>Subject</b>
Andacheh, Khalil	Sociology
Banks, James D	Human Services
Beck, Rex	Business Administration
Bemis, Chad	Mathematics
Brown, Ellen	Counseling
Carreras, Sofia	Dance
Cerwin-Bates, Stacey	Reading
Cryder, Michael	Biology
Fontana, Sandra E	American Sign Language
Herzig, Paul	Computer Information System
Huang, Shufen	Mathematics
Lesser, Donna	Dental Hygiene
Matsos, Peter	Psychology
Metcalfe, Kim	Early Childhood Studies
Rodriguez, Nicholas	Cosmetology
Smith, Heather	Biology
Thetford, Teresa	Physician Assistant
VantHul, Tammy	Nursing
Whelchel, Pamela	Mathematics

SABBATICAL LEAVE REQUEST

DAVID BAKER



RIVERSIDE COMMUNITY COLLEGE  
DISTRICT SABBATICAL LEAVE REQUEST FORM

FACULTY MEMBER: *Dr. David V. Baker*

DEPARTMENT: *Behavioral Sciences Department*

DATES AND DURATION OF SABBATICAL LEAVE REQUESTED: (Review Article XIII, Section M of the Agreement between the Riverside Community College District and the Riverside Community College Chapter CTA/NEA for details.)

X FULL YEAR'S LEAVE FOR: *Academic Year Fall 2006 through Spring 2007* (70% REGULAR SABBATICAL LEAVE)

FULL YEAR'S LEAVE FOR \_\_\_\_\_  
(100% SPECIAL SABBATICAL LEAVE)

SEMESTER LEAVE FOR \_\_\_\_\_ (100% SEMESTER SABBATICAL LEAVE)

RETURN TO INDUSTRY LEAVE FOR

ABSTRACT OF PURPOSE OF SABBATICAL LEAVE:

*The purpose of this sabbatical leave is to write a book on "Minorities and Crime: Systemic White Racism, Gendered-Racism, and Classism in the Administration of American Criminal Justice."*

Complete this form and the top section of the Sabbatical Leave Request form along with your draft per the Sabbatical Leave Proposal Guidelines. (See attached page).

Submit to the *Office of Faculty Affairs* by *February 15* for the following academic year and by *May 15* for the following spring semester only.

A "Certificate of Health" signed by physician must accompany this application (Article XIII, M,3,d). Please be aware that a Sabbatical Leave Bond will be required following Board approval.

RIVERSIDE COMMUNITY COLLEGE  
SABBATICAL LEAVE PROPOSAL

for

David V. Baker, Ph.D., J.D.  
Associate Professor of Sociology  
Behavioral Sciences Department  
Riverside Community College

Submitted to the Office of Institutional Effectiveness for review by the Committee on Professional Growth and Sabbatical Leave

## INTRODUCTORY COMMENTS

Before reviewing the course and scope of the sabbatical leave proposal, I want to place my previous research within the context of my academic specialty in the sociology of law so that the Sabbatical Leave Committee recognizes that my proposed project constitutes a logical step forward in my overall research agenda. My scholarly work mostly involves the study of race, gender, and class relations in the administration of American criminal justice primarily focusing on race and capital sentencing in the United States. Now it's time for me to move beyond capital sentencing and to more comprehensively investigate systemic white racism, gendered-racism, and classism within the processes and procedures of the entire criminal justice system.

In my most important peer-reviewed publications, I've examined from a critical framework *how* and *why* systemic white racism informs the administration of capital sentencing. In an exhaustive study of the history of racialized, sexist oppression of executed black women in the American society ["Systemic White Racism and the Brutalization of Executed Black Women in the U.S." (*Michigan Journal of Law and Gender*)], I explored the sociopolitical contexts in which black female executions have occurred and examined the systemic oppression of executed black women from the earliest periods of American colonial history to the present. The work surmises that the most consistent factor giving rise to black female executions in U.S. history is that criminal justice authorities have executed black women for challenging the racist and sexist exploitation of white men. "Purposeful Discrimination in Capital Sentencing" (*The Journal of Law and Social Challenges*), involves a comprehensive review of the research record on race and capital sentencing in the U.S. within the context of three landmark U.S. Supreme Court decisions; *Furman v. Georgia* (1972), *Gregg v. Georgia* (1976), and *McCleskey v. Kemp* (1987). Death penalty researchers have put forth compelling evidence that despite the Court's creation of a rational structure of procedural safeguards designed to curb racial discrimination in capital sentencing, these practical strategies have failed to correct for racial inequality in the imposition of the death penalty to black persons. The record reveals that death penalty jurisdictions continue to sentence black defendants to death at significantly higher rates than white defendants, and that black defendants are particularly at risk of capital sentencing and actual execution when they victimize white persons. Racist prosecutorial discretion in the selective prosecution of capital cases, racist prosecutorial misuse of peremptory challenges to systematically exclude blacks from juries involving black capital defendants, racist judicial override by trial judges in capital cases with black defendants, racist prosecutorial lawlessness, and the ineffective assistance of often racist defense counsel are the most important reasons why black defendants with white victims are denied fairness and evenhandedness in capital sentencing. And in "Long Economic Cycles and the Criminal Justice System in the United States: Revisited with Execution Data" (*Crime, Law and Social Change*), I explored the association between race and capital sentencing from an economic model of long economic cycles of *capitalist expansion* and *capitalist contraction* in the U.S. between 1789 and 2005. The paper examined the notion that execution rates *decrease* during periods of capitalist expansion and *increase* during periods of capitalist contraction. My analysis of execution data during these economic cycles finds limited conformity of execution rates in the U.S. to long economic cycles in the case of black executions. My paper explains the discontinuity between black execution rates and long cycles of economic change as illustrative of the extent to which distinct criminal justice practices exist differentially in the United States to black persons. Essentially, the U.S. criminal justice system is far more oppressive to black prisoners than white prisoners since black execution rates are essentially unaffected by long economic cycles of capitalist development. Here, systemic white racism in the application of capital punishment to black defendants is a consistent and perpetual factor of criminal justice policy.

## OVERVIEW OF PURPOSE AND CONTENT OF THE SABBATICAL LEAVE

The purpose of the sabbatical leave is to provide me with release time from face-to-face teaching to enhance my scholarly development by making the next logical step in my study of race, crime, and justice by writing a book preliminarily titled *Minorities and Crime: Systemic White Racism, Gendered-Racism, and Classism in the Administration of American Criminal Justice*. The motivation for this book is that criminal justice textbooks generally ignore racism, sexism, and classism or treat the issues superficially. Missing are comprehensive examinations of historical and contextual analysis systemic white racism, sexism, and classism in the administration of criminal justice. *Minorities and Crime* will look comprehensively (historically and contextually) at systemic white racism, classism, and sexism across *all* dimensions of the U.S. criminal justice system—from arrest to sentencing. A basic premise of this book is that racism, classism, and sexism are systemic to our country's criminal justice system because the discriminatory conduct of primarily white and male justice professionals is built into its structure and legitimated by Anglo dominant cultural beliefs and legal codes. These "isms" are *not* aberrant, obscure, tangential, and unimportant in the administration of criminal justice, nor are they fragmented and isolated in the justice system as some scholars would have us believe; rather, they are endemic, integral, and central to criminal justice processes and procedures. The historical and contextual discussion of institutionalized racism, classism, and sexism is especially important because persons subjected to the justice system today are burdened by the social arrangements characterizing class domination and racial and gender discrimination effectively put into place at the very founding of the country.

Books available on race, crime, and justice are devoid of sound historical, contextual, and theoretical frameworks. Some, such as *The Color of Justice: Race, Ethnicity, and Crime in America* provide theories based upon a discrimination-disparity continuum that defies logic and is patently invalid. Moreover, the book provides no historical benchmarks from which to discern various application of law as a social control mechanism, and the discussion on social structure is convoluted and misinformed. *A History of Crime and Criminal Justice* is a good overview of distinct periods in U.S. history and does a very good job of examining crime and criminal justice along these historical dimensions. But nowhere is there an analysis of how and why racism, sexism, and classism develop within these distinct historical periods nor is there any discussion on these constructs as ideological forms. Discussions on race are limited to race riots—a narrow minded theme that precipitates the idea that race riots are always motivated by nonwhite racial persons. Actually, nonwhite racial persons are more often victimized by white race riots. A recent *Washington Post* article reminds us of the death and destruction of white terrorism on black America and of the legal community's refusal to compensate surviving victims. Others books treat issues of race, gender, and class superficially. *The History of Criminal Justice* is so Eurocentric that one would think that race and gender are non-entities in the scope of American criminal justice. Even the encyclopedic work *Crime and Punishment in American History* is devoid of discussions on the ideology of race, gender, and class. There are several excellent anthologies on race, crime, and justice, however. These would include *Inequality, Crime, and Social Control*; *Ethnicity, Race, and Crime: Perspectives Across Time and Place*; and *The Handbook of Crime and Punishment*. But even here, a problem is that racism, sexism, and classism are not used as theoretical frameworks for systematic analysis across all dimensions of the justice system.

Given the deficiencies of the works, I have divided *Minorities and Crime* into eleven substantive chapters with each chapter including introductory comments of the major themes discussed in the chapter and a brief paragraph outlining the major pedagogical learning that should take place after reading the chapter. The chapters include charts, tables, and carefully selected pictures to help in students understand key concepts and ideas discussed in each chapter. Lastly, each chapter contains textboxes exploring and exemplifying particularly salient points in the chapter. Chapter One establishes the basic tenets of the critical

model in sociology and moves to understanding how critical theory explains structured inequality in U.S. society. The chapter also includes discussion on the historical context of racism, sexism, and classism and the major societal events occurring historically as artifacts of these ideological frameworks. Chapter Two emphasizes the relationship between race, crime, and criminality from a critical perspective. The chapter's basic premise is that legal frameworks support societal notions of dominance and oppression for persons of color, women, and others. It is here that I want to also show the destructive force of crime and criminality upon persons of color and their communities. Chapter Three outlines the socio-historical consequences of police lawlessness upon persons of color and their communities, including discussions on racial profiling, police violence and brutality, the war on drugs being fought in communities of color, and hate crimes. It is here that discussions will include the idea that in the context of the courtroom, police lie and that everyone believes them include juries, district attorneys, and judges. Chapter Four explores the racism, classism, and sexism of state and federal prosecutors from the charging decisions to the use of illicit evidence to solicit convictions. There are also racist defense lawyers that convolute the protection of civil liberties for criminal defendants of color. Chapter Five looks at federal legal doctrines and how the racist ideology has infiltrated state and federal courts to extent that these courts are impotent in the protection of civil liberties. Chapter Six investigates differential sentencing in state and federal court for persons of color. Chapter Seven reveals that the correctional institutions of the U.S. criminal justice system is tantamount to the warehousing of persons of color. Chapter Eight presents a comprehensive historical-contextual analysis of systemic racism, sexism and classism in capital punishment in the United States for African Americans, American Indians, Asian Americans, Latino Americans, and women of color. The chapter also looks at the executions of mentally retarded and juvenile offenders. Chapter Nine investigates the disenfranchising effects of the juvenile justice system. Chapter Ten looks at oppression and the myth of justice for women of color. Chapter Eleven asks a very simple question: Is the U.S. criminal justice fixable? If so, what recommendations can be offered to ensure its institutional integrity. If not, why is repairing the criminal justice system beyond our national capacity. Lastly, to ensure the academic integrity of the book, I will ask noted sociologist of race and ethnic relations in the United States, Joe R. Feagin, to critique the book and write a foreword. Similarly, I will ask noted law professor Kenneth B. Nunn to critique the book and write an afterward.

#### Primary Objective (Goal) of the Sabbatical Leave

Of course, the primary objective of the sabbatical leave is to afford my with release time to write *Minorities and Crime*. But the Committee should understand the importance of this book to my students. Interestingly enough, most American college students lack even a rudimentary understanding of our country's racial history—let alone within the context of criminal justice administration. [I've forwarded a copy of one of the completed chapters to the book so that the Committee can see how I integrate racial history into the story of racial justice.] When I present the idea to students in lecture that the U.S. criminal justice system systematically disenfranchises racial and gender groups and the poor through its supposedly "equitable" processes and procedures, I discover that race, class, and gender relations in the context of criminal justice are topics most student (even students of color) find burdensome. One student once asked me bewilderingly, "Why are we studying racism? I thought Martin Luther King took care of all that." The notion that structural inequality is merely an artifact of our country's criminal justice past has been encouraged, to a large extent, by the illusion that the criminal justice reforms arising out the civil rights campaigns of the 1960s alleviated the arbitrary, capricious, and discriminatory treatment of persons of color,

women, and the poor in the justice system. As a result, students continue to reject the notion that racism, sexism, and classism are systemic and fully institutionalized in the processes and procedures of criminal justice administration. This thinking troubles me. To quote attorney and law professor Gerald F. Uelman, I believe "it is time for a lot more candor and a lot less denial in assessing the role that race [gender and class] plays in our criminal justice system."

It is important for students to understand that the legal institution supports patterns of oppression and discrimination. A major contribution of *Minorities and Crime* to the study of race, crime, and justice is that it reveals how law supports the systematic disenfranchisement of persons of color, the poor, and women in American society. Despite the righteous rhetoric of judges, prosecutors, and other judicial officers to the constitutional canons of equity, fairness, and evenhandedness, American society utilizes law in furtherance of racial, gender, and class oppression and subordination. Essentially the book recognizes socio-historically the enduring struggle for evenhandedness and impartiality in the administration of justice and that the fundamental notions of decency, fairness, and equity remain *mythical* in the American system of justice for persons of color, women, and other marginalized groups such as homeless persons, mentally ill and retarded persons, and children. *Minorities and Crime* puts at center stage the deep hidden truths of classism, racism, and sexism in U.S. society as explanations of *why* and *how* injustice and inequity pervade the U.S. criminal justice system. A distinguishing feature of this textbook is that it develops an integrated theory for identifying the source of social inequity in justice administration in the discrimination, exploitation, and oppression rooted in basic societal arrangements—the critical power-conflict theory. By exploring the reality of inequality in the U.S. justice system as rooted in systemic racism, classism, and sexism, students learn to think critically about justice administration in this country. Steven Bright put it this way: "Citizens, judges, the bar, and the press would like to believe we have a system which equally and fairly dispenses justice. But neither legal assumptions nor legal fiction will make it so." We must teach students of the need for radical and fundamental change in thinking about the how and why of American criminal justice.

#### Activities to Meet the Goal of the Sabbatical Leave

I have written several books and the activities necessary to the undertaking invariably require long hours investigating archival materials at regional social science and law libraries; namely those at UC Riverside, UC Irvine, UC Los Angeles, and the University of Southern California. Computer searches for law review articles and those in sociological, criminological, and historical journals are also an integral part of researching materials for a book. Here, then, it is imperative that I have uninterrupted access to Westlaw and the Internet. I must also spend time reading noted works to develop the theoretical framework for this book, although I've spent considerable time over the last several years becoming familiar with the most noted authors in the area of critical justice analysis. The sabbatical leave will enable me to partake in these activities without disruption. I will also attend lectures or colloquium series at regional universities given by noted scholars in the area of critical justice studies. Undoubtedly, I will attend national conferences of sociological and criminological associations to **hear** paper presentations on race, crime, and justice.

### Outcome of the Sabbatical Leave

Clearly, a major outcome of the sabbatical leave will benefit me personally as a scheme for professional growth and development; writing a book always entails significant intellectually growth—at least this has been my experience with the books I've written thus far. Another outcome of the sabbatical leave is that my research on the structure and dynamics of race, crime, and justice across the criminal justice spectrum will surely advantage my sociology and administration of justice students since they are the long-term benefactors of my research experience—invariably my research themes and ideas become a central focus of pertinent course lectures. The disciplines of sociology, criminal justice, and the administration of justice are advantaged by *Minorities and Crime* because no book has yet to treat systemic white racism as an analytical framework to the racial history of American criminal justice. When I've discussed the proposed project with professional colleagues at major colleges and universities across the country, I receive an enormous amount of encouragement to write the book still unwritten—that is, the book on racism and the history of criminal justice in the U.S. My publisher informs me that there is no other book on the market where the author(s) has adopted this critical approach to the analysis of American criminal justice—she refers to the book as the story of the underside of justice administration. Lastly, the college district benefits from the sabbatical leave project since it gains the educational notoriety of published faculty and thus a learned faculty.

### Materials Presented

To assist the Sabbatical Leave Committee in its decision making, attached to this proposal is a copy of the preliminary table of contents for *Minorities and Crime*, a representative chapter for the book, a copy of the book's contract with Prentice Hall, and a copy of my current curriculum vitae. The required sabbatical leave request forms are also attached.



Respectfully submitted,  
David V. Baker, Ph.D., J.D. Associate Professor of Sociology Behavioral  
Sciences Department Riverside Community College

SABBATICAL LEAVE REQUEST

ROBERT PRIOR



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
SABBATICAL LEAVE REQUEST FORM

FACULTY MEMBER \_\_\_\_\_ Robert Prior \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ Math & Science, Norco \_\_\_\_\_

DATES AND DURATION OF SABBATICAL LEAVE REQUESTED:  
(Review Article XIII, Section M of the Agreement between the Riverside Community College District and the Riverside Community College Chapter CTA/NEA for details.)

  X   FULL YEAR’S LEAVE FOR \_\_\_\_\_  
(70% REGULAR SABBATICAL LEAVE)

\_\_\_\_\_ FULL YEAR’S LEAVE FOR \_\_\_\_\_  
(100% SPECIAL SABBATICAL LEAVE)

\_\_\_\_\_ SEMESTER LEAVE FOR \_\_\_\_\_  
(100% SEMESTER SABBATICAL LEAVE)

\_\_\_\_\_ RETURN TO INDUSTRY LEAVE FOR \_\_\_\_\_

ABSTRACT OF PURPOSE OF SABBATICAL LEAVE:

To write an Intermediate Algebra textbook for use in MAT-35 on-line and on-campus classes.

Complete this form and the top section of the Sabbatical Leave Request form along with your draft per the Sabbatical Leave Proposal Guidelines. (See attached page).

Submit to the *Office of Faculty Affairs* by *February 15* for the following academic year and by *May 15* for the following spring semester only.

A “Certificate of Health” signed by physician must accompany this application (Article XIII, M,3,d). Please be aware that a Sabbatical Leave Bond will be required following Board approval.

RIVERSIDE COMMUNITY COLLEGE  
SABBATICAL LEAVE PROPOSAL

### OVERVIEW OF PURPOSE AND CONTENT

I request a full-year (70%) Sabbatical, beginning Fall 2006, for the purpose of writing an Intermediate Algebra textbook and creating an on-line MAT-35 course that uses it. I have written three developmental math textbooks for college students. *Basic Mathematics*, *Pre-algebra*, and *Elementary Algebra*. These textbooks are currently used by students in the three respective on-line courses I created using WebCT: MAT-51, MAT-50, and MAT-52. These Textbooks are also being used by students on the Norco Campus in those respective courses. Students and faculty have been requesting I write the fourth text, *Intermediate Algebra*, for many years, and I intend to use this sabbatical leave to comply with their wishes.

#### A. GOALS OF THE SABBATICAL LEAVE

My goals are simple. I wish to write a complete Intermediate Algebra textbook, similar in style to my Elementary Algebra textbook; create a MAT-35 on-line course, complete with lessons, on-line activities, quizzes, and tests; and create on-line tutorial videos of each section of the textbook.

#### B. ACTIVITIES TO MEET THOSE GOALS

To meet these goals I anticipate doing the following activities:

	Activity	Hours
1.	Create a Table of Contents (10 chapters, 60 sections)	10
2.	Write each section; create graphs and diagrams; write examples and exercises (= 15 hr/section)	900
3.	Proofread and edit each section (= 4 hr/section)	240
4.	Write end of Chapter Exercises, Chapter tests, cumulative reviews (= 15 hr/chapter)	150
5.	Write on-line lessons (using the ICARE system) related to the text and on-line MAT-35 course (= 6 hr/lesson)	100
6.	Create approximately 30 on-line quizzes and 10 on-line tests	120
7.	Record on-line videos using Tegrity (1.5 hr/section)	90
8.	Upload on-line MAT-35 class to WebCT	50
	Total anticipated hours	1,660

## H. OUTCOMES OF THE SABBATICAL LEAVE

At the completion of the Sabbatical, a new MAT-35 on-line course, using this Intermediate Algebra textbook, will be complete and ready to use as early as Fall 2007. It's also likely that the text will be adopted by math faculty at the Norco Campus for use in on-campus classes.

An immediate impact will be RCC's ability to serve at least 150 more on-line Math 35 students, and as many as 800 face-to-face Norco Campus Math 35 students each semester. With the imminent changes in the math requirement for an AA degree— from Elementary Algebra to Intermediate Algebra—it is most appropriate, for the sake of learning and mastery of algebra, that the math students of the Norco Campus use a series of texts by the same author.

SABBATICAL LEAVE REQUEST

RICHARD RODMAN

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**SABBATICAL LEAVE REQUEST FORM**

FACULTY MEMBER \_\_\_\_\_ Richard A. Rodman \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ Applied Technology – Automotive \_\_\_\_\_

DATES AND DURATION OF SABBATICAL LEAVE REQUESTED:  
(Review Article XIII, Section M of the Agreement between the Riverside Community College District and the Riverside Community College Chapter CTA/NEA for details.)

  X   FULL YEAR’S LEAVE FOR \_\_\_\_\_  
(70% REGULAR SABBATICAL LEAVE)

\_\_\_\_\_ FULL YEAR’S LEAVE FOR \_\_\_\_\_  
(100% SPECIAL SABBATICAL LEAVE)

\_\_\_\_\_ SEMESTER LEAVE FOR \_\_\_\_\_  
(100% SEMESTER SABBATICAL LEAVE)

\_\_\_\_\_ RETURN TO INDUSTRY LEAVE FOR \_\_\_\_\_

**ABSTRACT OF PURPOSE OF SABBATICAL LEAVE:**

I request sabbatical leave for the 2006-2007 academic year in order to complete a Bachelor of Science Degree in Occupational Studies at California State University – Long Beach with a total of 33 semester units of coursework beginning Fall 2006 and ending Spring 2007.

**Complete this form and the top section of the Sabbatical Leave Request form along with your draft per the Sabbatical Leave Proposal Guidelines. (See attached page).**

**Submit to the *Office of Institutional Effectiveness* by February 15 for the following academic year and by May 15 for the following spring semester only.**

**A “Certificate of Health” signed by physician must accompany this application (Article XIII, M,3,d). Please be aware that a Sabbatical Leave Bond will be required following Board approval.**

Board of Trustees  
Kristina Kauffman  
Kristi Woods

**RE: Professional Growth and Sabbatical Leave Application for Richard Rodman**

Dear Board of Trustees, Dean Kauffman and Professor Woods:

I am pleased to present this plan for professional growth and sabbatical leave to the Board of Trustees and PG & SL Committee for consideration. If awarded this privilege, I will complete coursework toward a Bachelor of Science degree in Occupational Studies at California State University – Long Beach beginning fall 2006 and ending spring 2007.

I. Overview of Purpose and Content:

A. Goals of the Sabbatical Leave

1. Complete coursework toward bachelors degree
2. Improve curriculum development skills
3. Improve sensitivity toward student needs
4. Improve instructional methods to economically and culturally diverse students

B. Activities to meet the Goals

1. Coursework
  - i. See attachment III for detailed list of coursework

II. Outcomes of the Sabbatical Leave

The entirety of the coursework is directly related to my discipline as automotive technology instructor. Therefore, the benefit to the district should be measurable and substantial.

The following attachments address each guideline in greater detail.

- Attachment I Sabbatical Leave CTA Agreement
- Attachment II Board Policy 3080
- Attachment III CSULB Coursework
- Attachment IV RCC Unofficial Transcripts (not included)
- Attachment V CSULB BS in Occupational Studies, Option in Vocational Arts
- Attachment VI Transfer Institutions official transcripts (not included)
- Attachment VII Certificate of Health (not included)

Sincerely,

Richard Rodman  
Assistant Professor, Automotive Technology  
Riverside Community College  
Phone: (951) 222-8915  
Fax: (951) 222-8916  
Email: richard.rodman@rcc.edu

Attachment I / Sabbatical Leave option / CTA Agreement

Excerpts from CTA Agreement:

**Article XIII - LEAVES**

**M. Sabbatical Leave**

1. Eligibility:

b. *Service* - Employees must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) consecutive years immediately preceding the beginning of the leave...

*Response: I have held my current position as Automotive Technology Instructor at Riverside Community College since the fall of 1998.*

2. A sabbatical leave will fulfill one (1) or a combination of the following purposes:

a. Course work and instructional programs – (see Board Policy 3080 for definition)

*Response: It is my intention to pursue coursework leading to a Bachelors of Science Degree in Occupational Studies at Cal-State Long Beach. This major is directly related to my position at the college.*

3. Requirements and Procedures:

c. Applications for sabbatical leave must be filed with the Professional Growth and Sabbatical Leave Committee through the Office of the Vice President, Academic Affairs, for their recommendation to the President no later than February 28 for the following academic year...

*Response: Included with this document is the Application for sabbatical leave.*

d. The application must be accompanied by a Certificate of Health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or research proposed.

*Response: I have recently (approximately two-weeks ago) undergone a thorough physical exam by our family physician. Attached is the "Certificate of Health."*

4. Compensation for Sabbatical Leave:

b. *Rate of Compensation* - The academic employee who has been granted sabbatical leave and who has complied with the provisions under which such leave was granted will

receive 70% of his/her regular faculty salary placement for a full academic year's leave, ... Academic employees on such leaves may be granted leave for the academic year at full faculty salary, provided they perform 30% of their duties during the year...

*Response: It is unlikely that I would take a part time teaching assignment, although I would like to reserve the right to do so if I find that the coursework is not too strenuous and provides the opportunity to do so.*

f. *Method of Compensation* - The salary for sabbatical leave shall be received in the same manner as if the employee were teaching in the District. The employee and the District shall share equally in the cost of providing a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) academic years' service in the Riverside Community College District immediately following such leave.

*Response: I am willing to share equally in the cost of a bond for item 4.f. (Method of Compensation)*

Sincerely,

Richard Rodman  
Assistant Professor, Automotive Technology  
Riverside Community College



Attachment II / Board Policy / 3080

Excerpts from Board Policy 3080

Regulations for Policy 3080, Faculty Professional Growth

I. General Information

- A. Professional growth is defined as those academic, scholarly, and professional endeavors planned, developed, and carried out by a contract or regular faculty member, including, but not limited to: course work and instructional programs completed at regionally accredited colleges and universities; professional publications; creative work; independent study; intensive preparation workshops and institutes; and return to industry, which have been approved by the College Professional Growth and Sabbatical Leave Committee in advance of initiating the endeavor.

*Response: I will be completing coursework at Cal-State University – Long Beach, a regionally accredited institution.*

II. Options for Professional Growth

- A. Professional growth through course work and instructional programs.

7. Faculty will be expected to undertake focused study at upper division and graduate level for all reclassification beyond the baccalaureate. However, lower division units may be allowed, if approved in advance by the College Professional Growth and Sabbatical Leave Committee, as part of the faculty member's planned professional development program. The courses must be directly related to the applicant's faculty service area (s), or the courses must be a series which would enhance and further the faculty member's ability to perform in his/her planned area of expertise. The planned lower division program must be completed before the units will be recommended for salary reclassification.

*Response: It is my goal to complete coursework at CSULB directly related to my faculty service area.*

Sincerely,

Richard Rodman  
Assistant Professor, Automotive Technology  
Riverside Community College

## Attachment III / Coursework

**I met with Dr. Henry O'Lawrence; Assistant Professor of Occupational Studies at Cal-State University-Long Beach, in an effort to determine which courses would best suit my needs. Dr. O'Lawrence offered the following coursework that would lead to a Bachelor of Science Degree in Occupational Studies, Option in Vocational Arts.**

- **PROF 300, Orientation to Occupational Studies** (3 units) - Prerequisites: Qualified for admission to the baccalaureate degree program under California Education Code, Sections 89220, 89221, 89222, and 89223. Orientation to baccalaureate education and the five options in the Occupational Studies Bachelor of Science degree. Content includes career opportunities, historical overview, and department structure of each option. Philosophy and development of comprehensive employment-related education in California, its present place and functions in the total system of education. Preparation of the "Swan Bill" application and individualized program of studies. Traditional grading only.
- **FCS-319I, Family Stress and Coping** (3 units) Prerequisites: Completion of the 13-unit G.E. Foundation requirements; ANTH 120 or PSY 100 or SOC 100 or consent of instructor. Examination of theories and research associated with stressors affecting family functioning throughout the lifecycle. Consideration given to both normative transitions and non-normative stressors. Emphasis on strategies to assist families to deal productively with stress and change. (Lecture-discussion 3 hours.)
- **PROF 388-I, Technology Literacy** (3 units) - Prerequisites: ENGL 100 and upper division status. Exploring technological concepts as they impact on humans, society and culture. Emphasis will be placed on technology as a human adaptive system and its relationship to sociological and ideological systems. Traditional grading only.
- **PROF 410, Curriculum Development for Occupational Studies** (3 units) - Prerequisites: Enrollment in Designated Subjects Credential Program, BS, MA, or MS degree programs. Techniques of curriculum planning and development in occupational and adult education. Components include needs assessment strategies, course content, performance objectives, development of specific units of instruction, learner characteristics, and learning theories applicable to curriculum development.
- **PROF 411, Instruction and Evaluation for Designated Subjects** (3 units) - Prerequisites: OCST 410 or permission of instructor. Enrollment in Designated Subjects Credential Program, BS, MA, or MS degree. Techniques and evaluation of instruction in occupational and adult education. Components include motivation, presentation, application, and evaluation techniques necessary to teach all students in occupational and adult education.
- **PROF 412, Advanced Program Development and Instruction** (3 units) - Prerequisites: Enrollment in BS, MA, MS, or Designated Subjects Credential Program. Advanced techniques of teaching designated subjects. Components include curriculum, instruction, communication, program evaluation, and classroom management, technology in the classroom, and the latest knowledge and practices for effecting their transition from school to work. Traditional grading only.

- **PROF 413, Foundations of Designated Subjects Credential Program** (3 units) - Prerequisites: Enrollment in BS, MA, MS or Designated Subjects Credential Program. An examination of the foundations and principles of occupational education with a specific focus on programs subsumed under designated subjects credentials. Traditional grading only.
- **PROF 421, Research Design** (3 units) - Study of research designs applicable in a variety of professional fields. Calculation of basic statistics, development of research proposals, use of minicomputers in occupational research. Traditional grading only.
- **PROF 457, Working Around the World** (3 units) - Prerequisite: Upper division standing. A study of the effects that religion, language and culture, political structure, economics, and physical environment have on the development of work and people's perceptions of work and occupations in the United States and other countries around the world. Traditional grading only.
- **PROF 461, Instructional Methods for Teachers of Economically and Culturally Diverse Students** (3 units) - Techniques for teaching disadvantaged and culturally diverse learners. Emphasis on methods, motivation, counseling, and instructional organization. Traditional grading only.
- **PROF 485, Identifying Management Competencies** (3 units) - A lecture and discussion course focusing on the identification of competencies requisite for effective management of occupational education programs. These competencies are categorized in three domains, including, but not limited to: the interrelationships on concepts, things and people.

There are a total of eleven (11) 3-unit courses. Based upon Dr. O'Lawrence recommendation, and his understanding of my current life position, it is my goal to complete all the above listed courses in one academic year, plus one summer semester.

In addition to coursework at CSU-LB, I would like to be considered for Professional Growth for coursework taken at RCC that meet CSU equivalency. Those classes I am currently taking or will be taking prior to attending CSU-LB are listed below. I have found that although I could take these same courses at CSU-LB is far more economical to take them here at RCC.

- **Winter 2006:**
- **ENG-1A - English Composition 4 units UC, CSU (CAN ENGL 2) ENG 1A+1B = (CAN ENGL SEQ A)** Prerequisite: ENG-50 or qualifying preparation score. Emphasizes and develops skills in critical reading and academic writing. Reading and writing assignments include exposition, argumentation, and academic research. Students will write a minimum of 10,000 words. Classroom instruction integrates Writing and Reading Center activities. Students may not receive credit for both ENG-1A and ENG-1AH72 hours lecture and 18 hours laboratory. (Letter Grade Only)

- **Spring 2006:**
- **ENG-1B - Critical Thinking and Writing 4 units UC, CSU (CAN ENGL 4) ENG 1A+1B = (CAN ENGL SEQ A) Prerequisite: ENG-1A.** This course develops critical thinking, reading, and writing skills through the formal study of critical thinking and literature. Composition totaling a minimum of 10,000 words serves to correlate writing with reading. Classroom activities integrate with Reading and Writing Center activities. 72 hours lecture and 18 hours laboratory. (Letter Grade Only)
- **MAT-12 - Statistics 3 units UC, CSU (CAN STAT 2) Prerequisite: MAT-35 or qualifying placement level.** A comprehensive study of measures of central tendency, variation, the normal distribution, the t-distribution, the chi-square distribution, linear correlation, testing of hypotheses, probability and estimation. 54 hours lecture.

Sincerely,  
Richard Rodman  
Assistant Professor, Automotive Technology  
Riverside Community College

## Attachment V

**BS IN OCCUPATIONAL STUDIES**

California State University, Long Beach (CSULB) offers a Bachelor of Science Degree in Occupational Studies. This degree is targeted primarily towards employed persons serving in business, industry, labor, government and occupational education and teachers and counselors serving in the private and non-profit sectors. The BS program will help these people to grow in their various occupational subject areas while gaining knowledge of respective training and development methods. Students will also learn to address problems of work-life education in an information and technological society. The primary goal of the program is to improve the competencies of human resource development personnel to instruct in technical subjects, to design curriculum, to advise learners, and to evaluate curriculum and learner performance.

The Bachelor of Science degree requires 124 units of college work. The major consists of 73 units comprised of (a) a 27 units core, (b) foundation and occupational competency course work (12 to 25 units depending on student's option), and (c) options of 25 to 34 units. The foundation and occupational competency courses, generally lower division, are selected from (a) the social and behavior sciences, (b) occupationally based technical courses, or (c) a combination of both. Nine units of occupational competence may be granted for prior learning in the Corporate Training, Research and Evaluation, and Transitional Services Option.

■ **Option in Corporate Training and Development** (Code 3 - 1052; 124 units)

The option in corporate training and development prepares students for human resource development positions as training specialists, training materials developers, and training systems analysts. These specialists serve as support personnel assisting in the analysis and interpretation of job analysis data and translating these data into training and development programs. They assist technical content experts in the design and delivery of instruction. The required courses for this option are: PROF-300, PROF 330, PROF-388I, PROF-410, PROF-412, PROF-417I, PROF-418, PROF-420, PROF-435, PROF-456, PROF-470, PROF-480, PROF-485, PROF-421 or approved alternative ET 202; PROF-461 or PROF-462, PROF-490 or approved alternative ET-307, ET-309. This option requires 21 units of foundation and occupational competency coursework determined in consultation with a Professional Studies Department academic advisor.

■ **Option in Research and Evaluation** (Code 3 - 1053; 124 units)

The option in research and evaluation prepares students for careers as labor market analysts, training evaluation specialists, and evaluation research specialists in public postsecondary education, government employment development agencies, and private industry. These specialists develop evaluation guidelines, evaluate training and development programs including maintaining task lists and training program descriptions, determine the effectiveness and currency of instructional content and methods, and assess trainee performance in training and on-the-job. The required courses for this option are: PROF-300, PROF-330, PROF-410, PROF-411, PROF-412, PROF-418, PROF-420, PROF-421, PROF-422, PROF-456, PROF-480, PROF-483, PROF-485, PROF-490, EDP-400, EDP-419 This option requires 25 units of foundation and occupational competency coursework determined in consultation with a Professional Studies department academic advisor.

■ **Option in Transition Services** (Code 3 - 1054; 124 units)

The option in transition services prepares students for professional positions in secondary and postsecondary occupational special education, rehabilitative services, and related adult services. Graduates develop competencies as educational and human resource development specialists in transition services for individuals with disabilities. The curriculum for this option was developed under research sponsored by the Office of Special Education and Rehabilitation Services, United States Department of Education. The required courses for this option are: PROF-300, PROF-330, PROF-360, PROF-410, PROF-411, PROF-412, PROF-418, PROF-420, PROF-422, PROF-456, PROF-460, PROF-480, PROF-485, PROF-497, PROF-499, PROF-X260 or PROF-463, PROF-461 or PROF-462, EDP-350, EDP-405, REC-416 or an approved alternative from one of the following: FCS-413, FCS-418, EDP-430, SW-350, or SW-351. This option requires 12 units of foundation and occupational competency coursework determined in consultation with a Professional Studies department academic advisor.

■ **Option in Vocational Arts** (Code 3 - 1055; 124 units)

The Option in Vocational Arts is designed for teachers in employment-related educational programs that meet the requirements of the State Education Code, Sections 89220, 89221, 89222 and 89223. Specifically, candidates for the option in vocational arts must:

1. Teach or have taught at least 1,620 student contact hours in a full-time position or 1,000 student contact hours in a part-time position in an approved occupational education curriculum;
2. Hold a teaching credential authorizing service as a vocational teacher (community college instructors affected by AB 1725 are exempt from this requirement; however, they must demonstrate

instructional competencies by completing prescribed teacher certification courses); and

3. Have worked at least seven years full-time or the equivalent in the field(s) named on the credential. Candidates, upon completion of these requirements and in consultation with their advisors, submit an application with documentation verifying occupational, managerial, teaching, and professional development experience. Upon approval of the application, the California State Board of Examiners for Vocational Teachers recommends advancement to degree candidacy. Advancement to candidacy includes the preparation of an individualize program emphasizing three areas of Professional Studies:
  - the relation of education and work,
  - teaching learners with special needs and
  - research and evaluation.

The required courses for this option are: PROF-300, PROF-330, PROF-410, PROF-411, PROF-412, PROF-413, PROF-420 or PROF-421 or PROF-422, PROF-456 or PROF-460 or PROF-461 or PROF-462, PROF-418 or PROF-485. This option requires foundation and occupational coursework as determined by the State Board of Examiners for Vocational Teachers and in consultation with a Professional Studies Department Academic Advisor.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

INSTRUCTORS

HIRED 2005 - 2006

Amidon, Tucker	English
Brown, Amanda	Mathematics
Brown, Jami	Sociology
Burnett, Sarah	Early Childhood Studies
Byun, John	Music
Chaks, Leslie	Counseling & Learning Disabilities
Elton, William	Physical Education
Galicia, Felipe	Biology
Gutierrez, Edgar	History
Herrick, Scott	Biology
Heyde, Marilynn	Dental Hygiene
Ishihara, Chie	Business Administration
McCarron, James	Physical Education
Moore, Frankie	Student Activities
Nelson, Lisa	English
Pessah, Samuel	Italian/French
Phelps, William	Geology
Quinto, Bonavita	Spanish/Speech Pathology
Sanchez, Marc	Chemistry
Shirinian, Margarita	English as Second Language
Spangler, Jason	English
Taube, Rhonda	Art History
Thompson, Eric	Sociology
Torre, Sandra	Office Administration
Truttmann, Leo	Chemistry
Wiggs, Micherri	Speech Communication
Willie, Darlene	Cosmetology
Wyckoff, Charles	Business Administration
Zapata, Valarie	English



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

INSTRUCTORS

HIRED 2004 -2005

Bader, Melissa	English
Bernier, Daniel	Chemistry
Carter, Thatcher	English
Flyr, Mary	Early Childhood Studies
Fontaine, Robert	Emergency Medical Services
Gall, Nancy	Photography
Gutierrez, Monica	Biology
Johnson, Fen	Mathematics
Knecht, Jasminka	Music
Nabours, Kathy Jo	Mathematics
Parks, Jason	Mathematics
Reid, Miguel	English as a Second Language
Schaadt, Beverlyann	Mathematics
Smith, John D	Physical Education
Tsai, I-Ching	Music
White, Virginia A	Biology

HIRED 2003-2004

Brewster, Steven	Library Services
Chacon, Rosina	Counseling
Moore, Paul	Library Services
Nollette, Christopher	EMS/Paramedic Program
Zwart, Gail	Business Administration

ASSISTANT PROFESSORS - FIRST YEAR

Andacheh, Khalil	Sociology
Banks, James	Human Services
Beck, Rex	Business Administration
Bemis, Chad	Mathematics
Brown, Ellen	Counseling
Carreras, Sofia	Dance
Casolari, Amber	Economics
Cerwin-Bates, Stacey	Reading
Cryder, Michael	Biology

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

ASSISTANT PROFESSORS - FIRST YEAR - cont.

Fontana, Sandra E	American Sign Language
Herzig, Paul	Computer Information Systems
Hitchcock, Dominique	Spanish
Huang, Shufen	Mathematics
Lesser, Donna	Dental Hygiene
Matsos, Peter	Psychology
Metcalf, Kim	Early Childhood Studies
Rodriguez, Nicholas	Cosmetology
Smith, Heather	Biology
Thetford, Teresa	Physician Assistant
VantHul, Tammy	Nursing
Whelchel, Pamela	Mathematics

ASSISTANT PROFESSORS - SECOND YEAR

Balent, Amy	Art
Barboza, Matthew	Computer Information Systems
Bhattacharya, Debadarshi	Physics
Biancardi, Fabian	Political Science
Bonzoumet, Nikki	Physical Education
Bowen, Douglas	English as a Second Language
Brown, Scott A	Counseling (DSPA)
Campbell, Dorothy	Spanish
Cheney, James	Physics
Christiansen, Jill	Nursing
Cramm, Kenneth	Mathematics
Curtis, Peter	Music
Daddona-Moya, Michelle	Physical Education
DeGuzman, Joseph	Mathematics
Douglass, Kelly	English
Forlenza, Gerard	History
Frewing, Janet	Mathematics
Garcia, Hayley	Library Services
Jew, Robert	Art
Jimenez, Gary	Counseling
Johnson, Brian	Mathematics
Kennedy, Stephen	Automotive Technology
Lewis, Mark	Speech Communications

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

ASSISTANT PROFESSORS - SECOND YEAR - cont.

Lowry, Stephanie	Nursing
Mills, David	English
Morrill, Cynthia	English
Mowrey, Jodi	American Sign Language
Nelson, Lee	Nursing
Okamura, Cindy	English
Pacheco, Maria	Counseling
Pfeifle, Ann	History
Reynolds, Joseph	Counseling
Rocco, Christopher	Humanities
Seniguar, John	Cosmetology
Slocum, David	Auto Technology
St. Peters, Susan	English
Terrill, Sharon	Speech Communications
Ulloa, Yuri	Automotive Technology
Worsham, Patricia	Business Administration

ASSISTANT PROFESSORS - THIRD YEAR

Amezquita, Anna Marie	English
Burchett, Gregory E	Biology
Clark, Ross G	Graphics/Multimedia
Cregg, James G	Computer Information Systems
Drake, Sean D	Mathematics
Dumer, Olga	English as a Second Language
Freitas, Siobhan S	Chemistry
Gage, George W	Spanish/Community Interpretation
Gibbons-Anderson, Joan L	Speech Communication
Haines, Mark A	Dance
Howard, Lisa K	Nursing
Julian, Jodi L	Theater
Kreitner, Lani K	English
Lehr, Janet L	Office Administration
Makin, Deborah	Political Science
Masterson, Romulus A	Philosophy
Pena, Larry A	Counseling
Ramos, Rosa	Counseling

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

ASSISTANT PROFESSORS - THIRD YEAR - cont.

Sloniger, Mitzi A	Reading
Thomas, Jim W	Construction Technology
Tschetter, Sheryl L	English
Tutor, Patricia T	Nursing
Westbrook, Peter A	Cosmetology
Yates, Sharon L	Early Childhood Studies

ASSISTANT PROFESSORS

Burris, Robert F	Air Conditioning
Cordier, Gerald W	Drafting
Mariscal, Barbara A	Cosmetology
O'Connell, Paul L	Auto Technology
Rodman, Richard A	Auto Tech
Tedesco, August D	Telecommunications
Warren, Roger R	Cosmetology

ASSOCIATE PROFESSORS

Acharya, Surekha	English
Alexander, Douglas D	Counseling (DSPS)
Allen, Thomas C	English
Almquist, David L	Physical Education
Amrich, Michael J	Chemistry
Anderson, Kristine R	English
Anguiano, Joe	English
Armstrong, Sally A	Art
Avila, Patricia G	Counseling
Baker, David B	Sociology
Barnes, Micheal E	Counseling
Baxter, Mary W	Counseling
Beckstrom, Douglas A	Dental Technology
Bhatia, Shailesh D	Computer Information Systems
Binam, Janis Y	Anthropology
Blair, Scott C	Astronomy
Boelman, Peter H	Economics
Briggs, Cordell	English
Brockenbrough, Celia S	Library Services
Brooks, Kathryn S	Biology

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

ASSOCIATE PROFESSORS - cont.

Brose, Friedrich K	Library Services
Brotherton, Catherine J	Computer Information Systems
Brown, Danette	Physician Assistant
Brown, Timothy C	Reading
Brown, William C	PE & Counseling
Bufalino, Patricia M	Healthcare Technician
Cazares, Deborah	Early Childhood Studies
Cavers-Huff, Dasiea Y	Philosophy
Chaks, Michael S	Accounting
Chatterjee, Achinta K	English
Chenoweth, Rita P	Dance
Chung, Elisa H	Math
Clark, Daniel	English
Cluff, Michael J	English
Colapinto, Eileen	Counseling
Colucci, Marie T	Nursing
Conrad, Diane M	Speech Communication
Coverdale, John P	Computer Information Systems
Crasnow, Sharon L	Philosophy
Dassow, Arturo G	Counseling
Davin, Richard P	Administration Of Justice
Dean, Leslie E	Geography
DiBenedetto, Tammy E	English
Dieckmeyer, Diane	Reading
Dierdorff, Joanne G	Dance
Duran, Jose A	Business Administration/CIS
Eckstein, Joseph G	Geography
Elder, Gregory	History
Farrar, Carol A	Psychology
Farris, Katheryn M	Physical Education
Fawson, Evangeline O	Nursing
Finner, Richard P	Graphics Technology
Flick, Arend J	English
Fontana, Sandra E	American Sign Language
Fry, Maureen E	Reading
Garcia, Carlos M	Engineering
Garcia, Steven A	English

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

ASSOCIATE PROFESSORS - cont.

Georgakakos, John H	Chemistry
Gibbs, Travis R	Psychology
Gillins, Sharon P	Telecommunications
Gobatie, Cynthia D	Philosophy
Graham, Douglas E	Student Activities
Haghighat, Dariush	Political Science
Hall, Barbara A	Anthropology
Hall, Deborah M	Student Activities
Hall, Lewis E	Computer Information Systems
Haugh, Judy	Counseling
Havener, Kathy	Nursing
Hill, Jimmie	Counseling
Honore, Cheryl A	Accounting
Hopkins, John W	Art
Horn, Stephen L	Art
Howard, Lin D	English
Humble, Dina	Music
Ingham, Susan	English
Hunt, Glenn	Mathematics
Issa, Ali	Biology
Jackson, Henry L	Welding
Jeter, Charlene D	Counseling (EOPS)
Jiang, George Z	English as a Second Language
Judon, LaNeshia R	Business Administration
Keiser, Terry L	Graphics Technology
Kelly, Kathryn E	Spanish
Kime-Hunt, Ellen	Chemistry
Kinser, Anita	Nursing
Knipe, Theodore	Psychology
Kobzeva-Herzog, Elena V	Spanish
Kollitz, Janice A	English
Kross, Carolyn	Nursing
Kyriakos, Stephany	History
LaCava, Wilma K	Nursing
Legner, Mary M	Mathematics
Lehr, Mark E	Computer Information Systems
Leifer, Gloria	Nursing

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

ASSOCIATE PROFESSORS - cont.

Leung, Juliana B	Art
Lipkin, Ellen	Microbiology
Locke, Gary G	Music
Lomayesva, Dwight M	History
Loomis, Rebecca L	Anatomy/Physiology
Lovelace, Allan K	Journalism
Loveridge, Kelly	Counseling
Lowden, Clara I	Physical Education
Lyons, Ann Marie	Mathematics
MacDougall, Diana E	American Sign Language
Mahon, Richard D	Humanities
Marsh, Diane F	Chemistry
Mason, Dayna	Art
Mayse, Kevin	Music
McLeod, Scott W	Computer Information Systems
McQuead, Michael	Computer Information Systems
Mercado, Rosario	Spanish
Meyer, Michael T	English
Middleton, Delores E	Physician Assistant
Mills, Susan	Mathematics
Miter, Carol A	English
Montano, Michael	Math
Moody, David S	Math
Morales, Herbert O	Math
Morrison, James V	Biology
Namekata, James	Math
Nelson, David W	Theater Arts
Ng, Rebecca P	Library Services
Ogata, Lorraine	Reading
O'Neill, Terrence J	Physics
Osgood-Treston, Brit R	English
Parker, Alfred L	History
Pavlis, Bonnie J	English
Payan, David A	Counseling
Perhamus, Judith D	Computer Information Systems
Pfenninger, Michele A	English
Pietro, John D	Mathematics

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

ASSOCIATE PROFESSORS - cont.

Pisa, Sheila S	Mathematics
Prior, Robert H	Mathematics
Richard, Charles K	Music
Robles, Andy	Math
Robson, Susan L	Nursing
Rogers, Dennis A	Physical Education
Romero, Clarence	Psychology
Rosario, John A	Anatomy/Physiology
Rowe, Phyllis L	Nursing
Ruiz, Rogelio	Mathematics
Ruiz, Ronald M	Psychology
Salcedo, Fernando F	Spanish
Sandoval, Christine N	English
Sarkis, Rosemarie	French
Saxon, Kathleen L	Mathematics
Schall, Janice M	Sociology
Schinke, Ward B	Political Science
Schutte, Donna K	Nursing
Scileppi, Patricia A	Speech Communications
Sell, Kathleen M	English
Semonella, Joan L	Speech Communications
Shaw, Terrance B	Biology
Sigloch, Steven M	Physical Education
Skiba, Karin S	Art
Smith, Deborah J	Mathematics
Smith, Katie M	Reading
Solorzano, Diane M	English
Stearns, Frank W	Business/Accounting
Sternburg, Charles F	Anatomy/Physiology
Stevens, Walter C	Theater Arts
Stoabs, Carla M	English as a Second Language
Stone, Rachel	American Sign Language
Stonebreaker, Linda A	Reading
Suzuki, Takashi	Japanese
Thompson, Oliver	Administration of Justice
Thompson-Eagle, Elisabeth	Biology
Titus, Patrick W	Counseling



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC RANK 2006-07

ASSOCIATE PROFESSORS - cont.

Tjandra, Margaret C	English as a Second Language
Urquizu, Linda L	Library Services
Wagner, Thomas R	Business Administration
Wales, Edward T	Engineering
Waxman, David	Physical Education
Webster, Diana D	Business Administration
White, Auston E	Adminstration Of Justice
Wicken, Ingrid P	Physical Education
Wilcoxson, Don L	Business Administration
Williams, Edward A	English
Wimer, Beverly D	Physical Education
Woods, Kristi J	History
Yglecias, Elizabeth	Counseling
Yoshino, Ron W	History
Young, John T	Economics
Yount, Gwendolyn A	Spanish

PROFESSORS

Pardee	Ronald
Pleasants	Joan

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Antoinette Rowell	Clerical, Substitute	03/01/06-04/30/06	14-1
Kristina Six	Clerical, Substitute	03/06/06-05/01/06	16-1
Francisco Vazquez, Jr.	Clerical, Substitute	03/01/06-04/30/06	14-1
Eric Bluit	Custodian, Substitute	03/15/06-06/30/06	13-1
Adolfo Canchola Herrera	Custodian, Substitute	03/15/06-06/30/06	13-1
Francisco Rosas	Groundsperson, Substitute	11/15/05-06/30/06	14-1
Raymond Robbins, II	Sr. Toolroom Attendant, Sub.	02/16/06-06/30/06	16-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Jerri McIlhagga	Accompanist III	02/20/06-06/30/06	15.00/hour
Lorraine Aguilar	Community Service Officer	02/01/06-06/30/06	14.00/hour
Dannee Evans	Community Service Officer	04/01/06-06/30/06	14.00/hour
Damien Smith	Community Service Officer	02/01/06-06/30/06	14.00/hour
Theresa Martinez	Contract Trainer V	02/21/06-06/30/06	50.00/hour
Eric Bluit	Custodial Assistant	03/15/06-06/30/06	12.50/hour
Adolfo Canchola Herrera	Custodial Assistant	03/15/06-06/30/06	12.50/hour
Jasmine Cortez	Educational Assistant	02/13/06-06/30/06	6.75/hour
Brett Nelson	Evaluator, AOJ	03/01/06-06/30/06	10.00/hour
Zachary Foy	Food Service Assistant	03/14/06-06/30/06	9.00/hour
Tralaunie Jenkins	Food Service Assistant	03/22/06-06/30/06	9.00/hour
Maria Martinez	Food Service Assistant	02/09/06-06/30/06	9.00/hour
Whitney Wilczynski	Grant Project Technician	03/20/06-06/30/06	20.00/hour
Francisco Rosas	Groundsperson Assistant	11/15/05-06/30/06	13.00/hour
Bryan Mesina	Instructional Aide II	03/10/06-06/30/06	7.25/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>
Huda Abdelmageed	Instructional Aide III	03/10/06-06/30/06	8.75/hour
Urmila Patel	Instructional Aide III	03/10/06-06/30/06	8.75/hour
Sara Rojas	Instructional Aide III	03/10/06-06/30/06	8.75/hour
Kenneth Shockley	Instructional Aide III	02/21/06-06/01/06	8.75/hour
Maria Herreria	Interpreter I	02/13/06-06/30/06	11.00/hour
Luis Fornari	Lab Aide II	02/13/06-06/08/06	10.00/hour
Larynda Huckaby	Lab Aide II	04/30/06-06/30/06	10.00/hour
April Coke	Office Assistant I	04/10/06-06/30/06	9.00/hour
Andy Contreras	Office Assistant I	03/20/06-06/30/06	9.00/hour
Gloria Evans	Office Assistant I	07/01/05-06/30/06	9.00/hour
Doretha Fort	Office Assistant I	04/03/06-06/30/06	9.00/hour
Carlos Gaona	Office Assistant I	04/10/06-06/30/06	9.00/hour
Andrew Graham	Office Assistant I	01/03/06-06/30/06	9.00/hour
Amber Howser	Office Assistant I	02/15/06-06/30/06	9.00/hour
Victor Miceli, II	Office Assistant I	03/03/06-06/30/06	9.00/hour
Cherie Rivas	Office Assistant I	03/01/06-06/30/06	9.00/hour
Laura Saldana	Office Assistant I	04/01/06-06/30/06	9.00/hour
Belia Salgado de Fuentes	Office Assistant I	04/01/06-06/30/06	9.00/hour
Anthony Albrecht	Office Assistant II	03/13/06-06/30/06	10.50/hour
Steven Gonzalez	Office Assistant II	03/01/06-06/30/06	10.50/hour
Elizabeth Kazsuk	Office Assistant II	02/01/06-06/30/06	10.50/hour
Daniel Lambros	Office Assistant II	03/13/06-06/30/06	10.50/hour
Linda Martinez	Office Assistant II	09/26/05-06/30/06	10.50/hour
Aron Villanueva	Office Assistant II	02/01/06-06/30/06	10.50/hour
Jessica Aldasoro	Office Assistant IV	03/01/06-06/30/06	14.00/hour
Nkeiru Lauren Anugwom	Office Assistant IV	03/20/06-06/30/06	14.00/hour
Froke Blessum	Office Assistant IV	01/01/06-06/30/06	14.00/hour
Olayide Coston	Office Assistant IV	04/03/06-06/30/06	14.00/hour
Sandra Tapia	Office Assistant IV	03/01/06-06/30/06	14.00/hour
Kourtney Aboudora	Office Clerk	03/03/06-06/30/06	7.00/hour
Lillianna Gomez	Office Clerk	03/04/06-06/30/06	7.00/hour
Marcela Taboada	Office Clerk	10/25/05-06/30/06	7.00/hour
Johnny Vongdeuane	Operations Clerk	01/10/06-06/30/06	7.50/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>
Joshua Duran	Publicist Trainee	12/16/05-06/30/06	6.75/hour
Beverly Beltram	Registered Nurse III	03/01/06-06/30/06	35.00/hour
Jeffrey Taylor	Stage Technician II	03/01/06-06/30/06	7.50/hour
Joan Llana	Technical Director	02/01/06-03/30/06	12.65/hour
Elias Tedesco	Technical Director	02/01/06-06/30/06	12.65/hour
Victor Hernandez	Theater Production Technician	03/01/06-06/30/06	9.25/hour
Precious Ighodaro	Tutor II	02/15/06-06/30/06	8.00/hour
John Paul Perez	Tutor IV	02/13/06-06/30/06	10.00/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
Abdou Rahmani, Adjaratou	Student Worker	Tutorial Services - RIV	03/27/06	19-4
Abernathy, Cleven	Student Worker	Art Gallery - RIV	03/27/06	19-4
Bunting, Michael	Student Worker	College Safety & Police - NOR	03/02/06	19-4
Cameron, Jeremy	Student Worker	Outreach - RIV	03/22/06	19-4
Chern, Eddie	Student Worker	College Safety & Police - RIV	03/01/06	19-4
Cifuentes-Lardez, Nolwen	Student Worker	English Writing Center - RIV	03/22/06	19-4
Cornejo, Jose	Student Worker	Mathematics - RIV	03/01/06	19-4
Cunningham, Kristin	Student Worker	Art - RIV	03/16/06	19-4
Curiel, Adriana	Student Worker	English Writing Center - RIV	03/27/06	19-4
Delatorre, Rudy	Student Worker	Tutorial Services - RIV	03/27/06	19-4
Espinoza, Demetria	Student Worker	English Writing Center - RIV	03/17/06	19-4
Flores, Ramon	Student Worker	Tutorial Services - NOR	03/09/06	19-4
Gonzalez, Pablo	Student Worker	Tutorial Services - MOV	03/17/06	19-4
Guevara, Jonathan	Student Worker	Student Services - MOV	03/17/06	19-4
Gunaratne, Pathirage	Student Worker	College Safety & Police - NOR	03/22/06	19-4
Harvey, Stephanie	Student Worker	Library - MOV	03/16/06	19-4
Hernandez, Francisco	Student Worker	AV Labs & Services - MOV	03/27/06	19-4
Huizar, Manuel	Student Worker	College Safety & Police - RIV	03/01/06	19-4
Johnston, Jason	Student Worker	Tutorial Services - RIV	03/27/06	19-4
Kelley, Tyler	Student Worker	Tutorial Services - RIV	03/27/06	19-4
Labrada, Johathan	Student Worker	Tutorial Services - RIV	03/01/06	19-4
Lee, Hsaio-Ting	Student Worker	Tutorial Services - RIV	03/27/06	19-4
Ludmer, Mariana	Student Worker	Tutorial Services - RIV	03/02/06	19-4
Mametkuliyeu, Muhamed	Student Worker	Tutorial Services - RIV	03/22/06	19-4
Manoukian, Mana	Student Worker	AV Labs & Services - NOR	03/27/06	19-4
Martin, Remy-James	Student Worker	AV Labs & Services - RIV	02/24/06	19-4
Marton, Donna	Student Worker	Art - RIV	03/22/06	19-4
Pate, Jordon	Student Worker	Tutorial Services - NOR	03/09/06	19-4
Peters, Jack	Student Worker	College Safety & Police - RIV	03/09/06	19-4
Pinedo, Daniel	Student Worker	AV Labs & Services - RIV	03/16/06	19-4
Quilatan, Amber	Student Worker	Tutorial Services - MOV	03/01/06	19-4
Rahman, Mohammad	Student Worker	Mathematics - RIV	02/13/06	19-4
Richardson, Joshua	Student Worker	Outreach - RIV	03/22/06	19-4
Rodriguez, Mayra	Student Worker	Library - NOR	03/09/06	19-4
Rodriguez, Ronald	Student Worker	BEIT - NOR	03/27/06	19-4
Rodriquez Escobedo, Erick	Student Worker	English Writing Center - RIV	03/16/06	19-4
Sanchez, Lynnette	Student Worker	AV Labs & Services - RIV	03/01/06	19-4

Sawatri, Setsuko	Student Worker	Tutorial Services - RIV	03/27/06	19-4
Shelton, Karen	Student Worker	Information Systems & Tech - RIV	03/16/06	19-4

DISTRICT FUNDS - CONTINUED

NAME	POSITION	DEPARTMENT	DATE	RANGE
Shinohara, Terue	Student Worker	Tutorial Services - RIV	03/27/06	19-4
Sorour, Ragya	Student Worker	English Writing Center - RIV	03/22/06	19-4
Stockton, Heather	Student Worker	Dance - RIV	02/02/06	19-4
Swan, Mary	Student Worker	Tutorial Services - MOV	03/01/06	19-4
Underwood, Timothy	Student Worker	Tutorial Services - MOV	03/09/06	19-4
Walker, Adam	Student Worker	Tutorial Services - RIV	03/27/06	19-4
Wilcher, Marcus	Student Worker	Fine & Performing Arts - RIV	03/16/06	19-4
Wood, Joshua	Student Worker	College Safety & Police - RIV	03/01/06	19-4
Wu, Yiyong	Student Worker	Tutorial Services - RIV	03/27/06	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Avina, Laura	Student Worker	Early Childhood Studies - RIV	03/22/06	19-4
Hawk, Era	Student Worker	Early Childhood Studies - NOR	03/22/06	19-4
Pierre, Rivelino	Student Worker	Athletics - Basketball - RIV	03/02/06	19-4
Smith, Sharron	Student Worker	Outreach - RIV	03/02/06	19-4
Washington, Daryl	Student Worker	College Safety & Police - RIV	03/22/06	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: April 18, 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 \$6,165,705.39 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 71468-74244) totaling \$8,257,305.27 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$6,165,705.39 and District Warrant Claims totaling \$8,257,305.27.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0001249	41	Facilities	Higginson+Cartozian Architects, Inc	Architect's Fees	15,400.00
P0001253	12	Chemistry	Midac Corporation	Repairs - Parts	2,000.00
P0001291	12	Campus Student Services	USA Bus Charter	Other Travel Expenses	3,500.00
P0001345	11	School of The Arts	Freeway Business Park Investors, LLC	Rents and Leases	6,752.00
P0001366	11	Academy	FedEx Kinko's	Copying and Printing	5,500.00
P0001383	11	Administrative Support Center	United States Postal Service	Postage	4,000.00
P0001413	12	VTEA	Teclsmith Corporation	Computer Equipment Maint/License	1,133.00
P0001474	12	Matriculation	DThomas, Deborah	Conferences	1,011.57
P0001479	12	VTEA	Perhamus, Judith D.	Conferences	2,780.00
P0001481	11	Facilities	Bearcom	Equip Additional \$200-\$4999	1,428.23
P0001482	11	Facilities	Golf Ventures West, LLC	Equip Additional \$200-\$4999	6,879.84
P0001500	11	Health, Human & Public Services	Regents - UC	Professional Services	6,000.00
P0001501	12	Workforce Preparation	Sunline Transit Agency	Transportation/Bus Passes	1,000.00
P0001506	12	VTEA	How Design Conference	Conferences	1,125.00
P0001507	11	Counseling	Roadways International Inc.	Transportation Contracts	1,885.00
P0001519	11	Counseling	Holiday Inn	Other Travel Expenses	1,132.76
P0001521	12	Performing Arts	Professional Audio Systems Inc.	Equip Replacement \$200-\$4999	1,387.82
P0001526	12	VTEA	Vito, Ronald	Conferences	1,517.80
P0001529	11	Facilities Norco	Terminix	Other Services- Pest Control	3,000.00
P0001530	12	Library	Thomson West	Books/New and Expanded Library	1,500.00
P0001531	12	Campus Student Services	Office Depot	Other Supplies	2,000.00
P0001541	12	Library	Troxell Communications, Inc.	Other Supplies	3,803.58
P0001557	11	Performing Arts	Maxima Travel	Other Travel Expenses	6,666.00
P0001559	11	Library	Deil Computers	Other Supplies	1,245.73
P0001562	11	Board of Trustees	Community College League of Ca	Other Services-Policies & Procedures Services	4,750.00
P0001565	12	Dean of Education	Office Depot	Other Supplies	2,500.00
P0001574	12	CITD	Williamson, Jeffrey	Conferences	3,935.00
P0001575	12	Dean of Education	Whitaker-Meneses, Debbie	Conferences	1,026.62
P0001576	11	Associate VC, Instruction	Thomas, Sylvia	Conferences	1,143.32
P0001577	41	Administration & Finance	Land America Commonwealth	New Buildings	4,180,000.00
P0001581	11	Performing Arts	Zalkind, Larry	Professional Services	1,500.00
P0001582	12	CITD	State of California	Advertising	1,000.00
P0001588	11	Athletics	RCC Revolving Fund	Other Travel Expenses	1,280.00
P0001589	11	Athletics	RCC Revolving Fund	Other Travel Expenses	3,082.24
P0001590	11	Applied Technology	Office Depot	Instructional Supplies	1,120.00
P0001591	41	Administration & Finance	Land America Commonwealth	New Buildings	8,639.63
P0001605	11	Academic Affairs	EDA Culinary Academy	Other Supplies	1,233.02



Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0001609	61	Risk Management	Hampton Tedder Electric Co., Inc.	Repairs - Parts	24,763.95
P0001612	12	Provost	Parks, Jason	Conferences	1,078.69
P0001615	12	Matriculation	DTThomas, Deborah	Conferences	2,170.47
P0001616	12	Provost	De Guzman, Joseph	Conferences	1,107.80
P0001618	12	Open Campus	Foundation of California	Conferences	1,500.00
P0001623	41	Facilities	Cabral Roofing and Waterproofing	Remodel Projects	54,461.00
P0001627	11	Physical Science	Enterprise Rent-A-Car	Transportation Contracts	2,632.14
P0001629	12	VTEA	Elsevier Health Science	Lecturers	2,570.00
P0001631	11	Academic Affairs	Valley Printers, Inc.	Printing Class Schedule	23,801.14
P0001632	12	Disabled Student Services	AT Kratter & Company, Inc.	Computer Equipment Maint/License	3,232.50
P0001637	12	Campus Student Services	Real Inspiration, Inc.	Lecturers	2,300.00
P0001643	12	Provost	Troxell Communications, Inc.	Equip Additional \$200-\$4999	1,429.85
P0001647	12	Open Campus	Newsbank	Instr Media Material	1,100.00
P0001648	41	Facilities	Higginson+Cartozian Architects, Inc	Architect's Fees	19,000.00
P0001653	11	Facilities	Contract Carpet	Remodel Projects	1,385.00
P0001654	11	Facilities Norco	AMP Mechanical, Inc.	Repairs - Parts	2,500.00
P0001655	11	Facilities Norco	Fineline Interiors Inc.	Repairs - Parts	1,323.00
P0001656	11	Allied Health	Sehi Computer Products, Inc.	Software <\$200	1,592.55
P0001658	11	Human Resources	Sehi Computer Products, Inc.	Comp Equip Replacement \$200-\$4999	4,035.17
P0001662	12	Counseling	Hewlett-Packard Company	Comp Equip Additional \$200-\$4999	2,090.36
P0001676	12	Counseling	Troxell Communications, Inc.	Equip Additional \$200-\$4999	2,433.02
P0001677	12	Counseling	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,507.42
P0001683	11	International Students	Hobsons, Inc.	Advertising	16,000.00
P0001685	11	Library	Thomas Paton & Associates	Computer Equipment Maint/License	2,373.95
P0001686	11	Library	Thomas Paton & Associates	Computer Equipment Maint/License	1,427.99
P0001688	12	Matriculation	Fineline Interiors Inc.	Fixtures & Fixed Equipment	1,925.00
P0001689	61	Risk Management	Advanced Electrical Contracting Inc	Repairs - Parts	4,279.00
P0001698	12	EOPS	Office Depot	Equip Additional \$200-\$4999	3,035.15
P0001699	11	Human Resources	Corporate Express	Equip Additional \$200-\$4999	2,625.63
P0001701	11	Life Sciences	Ward's Natural Science Estab	Instructional Supplies	1,205.65
P0001703	12	CTTD	Regents - UC	Other-Expansion of Services Trade in Ca	35,000.00
P0001716	12	International Students	Dell Computers	Comp Equip Additional \$200-\$4999	3,889.97
P0001718	11	Human Resources	Office Depot	Other Supplies	1,000.00
P0001720	12	Facilities	S & S Grading and Paving, Inc.	Construction Contract	13,250.00

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0001721	12	Facilities	D & N Sealing Co.	Construction Contract	14,400.00
P0001723	11	Information Services	Unitek Information, Inc.	Conferences	7,590.00
P0001728	12	EOPS	Miracle Springs Resort & Spa	Other Travel Expenses	2,138.40
P0001732	12	VTEA	Pardee, Ron	Conferences	1,410.00
P0001735	32	Food Services	State Board of Equalization	Sales Tax	2,008.00
P0001736	12	Health Services	Quest Diagnostic	Other Services-Lab Services	2,000.00
P0001758	12	Campus Student Services	Wilkins, Janice	Other Travel Expenses	1,335.60
P0001771	11	Physical and Life Sciences	Ward's Natural Science Estab	Instructional Supplies	4,894.18
P0001772	11	Physical and Life Sciences	Fisher Scientific	Instructional Supplies	9,605.23
P0001773	11	Performing Arts	Japan Travel Bureau	Other Travel Expenses	6,355.20
P0001777	11	Information Services	Storage Networking Technologies, Inc.	Computer Equipment Maint/License	16,380.00
P0001782	11	Facilities	Higginson+Cartozian Architects, Inc	Architect's Fees	3,000.00
P0001785	11	Information Services	NEC Unified Solutions, Inc.	Other Travel Expenses	2,500.00
P0001787	41	Facilities	Mariposa Horticultural Enterprises	Other Services-Magnolia Tree Removal	14,730.00
P0001796	11	Facilities	Fresh Air Environmental Services	Remodel Projects	19,400.00
P0001816	12	VTEA	Sigmanet, Inc.	Comp Equip Additional \$200-\$4999	7,492.46
P0001817	12	VTEA	Dell Computers	Comp Equip Additional \$5000 >	17,619.71
P0001819	12	VTEA	TSI, Inc	Equip Additional \$5000 >	8,371.75
P0001820	12	VTEA	Reille Consulting Group, Inc.	Other Services-Survey of Business Training Needs	5,800.00
P0001821	12	VTEA	Dell Computers	Comp Equip Additional \$200-\$4999	1,759.45
P0001823	12	VTEA	Proquest Information and Learning	Instr Media Material	9,950.00
P0001824	12	VTEA	Hoovers, Inc.	Instr Media Material	4,390.00
P0001825	12	VTEA	Thomson West	Instr Media Material	16,259.25
P0001829	11	Athletics	Country Inn	Other Travel Expenses	2,613.60
P0001837	11	Facilities	Contract Carpet	Remodel Projects	3,570.02
P0001838	11	Facilities	Contract Carpet	Remodel Projects	3,521.19
P0001841	12	VTEA	National Pen Company	Other Supplies	3,000.00
P0001842	12	VTEA	Concept Media	Computer Equipment Maint/License	6,803.70
P0001843	12	VTEA	JTSC	Comp Equip Additional \$5000 >	87,204.75
P0001844	12	VTEA	Rocky Mountain Images, Inc.	Other Supplies	2,402.83
P0001846	12	Admissions & Records	Sehl Computer Products, Inc.	Comp Equip Replacement \$200-\$4999	4,265.87
P0001848	12	Admissions & Records	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	3,532.05
P0001853	12	VTEA	Thomas Paton & Associates	Instructional Supplies	6,001.68
P0001856	11	Public Affairs & Institutional Advancement	Synergistic Mailing Services	Advertising	1,198.00
P0001857	11	Admissions & Records	Perfect Form Business Services, Inc	Copying and Printing	1,859.66

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0001860	11	RCCD Foundation	RCCD Foundation	Consultants	11,614.28
P0001861	12	VTEA	Kross, Sue	Conferences	1,344.10
P0001863	12	VTEA	Meds Publishing	Computer Equipment Maint/License	7,448.00
P0001864	12	VTEA	Amazon.Com Credit	Reference Books	5,000.00
P0001867	12	Workforce Preparation	RCC Revolving Fund	Rents and Leases	1,200.00
P0001872	12	Provost	CDW-G	Comp Equip Additional \$200-\$4999	3,557.56
P0001874	12	VTEA	Community College League of	Instr Media Material	4,740.00
P0001875	12	Provost	Dell Computers	Comp Equip Additional \$200-\$4999	15,830.92
P0001878	11	Information Systems & Technology	Sehi Computer Products, Inc.	Other Supplies	1,281.69
P0001879	12	VTEA	Henry Schein Inc.	Equip Additional \$5000 >	18,905.90
P0001885	11	Customized Solutions	Office Depot	Other Supplies	1,000.00
P0001887	11	RCCD Foundation	Office Depot	Other Supplies	1,000.00
P0001890	11	Facilities	Don La Force Associates, Inc.	Repairs - Parts	4,100.00
P0001893	11	Facilities	LGP Engineering & Construction Inc.	Repairs - Parts	4,400.00
P0001897	11	Social & Behavioral Sciences	Office Depot	Instructional Supplies	1,472.99
P0001903	12	VTEA	J Staal Enterprises LLC	Equip Additional \$200-\$4999	5,772.00
P0001904	12	VTEA	Henry Schein Inc.	Equip Additional \$5000 >	1,917.29
P0001905	11	Business, Engineering & Information Tech	GS Direct, Inc	Instructional Supplies	3,552.44
P0001912	11	Provost	A M Leonard Inc.	Grounds/Garden Supplies	3,521.35
P0001914	12	Workforce Preparation	SVM, LLP	Transportation/Bus Passes	2,602.45
P0001917	11	Physical and Life Sciences	Biocam Communications, Inc.	Instructional Supplies	1,023.50
P0001920	11	Physical and Life Sciences	Getinge/Castle, Inc.	Instructional Supplies	1,477.25
P0001929	11	Allied Health	National League For Nursing	Conferences	1,267.50
P0001931	11	Business, Engineering & Information Tech	Thomas Paton & Associates	Instructional Supplies	1,356.88
P0001933	11	Facilities	Don La Force Associates, Inc.	Repairs - Parts	1,000.00
P0001934	11	Performing Arts	Black Sheep Enterprises	Fixtures & Fixed Equipment	5,368.00
P0001948	12	Disabled Student Services	CDW-G	Comp Equip Additional \$200-\$4999	3,900.68
P0001950	12	BOPS	Weldon, Williams & Lick	Meal Grants	1,003.30
P0001954	11	Academy	Riverside County Sheriffs Dept	Other Services-Contract Continuity Officer	53,300.00
P0001959	12	Workforce Preparation	Island Advertising Specialties	Advertising	1,065.37
P0001962	11	Facilities	Thyssenkrupp Elevator	Repairs - Parts	1,014.00
P0001966	12	VTEA	Airdraulics	Equip Additional \$5000 >	9,445.00
P0001967	11	Information Services	Dartware, LLC	Comp Equip Replacement \$200-\$4999	1,478.33
P0001970	41	Facilities	Division of The State Architect	Architect's Fees	2,723.62
P0001971	11	Open Campus	Adney, Curtis M.	Professional Services	1,500.00

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0001982	11	Facilities Norco	Pacific Window Cleaners	Repairs - Parts	1,100.00
P0001983	11	Administration & Finance	Magnon Property Management	Other-Property Management Services	35,000.00
P0001990	12	Health Services	Kimberling, Renee	Conferences	1,950.00
P0001991	11	Academy	Marriott	Conferences	2,626.56
P0001992	12	Community & Economic Development	Orange County Business Council	Rents and Leases	9,000.00
P0001994	12	Community & Economic Development	ITTM, Inc.	Conferences	2,200.00
P0002001	11	Art	Aardvark Clay & Supplies	Equip Additional \$5000 >	7,863.00
P0002001	12	Art	Aardvark Clay & Supplies	Equip Additional \$5000 >	45,453.00
P0002002	12	Matriculation	NCS Pearson, Inc.	Equip Replacement \$5000 >	10,024.97
P0002002	12	Matriculation	NCS Pearson, Inc.	Equip Replacement \$200-\$4999	5,086.95
P0002002	12	Matriculation	NCS Pearson, Inc.	Equip Replacement \$200-\$4999	5,086.95
P0002003	11	Public Affairs & Institutional Advancement	El Taco De Oro Catering	Other Supplies	2,400.00
P0002006	11	Chancellor's Office	Rotella, Salvatore G.	Conferences-Cert. Specialists Planned Giving	1,600.00
P0002009	12	Dean of Education	Annenberg/Cpb	Instructional Supplies	1,048.95
P0002010	11	Information Services	Impex Technologies	Computer Equipment Maint/License	7,811.88
P0002012	11	Information Services	Hewlett-Packard Company	Comp Equip Additional \$5000 >	40,170.28
P0002013	11	Information Services	Impex Technologies	Comp Equip Additional \$5000 >	24,152.62
P0002014	11	Communications, Humanities, Soc Sciences	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,336.10
P0002015	11	Information Services	Element 5, Inc.	Comp Equip Additional \$200-\$4999	2,074.19
P0002019	12	CITD	Edward Mike Whatley	Conferences	1,317.76
P0002024	11	Public Affairs & Institutional Advancement	Rocky Mountain Images, Inc.	Advertising	5,870.00
P0002025	11	Information Systems & Technology	Sigmanet, Inc.	Computer Equipment Maint/License	2,580.61
P0002031	12	Campus Student Services	Hatcher, Jevon	Other Travel Expenses	1,335.60
P0002034	11	Physical and Life Sciences	Nasco Healthcare Ed Materials	Software <\$200	3,560.15
P0002040	11	Physical and Life Sciences	American Red Cross	Other-CPR Certification Fees	1,256.00
P0002044	11	Chemistry	Sargent-Welch	Instructional Supplies	1,048.85
P0002052	11	Chancellor's Office	Adams, Ruth W.	Conferences-Cert. Specialists Planned Giving	1,185.20
P0002054	12	VTEA	Ries, Richard	Conferences	2,895.00
P0002055	11	Information Services	Datatel, Inc.	Conferences	1,008.00
P0002060	12	Facilities Riverside	Wheeler Paving, Inc	Construction Contract	77,570.00
P0002060	12	Facilities Norco	Wheeler Paving, Inc	Construction Contract	44,059.00
P0002060	12	Facilities Moreno	Wheeler Paving, Inc	Construction Contract	37,840.00
P0002062	11	Academic Affairs	Carney & Delany, LLP	Legal	1,634.50
P0002064	11	Communications, Humanities, Soc Sciences	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,336.10
P0002069	12	Provost	Dieckmeyer, David	Conferences	1,015.07

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0002072	12	Campus Student Services	Hatchery, Jevon	Other Travel Expenses	1,510.00
P0002079	11	Facilities	Division of The State Architect	Conferences	1,500.00
P0002090	12	Facilities Norco	AMS Paving, Inc.	Construction Contract	14,995.00
P0002091	11	Facilities Norco	Victor Concrete	Repairs - Parts	2,500.00
P0002094	41	Facilities	City of Riverside	Other-Fire Service Plan for Parking Structure	1,500.00
P0002095	61	Risk Management	Advanced Electrical Contracting Inc	Fixtures & Fixed Equipment	2,855.00
P0002097	11	Grants & Contract Services	American Express Co.	Conferences	3,500.00
P0002099	11	Information Services	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	5,152.61
P0002100	11	Facilities	Contract Carpet	Remodel Projects	12,150.00
P0002101	11	Facilities	Express Modular Systems	Remodel Projects	12,877.00
P0002102	11	Facilities	Contract Carpet	Remodel Projects	15,421.00
P0002103	11	Facilities	Fineline Interiors Inc.	Remodel Projects	1,460.00
P0002104	11	Facilities	AMP Mechanical, Inc.	Remodel Projects	2,455.00
P0002106	11	RCCD Foundation	Office Depot	Other Supplies	1,000.00
P0002109	11	Facilities Norco	AMP Mechanical, Inc.	Repairs - Parts	2,500.00
P0002110	11	Facilities Norco	Western DC Systems	Repairs - Parts	2,400.00
P0002111	11	Facilities Norco	LGP Engineering & Construction Inc.	Repairs - Parts	2,500.00
P0002113	11	Administrative Support Center	United States Postal Service	Postage	5,000.00
P0002114	11	Administrative Support Center	United States Postal Service	Postage	20,000.00
P0002115	11	Administrative Support Center	United States Postal Service	Postage	5,000.00
P0002120	12	Student Services-Norco Upward Bound	Eagle Glen	Other-Annual Awards Banquet	4,500.00
P0002122	11	Facilities	Mike's Custom Flooring	Remodel Projects	6,940.20
P0002123	11	Facilities	Express Modular Systems	Remodel Projects	2,800.00
P0002128	12	VTEA	Reliable Office Solutions	Other Supplies	1,497.24

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and over					
P58794	41	Riv Campus - Relocatable Swing Space	John R. Byerly, Inc.	Geotechnical Engineering	2,615.37
P61026	32	Food Service	Bon Appetit	Food	2,500.00
P61027	32	Food Service	Interstate Brands Corp.	Food	2,000.00
P61028	32	Food Service	Joseph Webb Foods	Kitchen Expendables	40,000.00
P61029	32	Food Service	Ling's	Food	2,000.00
P61030	32	Food Service	Pepsi-Cola	Paper Products	20,000.00
P61031	32	Food Service	Select Produce, Inc.	Food	5,000.00
P61032	32	Food Service	Sysco Corp.	Kitchen Expendables	20,000.00
P61035	11	Production Printing	Kelly Paper Company	Purchase/Cost of Goods Sold	10,000.00
P61087	11	Logistical Services	Reliable Office Solutions	Repairs - Parts	2,000.00
P61105	11	Production Printing	Spicers Paper, Inc.	Purchase/Cost of Goods Sold	10,000.00
P61108	11	Production Printing	Dynamic Bindery, Inc.	Purchase/Cost of Goods Sold	10,000.00
P61143	11	Building Maintenance	Home Depot	Repair Parts	1,000.00
P61147	11	Building Maintenance	Refrigeration Supplies	Repair Parts	2,000.00
P61191	11	Equipment Maintenance	Grillo Filter Sales	Repair Parts	4,000.00
P61200	33	Child Development Centers	Smart & Final	Other Supplies	1,100.00
P61240	11	Vehicle Maintenance	Chevron and Texaco Card Services	Other Services-Gasoline & Car Washes	4,000.00
P61249	11	Performance Riverside	Music Theatre International	Rents and Leases	1,200.00
P61254	11	Swimming Pool	Service 1st	Repairs - Parts	3,000.00
P61343	11	Grounds Maintenance and Repairs	Home Depot	Grounds/Garden Supplies	3,283.18
P61347	11	Grounds Maintenance and Repairs	Staples, Inc.	Other Supplies	1,400.00
P61347	11	Grounds Services	Staples, Inc.	Other Supplies	500.00
P61347	11	Swimming Pool	Staples, Inc.	Other Supplies	500.00
P61358	11	Grounds Maintenance and Repairs	RSC Equipment Rental	Rents and Leases	1,059.00
P61358	11	Grounds Services	RSC Equipment Rental	Rents and Leases	1,000.00
P61364	11	Customized Training	Training Dynamics	Contract Ed Instr Supplies	4,125.00
P61365	11	Comm & Econ Development	Global Learning Partners, Inc.	Other Services-Workshop	7,000.00
P61385	11	Personnel Management	Jobephant.Com Inc.	Advertising	75,000.00
P61387	11	Personnel Management	Corporate Express	Other Supplies	2,000.00
P61414	11	Student Personnel Administration	Office Depot	Other Supplies	1,000.00
P61430	11	Admissions & Records	Reliable Office Solutions	Equip Additional \$200-\$4999	1,500.00
P61440	11	Commencement	Herff Jones	Commencement	1,000.00
P61447	11	Provost - Norco	Office Depot	Other Supplies	1,100.00
P61498	12	Instructional Support-VTEA Title I	Reliable Office Solutions	Other Supplies	1,500.00
P61521	11	Grounds Maintenance and Repairs	RSC Equipment Rental	Rents and Leases	3,050.00
P61537	11	Cosmetology and Barbering	Jazz-Z Beauty Products	Instructional Supplies	2,000.00
P61540	11	Vehicle Maintenance	Shell Oil Company	Other Transportation Supplies	1,003.54

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
P61552	12	Student Services - Stdt Svcs Grant-Trio	Costco	Other-Food & Supplies	2,755.87
P61620	12	Student Services - Upward Bound Trio	Barnes & Noble	Book Grants	4,000.00
P61624	11	Custodial Services	Patriot Packaging & Supplies	Custodial Supplies	4,739.96
P61626	11	Grounds Maintenance and Repairs	Home Depot	Grounds/Garden Supplies	1,200.00
P61636	11	Dean of Instruction - Norco	Corporate Express Imaging	Other Supplies	1,952.00
P61638	12	Provost - Norco - Instructional Equip	Office Depot	Equip Additional \$200-\$4999	1,077.49
P61681	11	Physicians Assistant	Reliable Office Solutions	Instructional Supplies	2,200.00
P61685	11	English	Corporate Express Imaging	Other Supplies	1,662.00
P61686	11	History	Office Depot	Other Supplies	1,850.00
P61692	12	EOPS- Category B - EOPS	Barnes & Noble	Book Grants	9,900.00
P61713	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	3,000.00
P61740	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	10,000.00
P61759	11	Custodial Services	Inland Lighting Supplies, Inc.	Custodial Supplies	2,000.00
P61777	11	Information Technology, General	Office Depot	Instructional Supplies	1,200.00
P61839	11	Police Academy	Reliable Office Solutions	Other Supplies	1,317.89
P61853	11	Dental Hygiene	Henry Schein Inc.	Instructional Supplies	3,000.00
P61862	11	Dental Hygiene	Reliable Office Solutions	Equip Additional \$200-\$4999	1,500.00
P61947	11	Building Maintenance	Action Door Controls, Inc.	Repairs - Parts	2,080.00
P62041	11	Art Gallery	Office Depot	Other Supplies	1,400.00
P62137	11	District Legal Services	Reid & Hellyer	Legal	21,500.00
P62151	11	Performance Riverside	NPI Production Services, Inc.	Other Services-Equity Actor Services	15,700.00
P62160	12	Customized Training - CACT	WW Grainger, Inc.	Equip Additional \$200-\$4999	6,092.55
P62193	32	Food Service	California Deli Distributors, Inc.	Food	10,000.00
P62200	32	Food Service	Super Snak Club	Food	2,500.00
P62202	32	Food Service	Culligan	Other Services	1,000.00
P62340	11	Public Services & Criminal Justice	Riverside County Information Technology	Telephone	6,221.00
P62387	11	Welding Technology	Complete Welding & Cutting Supplies	Instructional Supplies	6,000.00
P62449	11	Library	Corporate Express	Equip Additional \$200-\$4999	1,135.84
P62561	11	Comm. Educ. Classes	WHA Companies	Professional Services-Presenter	5,000.00
P62607	12	Dean of Education - Title V	Office Depot	Equip Additional \$200-\$4999	3,000.00
P62918	32	Food Service	Bryan Exhaust Service Inc.	Repairs - Parts	1,450.00
P63086	11	Foreign Languages	Lifesigns, Inc.	Other Services-Sign Language Interpreters	4,750.00
P63180	11	Vehicle Maintenance	Magnuson Tire & Wheel Svc, Inc	Repairs - Parts	1,000.00
P63417	11	Comm. Educ. Classes	Education To Go	Professional Services-Presenter	8,000.00
P63524	11	Swimming Pool	Riverside Patio 'N Pool	Repair Parts	1,000.00

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 3/01/06 thru 3/31/06

PO#	Fund	Department	Vendor	Description	Amount
P63693	11	Provost - Riverside	Corporate Express	Other Supplies	1,000.00
P63965	11	Community Ed. Classes	Balloons By Alice Lyons	Professional Services	1,200.00
P64040	11	Community Ed. Classes	Marshall Reddick Seminars	Professional Services	2,000.00
P64324	11	Building Maintenance	Best Temporary Services	Temporary Services-Plumber Labor	33,000.00
P64945	11	Warehouse	Xpedx	Purchase/Cost of Goods Sold	2,000.00
P0001055	11	Performance Riverside	Dynasty Suites Hotel	Other travel Expense	3,725.00
				Subtotal (Pages 1-6)	5,553,941.88
				Subtotal (Page 7-9)	444,545.69
				Purchase Orders \$1,000 and Over	5,998,487.57
				Purchase Orders under \$1,000	167,217.82
				Grand Total	6,165,705.39



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: April 18, 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: April 18, 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 supplies for the Campus Anniversary celebrations.		
From: Public Affairs	Advertising	\$ 1,000
To: Public Affairs	Supplies	\$ 1,000
2. Transfer to purchase supplies and equipment.		
From: Grants and Contact Services	All Other Contracts	\$ 4,533
To: Grants and Contract Services	Supplies	\$ 1,858
	Equipment	2,675
3. Transfer to reallocate the Riverside School of the Arts budget. (Fund 12, Resource 1190)		
From: School of the Arts	Mileage	\$ 400
	All Other Contracts	4,200
	Advertising	500
To: School of the Arts	Supplies	\$ 3,444
	Conferences	1,656
4. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Riverside Co. Emancip Services	Other Services	\$ 8,000
To: Riverside Co. Emancip Services	Equipment	\$ 8,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: April 18, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to purchase computer equipment. (Fund 12, Resource 1190)		
From: TANF	Telephone	\$ 1,600
To: TANF	Equipment	\$ 1,600
6. Transfer to provide budget for Academic Innovative Programs, temporary services for the Norco Facilities department, and facility management services in connection with the leased space at the Spruce Street district office building.		
From: Salary Savings	Academic FT Administrator	\$ 7,400
	Classified FT	65,135
To: Academic Innovative Programs	Supplies	\$ 1,000
	Conferences	2,000
	Equipment	4,400
Facilities, Norco	Temporary Services	23,000
Admin and Finance, District Office	Professional Services	23,297
	Maintenance Supplies	358
	Repairs	2,542
	Grounds/Garden Supplies	45
	Telephone	264
	Electricity	14,111
	Water	545
	Waste Disposal	973
7. Transfer to purchase replacement equipment. (Fund 61, Resource 6100)		
From: Risk Management	Insurance	\$ 75,000
To: Risk Management	Equipment Replacement	\$ 4,432
	Fixtures and Fixed Equip	70,568

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: April 18, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
8. Transfer to reallocate the Moreno Valley Title V budget. (Fund 12, Resource 1190)		
From: Title V	Academic PT Non-Instr	\$ 3,734
	Reference Books	500
	Instructional Supplies	60
	Supplies	2,402
	Equipment	3,000
	Equipment Replacement	4,200
To: Title V	Classified FT Admin	\$ 3,000
	Classified FT	3,000
	Student Help – Non-Instr	371
	Employee Benefits	25
	Transportation	3,000
	Other Supplies	4,500
9. Transfer to provide for conferences.		
From: Education Programs	Copying and Printing	\$ 1,000
To: Education Programs	Conferences	\$ 1,000
10. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: VTEA – Instructional Support	Other Services	\$ 1,000
To: VTEA – Instructional Support	Supplies	\$ 1,000
11. Transfer to purchase equipment.		
From: Applied Tech, Ford Asset	Supplies	\$ 400
To: Applied Tech, Ford Asset	Equipment	\$ 400

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: April 18, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
12. Transfer to purchase equipment.		
From: Open Campus	Software	\$ 1,020
	Comp Software Maint/Lic	3,239
To: Open Campus	Equipment	\$ 1,020
	Equipment Replacement	3,239
13. Transfer to provide for equity actor payroll services through NPI Production Services.		
From: Performance Riverside	Custodial Services	\$ 4,000
	Instructional Supplies	4,000
To: Performance Riverside	Other Services	\$ 8,000
14. Transfer to reallocate the CACT budget. (Fund 12, Resource 1190)		
From: CACT	Classified FT	\$ 2,199
	Classified Hourly	2,305
	Equipment Replacement	11,577
To: CACT	Supplies	\$ 16,081
15. Transfer to purchase portable soccer field goals at the Norco campus, purchase catering software for the Food Services department, and provide for student help.		
From: Student Services	Admin Contingency Acct	\$ 9,038
To: Athletics	Equipment Replacement	\$ 3,010
Student Services	Student Help – Non-Instr	3,000
	Equipment	3,028

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: April 18, 2006

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>		<u>Amount</u>
16. Transfer to reallocate the Center for International Trade Development budget. (Fund 12, Resource 1190)				
From:	CITD	Supplies	\$	1,748
To:	CITD	Conferences	\$	819
		Employee Benefits		929
17. Transfer to reallocate the Workability Program budget. (Fund 12, Resource 1190)				
From:	Workability Program	Academic PT Non-Instr	\$	4,634
To:	Workability Program	Classified FT	\$	4,147
		Instructional Supplies		237
		Memberships		250
18. Transfer to reallocate the Matriculation budget. (Fund 12, Resource 1190)				
From:	Matriculation	Academic FT Non-Instr	\$	3,811
		Classified Hourly		3,395
		Classified FT		2,500
		Other Services		3,456
To:	Matriculation	Supplies	\$	1,184
		Equipment Replacement		11,978
19. Transfer to provide for faculty participation in the Vocal Jazz Ensemble and to purchase drapery for the Digital Library auditorium.				
From:	Performing Arts, Show Choir	Other Services	\$	900
	Performing Arts, Music	Instructional Supplies		5,368
To:	Performing Arts, Show Choir	Academic Special Project	\$	900
	Performing Arts, Music	Fixtures and Fixed Equipment		5,368

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: April 18, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
20. Transfer to provide for annual software maintenance.		
From: Info Systems and Technology	Instructional Supplies	\$ 2,600
To: Info Systems and Technology	Comp Software Maint/Lic	\$ 2,600
21. Transfer to purchase supplies.		
From: Public Safety Ed and Training	Other Services	\$ 2,250
To: Public Safety Ed and Training	Instructional Supplies	\$ 2,250
22. Transfer to purchase supplies.		
From: Nursing	Other Supplies	\$ 2,450
To: Nursing	Instructional Supplies	\$ 2,450
23. Transfer to purchase supplies and equipment.		
From: Library, Riverside	Comp Software Maint/Lic	\$ 13,936
To: Library, Riverside	Supplies	\$ 1,810
	Equipment	12,126
24. 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	\$ 500
To: School of Education	Academic Special Project	\$ 500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: April 18, 2006

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
25. Transfer to purchase supplies and provide for academic special projects, copying and printing.			
From:	Honors Program, Norco	Other Services	\$ 3,200
	Honors Program, Moreno Valley	Other Services	500
To:	Honors Program, Norco	Copying and Printing	\$ 250
		Academic Special Project	2,700
		Supplies	250
	Honors Program, Moreno Valley	Copying and Printing	250
		Supplies	250
26. Transfer to provide for conferences.			
From:	Arts, Humanities and World Lang	Supplies	\$ 580
To:	Arts, Humanities and World Lang	Conferences	\$ 580
27. Transfer to purchase equipment.			
From:	Business, Engin and Info Systems	Instructional Supplies	\$ 1,199
		Supplies	8,000
		Repairs	6,400
		Comp Software Maint/Lic	8,000
To:	Business, Engin and Info Systems	Equipment	\$ 1,199
		Equipment Replacement	22,400
28. Transfer to purchase supplies for Staff Appreciation Week at the Moreno Valley campus.			
From:	President, Moreno Valley	Admin Contingency Acct	\$ 200
To:	Education Programs, Staff Dvlpmt	Supplies	\$ 200



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-a

Date: April 18, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
29. Transfer to reallocate the Americorp Alert budget. (Fund 12, Resource 1190)		
From: Americorp Alert	Other Services	\$ 28,648
To: Americorp Alert	Classified FT	\$ 18,998
	Employee Benefits	9,650
30. Transfer to purchase supplies.		
From: President, Norco	Admin Contingency Acct	\$ 1,200
To: President, Norco	Supplies	\$ 1,200
31. Transfer to reallocate the Instructional Equipment and Materials budget. (Fund 12, Resource 1190)		
From: Performing Arts, Music	Equipment	\$ 545
Nursing	Equipment	1,500
President, Norco	Equipment	4,650
To: Performing Arts, Music	Instructional Supplies	\$ 545
Nursing	Supplies	1,500
President, Norco	Supplies	4,650

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

Salvatore G. Rotella  
Chancellor

Prepared by: Norm Godin  
Budget Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 26-05/06  
2005-2006 Student Financial Assistance Administration (SFAA)

Background: The Riverside Community College District has received additional funding for 2005-2006 Student Financial Assistance Administration (SFAA) in the amount of \$891 from California Community College Chancellor's Office. The funds will be used to provide for part-time classified salaries.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$891 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Eugenia Vincent  
District Dean, Student Financial Services

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 26-05/06**

**2005-2006 Student Financial Assistance Administration (SFAA)**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$891 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 April 18, 2006

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 27-05/06  
2005-2006 Middle College High School Program

Background: The Riverside Community College District has received additional funding for the 2005-2006 Middle College High School Program in the amount of \$12,212 from the California Community Colleges Chancellor's Office. The funds will be used to provide for travel and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$12,212 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Jason Siegel  
Director, Middle College High School Program

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 27-05/06**

**2005-2006 Middle College High School Program**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$12,212 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 April 18, 2006

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 28-05/06  
Associate Degree Registered Nursing Programs -  
Capacity Building for Program Expansion

Background: The Riverside Community College District has been awarded funding for the Associate Degree Registered Nursing Programs, Capacity Building for Program Expansion totaling \$734,790 over three years from the California Community Colleges Chancellor's Office to increase capacity for nursing student enrollment. First year funding in the amount of \$179,290 will be used to expand the Human Patient Simulator laboratory and create "smart" classrooms with teleconferencing capability.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$179,290 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Salvatore G. Rotella  
President

Prepared by: Sandra Baker  
Dean/Director, Nursing Education



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 28-05/06**

**Associate Degree Registered Nursing Programs -  
Capacity Building for Program Expansion**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$179,290 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 April 18, 2006.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 29-05/06  
Associate Degree Registered Nursing Programs -  
Capacity Building Renovation for Program Expansion

Background: The Riverside Community College District has been awarded funding for the Associate Degree Registered Nursing Programs - Capacity Building Renovation for Program Expansion totaling \$854,906 over three years from the California Community Colleges Chancellor's Office to increase capacity for nursing student enrollment. First year funding in the amount of \$299,406 will be used to purchase state-of-the-art technology video-streaming/teleconferencing equipment, state-of-the-art equipment for the skills laboratories, and remodel/expansion of the Human Patient Simulator laboratory

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$299,406 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Salvatore G. Rotella  
President

Prepared by: Sandra Baker  
Dean/Director, Nursing Education

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 29-05/06**

**Associate Degree Registered Nursing Programs -  
Capacity Building Renovation for Program Expansion**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$299,406 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 April 18, 2006.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 30-05/06  
2005-2006 CalWORKS/TANF Program

Background: The Riverside Community College District has received additional funding for the 2005-2006 CalWORKS/TANF Program in the amount of \$33,182 from the California Community Colleges Chancellor's Office. The funds will be used to provide salaries, benefits, supplies, software licensing, and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$33,182 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Shelagh Camak  
Dean, Workforce Preparation

Michael Wright  
Director, Workforce Preparation Grants & Contracts

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 30-05/06**

**2005-2006 CalWORKS/TANF Program**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$33,182 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 April 18, 2006.

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-b-6

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 31-05/06  
2005-2006 Child Development Training Consortium Program

Background: The Riverside Community College District has received additional funding for the 2005-2006 Child Development Training Consortium Program in the amount of \$19,955 from Yosemite Community College, funded by the California Department of Education, Child Development Division. The funds will be used to provide tuition reimbursement to eligible community college students and training resources for the District.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$19,955 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Shari Yates  
Assistant Professor, Early Childhood Education

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 31-05/06**

**2005-2006 Child Development Training Consortium Program**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$19,955 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 April 18, 2006.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-b-7

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 32-05/06  
2005-2006 Procurement Technical Assistance Center

Background: The Riverside Community College District has received additional revenue for the 2005-2006 Procurement Technical Assistance Center in the amount of \$23,500 that has been generated by workshops and services to clients. The funds will be used to provide salaries, benefits and bid matching services.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$23,500 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. 32-05/06**

**2005-2006 Procurement Technical Assistance Center**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$23,500 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 18, 2006.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-b-8

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 33-05/06  
2005-2006 Matriculation Program

Background: The Riverside Community College District has received additional funding for the 2005-2006 Matriculation Program in the amount of \$5,000 from the California Community Colleges Chancellor's Office. The funds will be used to purchase an LCD projector for the Moreno Valley campus assessment center, a replacement printer, and additional placement tests.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$5,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie DiThomas  
Associate Vice Chancellor, Student Services and Operations

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 33-05/06**

**2005-2006 MATRICULATION PROGRAM**

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

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on April 18, 2006.

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-b-9

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 34-05/06  
2005-2006 Disabled Student Programs & Services

Background: The Riverside Community College District has received additional funding for the 2005-2006 Disabled Students Programs & Services in the amount of \$ 6,546 from the California Community Colleges Chancellor's Office. The funds will be used to provide for student learning accommodations.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$ 6,546 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Paula McCroskey, District Dean  
Disabled Student Programs and Services

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 34-05/06**

**2005-2006 Disabled Student Programs & Services**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 6,546 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 April 18, 2006.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-b-10

Date: April 18, 2006

Subject: Resolution to Amend Budget – Resolution No. 35-05/06  
2005-2006 Child Care Parent Fee Revenue

Background: The Riverside Community College District expects to receive child care parent fee revenue in the amount of \$79,600 in excess of the amounts budgeted for the 2005-2006 fiscal year. The funds will be used to provide academic part time non instructional services and student aides.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$79,600 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 35-05/06**

**2005-2006 Child Care Parent Fee Revenue**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$79,600 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 April 18, 2006.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-4-c

Date: April 18, 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 the preliminary planning and working drawings stage of the Moreno Valley Phase III Student Academic Services Facility project. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 1,113,984
To:	Facilities, Moreno Valley	Moreno Valley Phase III	\$ 1,113,984
2.	Transfer to provide for the Riverside Campus Ceramics Building re-roofing project. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 19,075
To:	Facilities, Riverside	Scheduled Maintenance	\$ 19,075
3.	Transfer to provide for the purchase of student parking permits. (Fund 12, Resource 1050)		
From:	Parking	Contingency	\$ 22,100
To:	Parking	Other Services	\$ 22,100

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  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 18, 2006

Subject: Out-of-State Travel

Board Policy 7011 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles; It is recommended that out-of-state travel be granted to:

Retroactive:

- 1) Ms. Sandra Fontana, associate professor, world languages, to travel to Salt Lake City, Utah, April 5-8, to attend the Deaf Studies Today! Simply Complex 2<sup>nd</sup> Biennial Conference. Estimated cost: \$1,320.58. Funding sources: \$200.00 from the general fund, and \$1,120.58 to be paid by the employee.
- 2) Ms. Jill Marks, project director, Gateway to College, to travel to Portland, Oregon, April 18-20, 2006, to attend the Gateway to College Curriculum and Instruction Training at Portland Community College. There is no cost to the District.
- 3) Mr. Don Wilcoxson, assistant professor, business administration, to travel to Atlanta, Georgia, March 18-22, 2006, to attend the Innovations 2006: Improving Student Learning Conference. Estimated cost: \$1,561.28. Funding source: Vocational Technical Education Act 1-C grant funds.

Revisions:

- 1) At the meeting of January 24, 2006, the Board approved out-of-state travel for Ms. Lilia Acevedo, student services specialist, admissions and records, to travel to Washington, DC, March 18-22, 2006, to attend the Datatel Users Group 2006 Conference. Estimated cost: \$1,803.90. Funding source: the general fund. The cost of travel increased to \$2,463.84.
- 2) At the meeting of November 15, 2005, the Board approved out-of-state travel for Ms. Kristine Anderson, associate professor, English, to travel to Austin, Texas, March 8-11, 2006, to attend the 2006 Association of Writers and Writing Programs Conference. Estimated cost: \$1,237.00. Funding source: the Fund for the Improvement of Education 2, Riverside School for the Arts grant fund. The dates of travel changed to March 8-12, 2006.
- 3) At the meeting of February 21, 2006, the Board approved out-of-state travel for Mr. Joseph DeGuzman, assistant professor, mathematics, to travel to College Station, Texas, February 23-25, 2006, to attend the 6<sup>th</sup> Annual Texas A&M Assessment Conference. Estimated cost: \$1,307.80. Funding source: Title V grant funds. The dates of travel changed to February 23-26, 2006.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 18, 2006

Subject: Out-of-State Travel

- 4) At the meeting of January 24, 2006, the Board approved out-of-state travel for Mr. Nate Finney, application support technician, admissions and records, to travel to Washington, DC, March 18-22, 2006, to attend the Datatel Users Group 2006 Conference. Estimated cost: \$1,803.90. Funding source: the general fund. The cost of travel increased to \$1,985.30.
- 5) At the meeting of March 21, 2006, the Board approved out-of-state travel for 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. The funding sources changed to \$600.00 from the general fund, and \$595.00 to be paid by the employee.
- 6) At the meeting of February 21, 2006, the Board approved out-of-state travel for Mr. Jason Parks, instructor, mathematics, to travel to College Station, Texas, February 23-25, 2006, to attend the 6<sup>th</sup> Annual Texas A&M Assessment Conference. Estimated cost: \$1,278.69. Funding source: Title V grant funds. The dates of travel changed to February 23-26, 2006.
- 7) At the meeting of March 21, 2006, the Board approved out-of-state travel for 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 fess costs for Dr. Rotella, Ms. Skiba, and Ms. Pisa.) Funding source: the general fund. The dates of travel changed to March 31-April 4, 2006, and the cost increased to \$2,769.16.
- 8) At the meeting of January 24, 2006, the Board approved out-of-state travel for Dr. Ward Schinke, associate professor, and Dr. Dariush Haghghat, associate professor, to travel to Cairo, Egypt, March 4-13, 2006, to accompany 13 students participating in the Cairo International Model United Nations. Estimated cost: \$20,697.00. Funding source: the general fund. The cost of travel increased to \$23,048.00.

Current:

- 1) Ms. Angela Allison, coordinator, Upward Bound, Norco Campus, to travel to Salt Lake City, Utah, June 1-4, 2006, to attend the Western Kentucky University Training: Budget Management, Recordkeeping and Reporting Student and Project Performance Conference. Estimated cost: \$570.00. Funding source: Upward Bound grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 18, 2006

Subject: Out-of-State Travel

- 2) Dr. Bob Bramucci, dean, open campus, to travel to Dallas, Texas, May 6-11, 2006, to attend the American Society for Training and Development 2006 International Conference and Exposition. Estimated cost: \$2,907.62. Funding source: the general fund.
- 3) Dr. Bob Bramucci, dean, open campus, to travel to Chicago, Illinois, July 9-14, 2006 to attend the WebCT Impact 2006 Conference. Estimated cost: \$2,790.84. Funding source: the general fund.
- 4) Dr. Edward Bush, dean, student services, Norco Campus, to travel to Greenwood Village, Colorado, May 3-5, 2006, to attend PK-12 and Higher Education: An Examination of Critical Stages in the Education Pipeline for African American Males Seminar. Estimated cost: \$1,075.00. Funding source: the general fund.
- 5) Mr. John Byun, instructor, music, to travel to San Francisco, California, and Seattle, Washington, April 27-May 3, 2006, to accompany 22 students attending the Chamber Singers and Festival Singers Spring Tour. Estimated cost: \$24,000.00. Funding sources: \$6,666.00 from general fund, \$700.00 from the ASRCC Chamber Singers 90524 fund, \$1,500.00 from the ASRCC Chamber Singers 90537 fund, and \$15,134.00 to be paid by the students.
- 6) Ms. Shelagh Camak, dean, workforce preparation to travel to Washington, DC, May 30-June 4, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$1,047.02. Funding source: the general fund.
- 7) Ms. Cynthia Conley, user support coordinator, information services, to travel to Portland, Oregon, July 15-19, 2006, to attend the CollegeNet User Conference. Estimated cost: \$1,684.25. Funding source: the general fund.
- 8) Dr. Lisa Conyers, dean, instruction, Moreno Valley Campus, to travel to Washington, DC, May 30-June 7, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$1,279.20. Funding source: the general fund.
- 9) Mr. Robert Corona, director, center for international trade and development, to travel to Guangzhou and Hong Kong, China, April 23-May 1, 2006, to attend the China and Hong Kong Business Matchmaking and Sourcing Trade Mission. Estimated cost: \$2,539.42. Funding source: the Center for International Trade and Development grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 18, 2006

Subject: Out-of-State Travel (continued)

- 10) Mr. Joe Escoto, user support coordinator, information services, to travel to Portland, Oregon, July 15-19, 2006, to attend the CollegeNet User Conference. Estimated cost: \$1,684.25. Funding source: the general fund
- 11) Dr. Lyn Greene, associate dean, government relations/grant and contract services, to travel to Washington, DC, May 30-June 7, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$2,220.97. Funding source: the general fund.
- 12) Mr. Rick Herman, director, software development, information services, to travel to Portland, Oregon, July 16-19, 2006, to attend the CollegeNet User Conference. Estimated cost: \$1,124.84.25. Funding source: the general fund.
- 13) Ms. Marilyn Jacobsen, director, center for international students and programs, to travel to Montreal and Quebec, Canada, May 21-26, 2006, to attend the National Association of Foreign Student Advisors Conference and Exposition. Estimated cost: \$2,675.00. Funding source: the general fund.
- 14) Mr. Richard Keeler, director, grant and contract services, to travel to Washington, DC, May 30-June 7, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$3,453.06 (Includes hotel costs for Mr. Keeler, Mr. Rogers and Mr. Montano). Funding source: the general fund.
- 15) Ms. Donna Lesser, director, dental hygiene program, Moreno Valley Campus, to travel to Itasca, Illinois, June 9-14, 2006, to attend the 39<sup>th</sup> Annual American Dental Education Association Program Directors' Conference. Estimated cost: \$1,618.64. Funding source: the general fund.
- 16) Ms. Annette Meneses, international students programs specialist, center for international students and programs, to travel to Montreal and Quebec, Canada, May 21-26, 2006, to attend the National Association of Foreign Student Advisors Conference and Exposition. Estimated cost: \$2,465.00. Funding source: the general fund.
- 17) Ms. Colleen Molko, associate director, grant and contract services, to travel to Washington, DC, May 30-June 7, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$3,363.11. (Includes hotel costs for Ms. Molko, Dr. Conyers, and Ms. Camak) Funding source: \$2,421.34 from the general fund, and \$941.77 from the government relations grant fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 18, 2006

Subject: Out-of-State Travel (continued)

- 18) Mr. Michael Montano, associate professor, mathematics, to travel to Washington, DC, June 4-6, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$972.02. Funding source: the general fund.
- 19) Ms. Rebecca Ng, associate professor, library services, and Ms. Haley Garcia, network/multimedia specialist, library services, to travel to Denver, Colorado, May 19-21, 2006, to attend the Innovative Users Group Fourteenth Annual Innovative Users Group Conference. Estimated cost: \$1,355.44. Funding source: the general fund.
- 20) Dr. Chris Nollette, emergency medical services instructor/paramedic program director, public safety education and training, to travel to Pittsburgh, Pennsylvania, April 27-28, 2006, to attend the National Association of Emergency Medical Services Educators Executive Committee Board meeting. There is no cost to the District.
- 21) Dr. Chris Nollette, emergency medical services instructor/paramedic program director, public safety education and training, to travel to Ellensburg, Washington, May 8-9, 2006, to attend the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions site visit. There is no cost to the District.
- 22) Dr. Ronald Pardee, professor, management, to travel to Knoxville, Tennessee, May 1-4, 2006, to attend the "Making Sense of Data" Seminar. Estimated cost: \$3,477.00. (Includes a \$1,495.00 conference fee) Funding source: Vocational Technical Educational Act 1-C grant funds.
- 23) Dr. Carolyn Quin, dean, Riverside School for the Arts, to travel to Washington, DC, June 5-7, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$972.02. Funding source: the general fund.
- 24) Mr. Edward Roberts, interim activity director, Title V Project, teacher preparation, to travel to Kansas City, Missouri, May 16-19, 2006, to attend a Supplemental Instruction Supervisor Workshop. Estimated cost: \$1,502.35. Funding source: Title V grant funds.
- 25) Mr. Hank Rogers, director, center for applied competitive technologies, to travel to Washington, DC, June 4-6, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$976.11. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: April 18, 2006

Subject: Out-of-State Travel

- 26) Dr. Clarence Romero, associate professor, psychology, to travel to Baja California and Tijuana, Mexico, April 29, 2006, to accompany approximately 10 students participating in the La Gloria Orphanage home building. Estimated cost: \$500.00. Funding source: ASRCC 91426 funds.
- 27) Ms. Kathleen Rowley, grant writer, grant and contract services, to travel to Washington, DC, June 5-7, 2006, to attend grant development meetings with various funding agencies. Estimated cost: \$1,588.03. Funding source: the general fund.
- 28) Mr. Frank Stearns, instructor, business, to travel to Dunwoody, Georgia, May 17-20, 2006, to attend the Teachers of Accounting at Two-Year Colleges 2006 Annual Conference. Estimated cost: \$1,322.86. Funding source: the general fund.

Salvatore G. Rotella  
Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-a

Date: April 18, 2006

Subject: Agreement with Higher Education Evaluation and Research Group

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Higher Education Evaluation and Research Group (Norena Norton Badway, Ph.D., Speaker), to facilitate a one-day workshop on student learning outcomes for administrators and faculty participants from Riverside Community College District. The term of the agreement is from April 19, 2006 through May 31, 2006, and the total cost is not to exceed \$2,200.00. Funding source: VTEA 1-C.

The consultant identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the consultant 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, Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through May 31, 2006, for an amount not to exceed \$2,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Ron Vito  
District Dean, Occupational Education

Agreement Between  
Higher Education Evaluation and Research Group (Norena Norton Badway, Ph.D.)  
and Riverside Community College District

THIS AGREEMENT is made and entered into by and between Riverside Community College District (District) and Higher Education Evaluation and Research Group (Norena Badway-Speaker) on April 19, 2006.

The parties hereto mutually agree as follows:

1. The Speaker agrees to provide the following services:
  - a. Present a one-day workshop on "Student Learning Outcomes" in May 2006.
2. The service outlined in Paragraph 1 will be provided at a location determined by Riverside Community College. The District shall provide the Speaker with adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
3. The service rendered by the speaker is subject to review and supervision by Riverside Community College's Chancellor and other designated representatives of the District.
4. The term of this agreement shall begin on April 19, 2006 and end May 31, 2006.
5. Payment in consideration of this agreement shall not exceed \$2,200, including speaker fee and travel expenses.
6. Speaker shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors, or omissions of the Speaker.
7. Speaker shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status, or sex.

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

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Norena Norton Badway, Ph.D., Speaker  
Higher Education Evaluation  
and Research Group

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-b

Date: April 18, 2006

Subject: Agreement with Sarah Stevenson

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Sarah Stevenson, a free-lance writer and researcher. Ms. Stevenson will continue research on arts assessment and student learning outcomes for programs for Riverside School for the Arts. The term of this agreement is April 19, 2006 through September 30, 2006, for a total fee of \$4,200.00. Funding source: RSA FIE#2 Grant (SPP 223).

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by 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 April 19, 2006 through September 30, 2006, for an amount not to exceed \$4,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

Independent Contractor Agreement  
Between  
Riverside Community College District  
And  
Sarah Stevenson

This Agreement, entered into this April 19, 2006, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Sarah Stevenson, whose address is 324 Shannon Drive, Modesto, California, 95354 hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning April 19, 2006, and will continue in effect until September 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

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

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

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

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

#### ARTICLE V. OBLIGATIONS OF CLIENT

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

#### ARTICLE VI. TERMINATION OF AGREEMENT

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

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or

promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

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

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

Riverside Community College District

Sarah Stevenson

\_\_\_\_\_  
James L. Buisse  
Vice Chancellor, Administration and Finance

\_\_\_\_\_  
Sarah Stevenson, Researcher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Riverside Community College District  
Independent Contractor Agreement with  
Sarah Stevenson

SCOPE OF SERVICES

Ms. Stevenson will:

1. Conduct research related to curriculum development for Riverside School for the Arts.
2. Research arts assessment and student learning outcomes for proposed RSA programs.
3. Research curriculum models as appropriate for the scope of RSA programs in arts new media.
4. Assist with other projects regarding arts-centered learning, if time allows.

Payment for the projects listed above will total a fee of \$4,200.00.

Deliverables

The following will be delivered to the Client on or before September 30, 2006, as a result of the provision of services described within this Scope of Services.

- Standards for Community College arts assessment in California. Models from other colleges in arts new media programs.
- Summary of findings and appropriate examples of assigned topics for research in regular, monthly reports
- Other research projects as requested, if time allows.

Payment for the projects listed above will total a fee of \$4,200.00. Services will begin on April 19, 2006, and continue through September 30, 2006.

EXHIBIT B

Riverside Community College District  
Independent Contractor Agreement with  
Sarah Stevenson

COMPENSATION

Conduct research related to curriculum development for Riverside School for the Arts.

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$4,200.00 for delivery of research related to curriculum development for RSA, to be paid in arrears upon submission of an invoice. The agreed upon total of \$4,200.00 includes all Contractor outlays (time, travel, materials, etc.).
2. If the Contractor does not deliver the aforementioned services for the research for RSA, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered on a monthly basis..

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-c

Date: April 18, 2006

Subject: Agreement with Dan Blessinger

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Dan Blessinger to assist RCCD faculty in developing an updated list of recording studio equipment for the final project proposal for Riverside School for the Arts. This agreement is for \$700.00. The term of this agreement is April 19, 2006 through May 1, 2006. Funding source: RSA FIE#2 Grant (SPP 223).

The vendor in this contract is a consultant that does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by 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 April 19, 2006 through May 1, 2006, for an amount not to exceed \$700.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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



AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
DAN BLESSINGER

THIS AGREEMENT is made and entered into on this 19<sup>th</sup> day of April 2006, by and between Dan Blessinger, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to assist RCCD faculty in developing an updated list of recording studio equipment for the Final Project Proposal for Riverside School for the Arts.
2. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from April 19, 2006, through May 31, 2006.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$700.00 payable after receipt of invoice for services provided.
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. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

8. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Dan Blessinger

---

James L. Buysse  
Vice Chancellor, Administration and Finance

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Studio Recording Specialist

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Date

---

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-d

Date: April 18, 2006

Subject: Agreements with Tams-Witmark Music Library, Inc.

Background: Attached for the Board's review and consideration are agreements between Riverside Community College District and Tams-Witmark Music Library, Inc., for royalties and rental of orchestrations for two months, and Stage Manager's Guide for the Performance Riverside productions of The Will Rogers Follies, You're a Good Man Charlie Brown (Revised), and Man of La Mancha. These agreements include royalties and rental materials for the amounts of \$15,435.00, \$20,765.00, and \$15,545.00, respectively. The terms of these agreements are April 19, 2006 through March 1, 2007, April 18, 2007, and June 27, 2007, respectively. Funding source: General Fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the provider is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. 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, from April 19, 2006 through June 27, 2007, for the amounts of \$15,435.00, \$20,765.00, and \$15,545.00 respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella  
Chancellor

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



**TAMS-WITMARK MUSIC LIBRARY, INC.**

*America's greatest musicals for amateur and professional stage performance since 1870*

SARGEANT L. ABORN, PRESIDENT • ROBERT ABORN HUT, CHAIRMAN

PETER ABORN HUT, VICE-PRESIDENT • KENNETH C. DUFFY, VICE-PRESIDENT

560 LEXINGTON AVENUE, NEW YORK N.Y. 10022 • 212-688-2525 • FAX 212-688-3232 • Stage Musicals, Ltd., United Kingdom  
 800-221-7196 FAX 800-826-7121 www.tams-witmark.com

Riverside Community College  
 Performance Riverside  
 4800 Magnolia Avenue  
 Riverside, CA 92506

February 28, 2006

24000  
 Account  
 number

Attn: Ms. Greta  
 Cohen

Dear Ms. Cohen:

We are pleased to quote as follows:

	Royalty and Rental	Charge	for	each
additional				
	for first performance	consecutive performance		
THE WILL ROGERS FOLLIES	\$1765.00	\$1445.00		
CHARLIE BROWN (REVISED)	\$2145.00	\$1825.00		
MAN OF LA MANCHA	\$1765.00	\$1445.00		

The above quotations are based on a seating capacity of 1000 with an average ticket price of \$15.00. When returning your contract, please let us know the exact ticket prices and how you arrived at an average ticket price of \$15.00.

The orchestration rents separately at \$295 per month.

Our conditions of lease are contained on the enclosed information sheet. We also enclose a contract which we require completed, signed and returned to us when ordering.

When returning your signed contract, please send us a school purchase order or your check for the full royalty and rental of all material. In place of the purchase order we will accept the signature of your chief administrator on our contract. If we do not receive a purchase order, your check, or our contract signed by the chief administrator, we cannot ship the rehearsal material. We do not ship COD.

We know that you will find the presentation of a quality Tams-Witmark musical to be an extraordinarily rewarding activity.

Sincerely yours,

TAMS-WITMARK MUSIC LIBRARY, INC.

Chairman

# TAMS-WHITMARK MUSIC LIBRARY, INC

560 LEXINGTON AVENUE NEW YORK NY 10022

## LICENSE AGREEMENT, MADE ON BEHALF OF THE COPYRIGHT PROPRIETORS, TO BE SIGNED BY ENTITIES PERFORMING MUSICAL SHOWS

289436

February 28, 2006

Licensee, whose name appears below, hereby agrees to pay the rentals and royalties specified in the quotation letter of Tams-Witmark Music Library, Inc., hereinafter the licensor, relating to the performance of the

musical work (fill in title)..... **THE WILL ROGERS FOLLIES** .....  
hereinafter the Play, on the spoken stage, in the English language for (fill in number of performances) ..10.....  
performances on (fill in all perf. dates) February 9, 10, 11, 16, 17 & 18 2007.....

.....  
at (fill in name of auditorium or hall, street address, city and state) Landis Performing Arts Center.  
... 4800 Magnolia Avenue, Riverside CA 92506.....(fill in auditorium phone #). (951) 222-8399  
The maximum seating capacity of the above auditorium is (fill in number of seats).1000 .....  
The admission price to be charged are (fill in prices) ..\$7..\$.10..\$15..\$20..\$25..\$30..\$35 .....  
The royalty and rental quotation given to Licensee by Licensor for this show is (fill in price) \$1,765.00.....  
for the first performance and (fill in price) \$ 1,445.00..... for each additional consecutive performance. To be  
considered consecutive, each performance must be presented in the same auditorium and within fourteen days  
of the preceding performance.

All contemplated performances have been listed above. Licensee agrees that no changes can be made in the dates or number of performances, capacity or location, of auditorium and/or admission prices. Licensee agrees that should Licensee desire any changes, Licensee will immediately request the approval of Licensor, and that if such changes are approved by Licensor, an increase in the royalty and rental prices quoted may result. Licensor reserves the Absolute right to approve or disapprove any desired changes or additions to this License Agreement. All changes or additions must be requested in writing and become effective only when approved by Licensor in writing. Licensee agrees that Licensee will not present, announce, advertise or sell tickets for any additional performances until Licensor has specifically licensed Licensee to perform these additional performances.

ALL OF THE TERMS ON THE REVERSE SIDE HEREOF AND ALL OF THE PROVISIONS OF THE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" APPLY TO THIS LICENSE AGREEMENT AND ARE MADE PART HEREOF, Licensee agrees that the music and dialogue material will be returned to the Licensor, prepaid, within seven (7) days, after the first performance hereunder and that the full replacement costs of all missing or mutilated material, additional royalty and rental, and any charges in connection with this transaction, will be paid. Licensee understands Licensee is responsible for all material in transit, until it is delivered to Licensor at the above address.

The material rented to Licensee shall not be copied, reproduced, sold or otherwise distributed by Licensee or with Licensee's permission, and shall be used only for the purpose of giving the performances above specified.

The above shall constitute a valid agreement between Licensor and Licensee when properly signed by the Licensee, returned to the Licensor and either acknowledged in writing to the Licensee by the Licensor, or upon the shipment of rehearsal materials to the Licensee.

~~ Check here if Licensee will use an orchestration.

Licensee will want to rent the orchestration for a total of (fill in number) .....2..... months before the first performance.

Riverside Community College District  
4 (Licensee) 24 000

Check here if Licensee WILL NOT use an orchestration

Licensee will want to rent the rehearsal material] for a total of (fill in number) .... 2..... months before the first performance.

By .....  
Signature and Your Title or Position

Licensee's Phone // .....

PLEASE MAKE AND KEEP A COPY OF THIS LICENSE AGREEMENT SO THAT YOU CAN NOTIFY US PROMPTLY SHOULD YOU DESIRE TO MAKE ANY CHANGE IN ANY OF THE INFORMATION YOU HAVE SUPPLIED.SEE REVERSE SIDE FOR ADDITIONAL TERMS WHICH CONSTITUTE PART OF THIS AGREEMENT, SEE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" WHICH CONSTITUTES PART OF THIS AGREEMENT.

TAMS-WHITMARK  
MUSIC LIBRARY, INC

560 LEXINGTON AVENUE NEW YORK NY 10022

LICENSE AGREEMENT, MADE ON BEHALF OF THE COPYRIGHT PROPRIETORS,  
TO BE SIGNED BY ENTITIES PERFORMING MUSICAL SHOWS  
290805

February 28, 2006

Licensee, whose name appears below, hereby agrees to pay the rentals and royalties specified in the quotation letter of Tams-Witmark Music Library, Inc., hereinafter the licensor, relating to the performance of the

musical work (fill an title)..... **CHARLIE BROWN (Revised)**  
hereinafter the Play, on the spoken stage, in the English language for (fill in number of performances) . **10**  
performances on (fill in all perf. dates). **March 30, 31 and April 1, 6, 7 & 8, 2007**.....

.....  
at (fill in name of auditorium or hall, street address, city and state) .Landis Performing Arts Center.  
... 4800 Magnolia Avenue, Riverside CA 92506.....(fill in auditorium phone #). (951) 222-8399  
The maximum seating capacity of the above auditorium is (fill in number of seats).1000 .....  
The admission price to be charged are (fill in prices) ...\$7, \$ 10, \$15, \$20, \$25, \$30, \$35 .....  
The royalty and rental quotation given to Licensee by Licensor for this show is (fill in price) \$ **2,145.00**.....  
for the first performance and (fill in price) \$ **1,825.00**..... for each additional consecutive performance. To be considered consecutive, each performance must be presented in the same auditorium and within fourteen days of the preceding performance.

All contemplated performances have been listed above. Licensee agrees that no changes can be made in the dates or number of performances, capacity or location, of auditorium and/or admission prices. Licensee agrees that should Licensee desire any changes, Licensee will immediately request the approval of Licensor, and that if such changes are approved by Licensor, an increase in the royalty and rental prices quoted may result. Licensor reserves the Absolute right to approve or disapprove any desired changes or additions to this License Agreement. All changes or additions must be requested in writing and become effective only when approved by Licensor in writing. Licensee agrees that Licensee will not present, announce, advertise or sell tickets for any additional performances until Licensor has specifically licensed Licensee to perform these additional performances.

ALL OF THE TERMS ON THE REVERSE SIDE HEREOF AND ALL OF THE PROVISIONS OF THE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" APPLY TO THIS LICENSE AGREEMENT AND ARE MADE PART HEREOF, Licensee agrees that the music and dialogue material will be returned to the Licensor, prepaid, within seven ( 7 ) days, after the first performance hereunder and that the full replacement costs of all missing or mutilated material, additional royalty and rental, and any charges in connection with this transaction, will be paid. Licensee understands Licensee is responsible for all material in transit, until it is delivered to Licensor at the above address.

The material rented to Licensee shall not be copied, reproduced, sold or otherwise distributed by Licensee or with Licensee's permission, and shall be used only for the purpose of giving the performances above specified.

The above shall constitute a valid agreement between Licensor and Licensee when properly signed by the Licensee, returned to the Licensor and either acknowledged in writing to the Licensee by the Licensor, or upon the shipment of rehearsal materials to the Licensee.

~~ Check here if Licensee will use an orchestration.

Licensee will want to rent the orchestration for a total of (fill in number) .....2.....months before the first performance.

Riverside Community College District  
4 (Licensee) 24 000

Check here if Licensee WILL NOT use an orchestration

Licensee will want to rent the rehearsal material] for a total of (fill in number) .... 2.....months before the first performance.

By .....  
Signature and Your Title or Position

Licensee's Phone // .....

PLEASE MAKE AND KEEP A COPY OF THIS LICENSE AGREEMENT SO THAT YOU CAN NOTIFY US PROMPTLY SHOULD YOU DESIRE TO MAKE ANY CHANGE IN ANY OF THE INFORMATION YOU HAVE SUPPLIED. SEE REVERSE SIDE FOR ADDITIONAL TERMS WHICH CONSTITUTE PART OF THIS AGREEMENT, SEE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" WHICH CONSTITUTES PART OF THIS AGREEMENT.

# TAMS-WHITMARK MUSIC LIBRARY, INC

560 LEXINGTON AVENUE NEW YORK NY 10022

LICENSE AGREEMENT, MADE ON BEHALF OF THE COPYRIGHT PROPRIETORS,  
TO BE SIGNED BY ENTITIES PERFORMING MUSICAL SHOWS  
290805

February 28, 2006

Licensee, whose name appears below, hereby agrees to pay the rentals and royalties specified in the quotation letter of Tams-Witmark Music Library, Inc., hereinafter the licensor, relating to the performance of the

musical work (fill in title)..... MAN OF LA MANCHA  
hereinafter the Play, on the spoken stage, in the English language for (fill in number of performances). 9  
performances on (fill in all perf. dates). June 8, 9, 10, 15, 16 & 17, 2007.....

.....  
at (fill in name of auditorium or hall, street address, city and state) Landis Performing Arts Center.  
... 4800 Magnolia Avenue, Riverside CA 92506.....(fill in auditorium phone #). (951) 222-8399  
The maximum seating capacity of the above auditorium is (fill in number of seats) 1000 .....  
The admission price to be charged are (fill in prices) ...\$7, \$10, \$15, \$20, \$25, \$30, \$35 .....  
The royalty and rental quotation given to Licensee by Licensor for this show is (fill in price) \$ 1,765.00.....  
for the first performance and (fill in price) \$ 1,445.00..... for each additional consecutive performance. To be  
considered consecutive, each performance must be presented in the same auditorium and within fourteen days  
of the preceding performance.

All contemplated performances have been listed above. Licensee agrees that no changes can be made in the dates or number of performances, capacity or location, of auditorium and/or admission prices. Licensee agrees that should Licensee desire any changes, Licensee will immediately request the approval of Licensor, and that if such changes are approved by Licensor, an increase in the royalty and rental prices quoted may result. Licensor reserves the Absolute right to approve or disapprove any desired changes or additions to this License Agreement. All changes or additions must be requested in writing and become effective only when approved by Licensor in writing. Licensee agrees that Licensee will not present, announce, advertise or sell tickets for any additional performances until Licensor has specifically licensed Licensee to perform these additional performances.

ALL OF THE TERMS ON THE REVERSE SIDE HEREOF AND ALL OF THE PROVISIONS OF THE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" APPLY TO THIS LICENSE AGREEMENT AND ARE MADE PART HEREOF, Licensee agrees that the music and dialogue material will be returned to the Licensor, prepaid, within seven ( 7 ) days, after the first performance hereunder and that the full replacement costs of all missing or mutilated material, additional royalty and rental, and any charges in connection with this transaction, will be paid. Licensee understands Licensee is responsible for all material in transit, until it is delivered to Licensor at the above address.

The material rented to Licensee shall not be copied, reproduced, sold or otherwise distributed by Licensee or with Licensee's permission, and shall be used only for the purpose of giving the performances above specified.

The above shall constitute a valid agreement between Licensor and Licensee when properly signed by the Licensee, returned to the Licensor and either acknowledged in writing to the Licensee by the Licensor, or upon the shipment of rehearsal materials to the Licensee.

~~ Check here if Licensee will use  
an orchestration.

Licensee will want to rent the orchestration for  
a total of (fill in number) .....2.....months before  
the first performance.

Check here if Licensee WILL NOT use an  
orchestration

Licensee will want to rent the rehearsal material]  
for a total of (fill in number) .....2.....months  
before the first performance.

Riverside Community College District  
4 (Licensee) 24 000

By .....  
Signature and Your Title or Position

Licensee's Phone II  
.....  
.....

PLEASE MAKE AND KEEP A COPY OF THIS LICENSE AGREEMENT SO THAT YOU CAN NOTIFY US PROMPTLY SHOULD YOU DESIRE TO MAKE ANY CHANGE IN ANY OF THE INFORMATION YOU HAVE SUPPLIED.  
SEE REVERSE SIDE FOR ADDITIONAL TERMS WHICH CONSTITUTE PART OF THIS AGREEMENT,  
SEE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" WHICH CONSTITUTES PART OF THIS AGREEMENT.

## ADDITIONAL TERMS

The Licensor warrants that it has the right to grant the license herein set forth. Its liability under this License Agreement (under such warranty or otherwise) is limited to the amount of royalty and rental actually paid by the Licensee to the Licensor hereunder.

The license hereby granted to the Licensee is conditioned upon the performance by the Licensee of all its obligations hereunder, including the payment of all rentals and royalties when due (time being of the essence), and unless so performed, this license shall forthwith terminate at Licensor's election, without notice to the Licensee, but the Licensee shall remain liable for the breach of its obligations hereunder.

ALL MATERIAL MUST BE RETURNED IN GOOD CONDITION. NOTATIONS MUST BE MADE LIGHTLY AND ONLY IN SOFT BLACK LEAD PENCIL. REPLACEMENT CHARGES WILL BE MADE FOR ANY DAMAGED MATERIAL. ALL NOTATIONS MUST BE ERASED FROM ALL REHEARSAL MATERIAL AND ORCHESTRATIONS BEFORE THEY ARE RETURNED. A CHARGE WILL BE MADE IF THE MATERIAL IS RETURNED DIRTY. REPLACEMENT CHARGES WILL BE MADE FOR DAMAGED AND LOST MATERIAL.

All payments made by the Licensee hereunder shall be non-returnable, except that upon the Licensee's performing all of its obligations under this agreement, the deposit when applicable, on the material in excess of any charges for non-return or damage to the material shall be refunded.

The Licensor shall have the right to examine the Licensee's books and records and shall have the right to make copies thereof for the purpose of determining all monies due hereunder.

The rights granted to the Licensee hereunder are not exclusive and are strictly limited to the rights specified herein.

A License must be granted, and royalty and rental fees paid, for all performances at which an audience is present, regardless of whether admission is charged or whether the performance is characterized as a rehearsal or dress rehearsal.

All rights, other than the rights specifically granted herein, of whatsoever kind or nature (whether or not such rights are in competition with the rights granted herein) are reserved for the unrestricted uses of the owners of said rights their designees and licensees.

This license is personal to the Licensee and cannot be assigned or transferred by the Licensee nor may the Licensee sublicense any of the rights hereunder.

Should it be determined that this transaction is subject to sales, value added, or use tax, the Licensee agrees to reimburse the Licensor for any such taxes paid by the Licensor with respect to this transaction.

The names of the authors of the Play and other credits appearing in Licensor's catalog must appear in a prominent place on the title page of the program, in all advertisements and in all other billings of the Play in such form as they are printed in Licensor's catalog. Licensor requires one copy of this program of the Play.

Licensor requires a line on the title page of the program, stating that the musical show is produced by arrangement with and the music and dialogue material furnished by TAMS-WITMARK MUSIC LIBRARY, INC., 560 Lexington Avenue, New York, NY 10022.

The terms and conditions below are in addition to the foregoing and apply to all Licensees of YOU'RE A GOOD MAN, CHARLIE BROWN and SNOOPY!!!:

(i) The Licensee agrees it will not directly or indirectly assign, sublicense, or otherwise transfer any of the rights granted to it.

(ii) The Licensee agrees it will not use or reproduce the likenesses of any of the "Peanuts" comic strip characters for advertising the PLAY or for any other purpose.

(iii) The Licensee will not claim any rights in the names or likenesses of the characters or the Trademarks, and will not adopt or use or register or attempt to register as a, or as part of a, trademark, service mark, trade name or corporate name any of the Trademarks or any term or translation meaning substantially the same thing as any of the Trademarks.

(iv) The Licensee agrees to grant and give directly to United Media of 200 Madison Avenue, 4th floor, New York, New York 10166, full legal and equitable rights and remedies against the Licensee if the Licensee breaches the provisions of (i), (ii) or (iii) above or any other provisions of this agreement.



## TAMS-WITMARK MUSIC LIBRARY INC.

560 LEXINGTON AVENUE NEW YORK, N.Y. 10022

212-688-2525 800-221-7196 (FAX) 212-688-3232

### INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE

### MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE

The music and dialogue that is included in the rental charge given in Licensor's quotation letter comprises

- A. One score for use by the conductor. (This is a piano-conductor's score)
- B. Vocal parts for the principal singers and 25 chorus parts.
- C. One prompt book, containing the complete dialogue.
- D. Dialogue parts for the speaking characters.

The rehearsal material (as listed in paragraphs A, B, C and D above) is loaned for a period of three months. However, the rehearsal material to be returned within seven (7) days after the last performance regardless of when it was originally received, even if less than a three-month period has expired. Should the rehearsal material be required longer than three months prior to the first performance, there is an additional rental charge of one-hundred twenty-five dollars. (\$125.00) per month.

SHOULD YOU REQUIRE ORCHESTRA PARTS FOR THE SHOW, YOU MUST CHECK THE APPROPRIATE BOX ON THE AGREEMENT FORM. AND INDICATE THE NUMBER OF MONTHS YOU REQUIRE THE ORCHESTRATION. THERE IS A RENTAL CHARGE OF TWO HUNDRED NINETY-FIVE DOLLARS (\$295.00) PER MONTH FOR THE ORCHESTRATION. Should you require the orchestration, it must be rented for a period commencing a minimum of one month prior to the first performance. Should performances continue over a period of more than one calendar week (Monday through Sunday), additional orchestration rental will be charged pro-rated by the one-quarter month. Extra orchestra parts (We supply strings 2-1-1-1-1) rent for fifteen dollars (\$15.00) each per month. The use of a synthesizer, or any other electronic sound producing device, not authorized by the Licensor in writing, is prohibited. The Stage Manager's Guide, which contains some helpful staging information, is not part of the ordinary rehearsal material, but can be obtained for many shows at an extra rental of seventy-five dollars (\$75.00) for any part of a 3-month period. Additional prompt books rent for six dollars (\$6.00) each for a three-month period. Additional conductor's scores, if published, rent for sixteen dollars (\$16.00) each for a three-month period, and if unpublished, rent for twenty-four dollars (\$24.00) each for a three-month period. If more than twenty-five chorus books are required, there is an additional rental charge of six dollars (\$6.00) for each extra copy for a three-month period. Should any of the above additional material be needed for more than a three-month period, the rental for the extra time will be pro-rated on a monthly basis. However, there is no reduction from the three month rate should the additional material not be needed the full three months. The Licensee must report, in writing, any error or deficiency in material received within seven (7) days after receipt of the material.

All material must be returned to the library within seven (7) days after the last performance. Additional rental charges in the above amounts will be made on material returned more than seven (7) days after the last performance. When returning material, always wrap securely, insure sufficiently and mark the wrapper with the name of Licensee's organization and account number so Licensor can issue proper credit. The Licensee is responsible for all material while in transit both ways. IT IS UNDERSTOOD THAT THE LICENSEE PAYS ALL SHIPPING CHARGES ON PACKAGES BOTH WAYS. THE LICENSEE PAYS ALL BROKERAGE, CUSTOMS, AND ENTRY CHARGES BOTH WAYS ON FOREIGN SHIPMENTS. FOREIGN SHIPMENTS MUST BE SHIPPED BY AIR TRANSPORTATION BOTH WAYS, AT LICENSEE'S EXPENSE.

All payments must be made by check or money order in United States funds, payable on a bank in the United States.

The Licensee agrees to indemnify the Licensor and the authors and producer of the play from any claim arising out of the violation by the Licensee of any of the provisions of this agreement.

This agreement shall be interpreted and governed by the laws of the State of New York. This agreement expresses the entire understanding and agreement of the parties hereto, and it may not be changed or terminated orally. This agreement may only be amended by a written document that is prepared by the Licensor and signed by the Licensor. This agreement shall at all times be the only agreement between the parties hereto with respect to the Play. Any agreement, letter, or document prepared by the Licensee or any third party regarding the Play shall not bind or obligate the Licensor in any manner whatsoever, regardless of whether the Licensor signs such agreement, letter or document.

Any dispute or controversy arising out of or under this agreement or pertaining thereto shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York. and in no other forum. The parties hereto hereby consent to the jurisdiction of such courts.

Licensee represents and agrees that during the term of this agreement Licensee will not be party to or otherwise covered by a contract with Actors Equity Association with respect to the play.

The Licensee agrees to make no additions, changes, or interpolations of any kind in, and no substantial deletions from the music score or book of the plays written by the author, and furnished by the Licensor. All performances shall faithfully preserve the story, plot, characters, characterizations, situations, idea, form and integrity of the plays written, and shall be in strict accordance with the material furnished by the Licensor. The rights granted to the Licensee do not include any right to the original or other choreography, direction or staging, costume designs or scenery designs.

The rights granted to the Licensee do not include any right to the original or other graphic material, artwork, logos, photographs, and recordings, of and/or relating to the show. The right to radiobroadcast, telecast, place on the internet or any other electronic media, or record the play, or any part thereof in any manner is not included.

CONTINUED ON REVERSE SIDE OF THIS PAGE.

RETAIN THIS SHEET FOR FUTURE REFERENCE. IT IS PART OF YOUR LICENSE AGREEMENT.

Riverside Community College

CONTINUED FROM SIDE ONE

If Licensee shall default in the performance of any of the terms of this License Agreement, the Licensee shall pay to the Licensor any obligation incurred by the Licensor in enforcing its rights hereunder, including, but not limited to, attorney's fees, telephone and FAX charges and collection expenses. A delinquency charge of 1% per month (but not in excess of the lawful maximum) will be added and charged on any account thirty days in arrears until paid in full.

None of our shows may be announced, advertised, publicized, or tickets or theatre parties sold until you have returned your signed contract, and we acknowledge in writing, receipt and approval of same, payment of the total royalty and rental is to be received by us prior to the shipment of material, but not later than six weeks before the first performance date. All performances must be contracted for in advance. No extensions will be granted.

This quotation, letter and information sheet does not constitute a license. The right to perform and to announce, advertise or publicize performances may only be granted pursuant to our written acceptance of the enclosed completed and signed license agreement, and such rights are subject to availability at the time that the license agreement is submitted to us for approval.

RETAIN THIS SHEET FOR FUTURE REFERENCE. IT IS PART OF YOUR LICENSE AGREEMENT.

2003 Tams-Witmark Music Library, Inc.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-8-A-e

Date: April 18, 2006

Subject: Agreement with MTI – Music Theatre International

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Music Theatre International for royalties and rental materials for the Performance Riverside production of Damn Yankees. This agreement is for \$7,500.00 against 10% of the gross receipts whichever is greater plus \$1,928.00 for security deposit, rental materials, and tax. The term of this agreement is April 19, 2006 through October 10, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through October 10, 2006, for \$7,500.00 against 10% of the gross receipts whichever is greater plus \$1,928.00 for security deposit, rental materials, and tax, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

**PRODUCTION CONTRACT**



**MUSIC THEATRE INTERNATIONAL**  
 421 West 54th Street, New York, NY 10019 • (212) 541-4684  
 Fax: (212) 397-4684 • E-Mail: Licensing@MTIShows.com • www.MTIShows.com

**Licensee:** PERFORMANCE RIVERSIDE  
 C/O 4800 MAGNOLIA AVENUE  
 RIVERSIDE CA 92506 1297 UNITED STATES

DATE: 2/08/2006 RUSSELL  
 CONTRACT#: 282128  
 RE: ~~12/21/2005~~ 2200 20  
**Expiration Date:** 5/15/2006  
**Performance Dates:** 10/24/2006

THIS IS A LICENSE FOR \*\* AN EQUITY \*\* PRODUCTION OF  
 DAMN, YANKEES

**Special Conditions:**

**ROYALTY**

A GUARANTEE OF \$7500.00 AGAINST 10.00% OF THE GROSS BOX OFFICE RECEIPTS, WHICHEVER IS GREATER.

Provisions: box office receipts must be sent no later than 5 days after the close of the production

**SECURITY FEE**

\$400.00 to be refunded following the safe timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

**RENTAL FEE**

\$800.00 for a standard set of materials or any part thereof (see below).

Please Add 7.750 Sales Tax to All Rental Items

**BILLING CREDITS**

For proper usage, refer to Section 1, Paragraphs 4 (A & B) of the Performance License.

Words and Music by RICHARD ADLER and JERRY ROSS  
 "DAMN, YANKEES" Book by GEORGE ABBOTT and DOUGLASS WALLOP  
 Based on the novel by Douglass Wallop "The Year the Yankees Lost the Pennant"

**STANDARD RENTAL SET**

A standard set of materials is itemized below and is the ONLY acting edition authorized by the Authors and must be rented from us as a condition of this offering. If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 each extra month or part thereof, pending availability.

- 25 Libretto/Vocal Books
- 1 Piano Vocal Scores
- 1 Piano-Conductor Score
- 1 Study Guide

**Orchestration:**

- 1 Reed I (clarinet, flute, piccolo, alto sax)
- 1 Reed II (alto sax, clarinet, flute)
- 1 Reed III (tenor sax, oboe, English horn)
- 1 Reed IV (tenor sax, bass clarinet)
- 1 Reed V (baritone sax, clarinet, bassoon, bass clarinet)
- 1 French Horn
- 2 Violins A-C
- 1 Viola
- 1 Trumpet I & II
- 1 Trumpet III
- 1 Trombone I
- 1 Trombone II
- 1 Trombone III
- 1 Cello
- 1 Bass
- 1 Guitar
- 1 Percussion

NOTE: The libretto/vocal book includes the complete script, plus the vocal line and lyrics for the cast. There are no prop. set or costume guides available.

**ADDITIONAL MATERIALS/RESOURCES**

ITEM	ADDITIONAL	PACKED	MISSING
Lib/Vocal Books	\$5.25	\$10.00	\$36.00
Piano Vocal Score	\$0.00	\$40.00	\$50.00
Orchestra Parts	\$5.00	\$30.00	\$60.00
-----			
**Rehear Score \$250	* Study Guides \$5.75 each	* Reference Recording \$20**	**
**T-Shirts call for order form	* OrchExtra-call for price	**	**
-----			
**Logo Pack Licensing**			



CHECK LISTING UNDER "ADDITIONAL MATERIALS/RESOURCES" ON OTHER SIDE FOR AVAILABILITY

**CONFIRMATION OF PERFORMANCE INFORMATION**

Please complete, sign and return with full payment. Refer to reverse side for all fees. Please PRINT.

Name of Show: Damn Yankees  
 Name and address of place of performance: 4800 Magnolia Avenue, Landis Ref. Arts Center  
 Date(s) of performance(s): September 15, 16, 17, 22, 23, and 24, 2006

SHIP WITH: Full Orchestration  No Orchestration  Partial/Alternate Orchestration   
(circle required orchestra parts on front of contract)

ROYALTY: Royalty A for 9 performance(s) @ \$\_\_\_\_\_ per performance, a total of..... \$ 7,500.00  
 Royalty B for \_\_\_\_\_ performance(s) @ \$\_\_\_\_\_ per performance, a total of..... \$ \_\_\_\_\_  
 Royalty C for \_\_\_\_\_ performance(s) @ \$\_\_\_\_\_ per performance, a total of..... \$ \_\_\_\_\_

RENTAL: Rental fee for a standard set of materials..... \$ 800.00  
 Extra rental time for \_\_\_\_\_ months @ \$400.00 per month..... \$ \_\_\_\_\_

**Additional Materials/Resources** (See front of contract for availability)

Rehearscore®: \$250.00   
 Reference Recording: \$20.00  Logo Pack: \$50.00  ..... \$ 50.00  
 Other (please specify) \_\_\_\_\_ @ \$\_\_\_\_\_ a total of..... \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$\_\_\_\_\_ a total of..... \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$\_\_\_\_\_ a total of..... \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$\_\_\_\_\_ a total of..... \$ \_\_\_\_\_

SECURITY FEE: ..... \$ 400.00  
 TAX (NY, MN, CA PLEASE ADD APPLICABLE SALES TAX TO ALL RENTAL ITEMS): ..... \$ 678.13  
**TOTAL \$ 9,428.13**

TOTAL AMOUNT ENCLOSED \$ 400.00  
 OUTSTANDING OBLIGATIONS \$ 9,028.13

**SHIPPING**

Shipment is made by standard ground service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: OVERNIGHT  SECOND DAY  GROUND

Shipping Address: 4800 Magnolia Avenue

(NO P.O. Boxes)

City Riverside State CA Zip 92506

Daytime Phone Number 951 222-8485 Fax Number 951 222-8940

Email Address diane.doyle@rcs.edu

**PAYMENT**

CHECK or MONEY ORDER (No Personal Checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD: VISA  MASTERCARD  AMERICAN EXPRESS

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on card: \_\_\_\_\_

Signature: \_\_\_\_\_ Amount: \_\_\_\_\_

PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

**ACCEPTANCE**

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at [www.MTIShows.com/PerfLicense](http://www.MTIShows.com/PerfLicense).

Print Your Name: Jim Buysse Title: Vice Chancellor, Admin. & Finance

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN ONE (1) COMPLETED COPY TO MTI

**MUSIC THEATRE INTERNATIONAL  
PERFORMANCE LICENSE  
www.MTIShows.com**

**BUSINESS OFFICE**  
Tel: (212) 541-4684 Fax: (212) 397-4684  
Music Theatre International  
421 West 54th Street  
New York, NY 10019

**MTI MUSIC LIBRARY**  
Tel: (631) 491-0670  
Music Theatre International  
37 Edison Avenue  
West Babylon, NY 11704

**Please read this Performance License carefully and keep this copy for your records.**

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

**I. COPYRIGHT PROVISIONS — Any violation of these provisions shall automatically terminate this License.**

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play: Under federal law, you may not make any changes, including but not limited to the following:**
  - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
  - b. You may not delete, in whole or in part, any material in the existing Play.
  - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
  - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
  - e. You may not make any copies of the materials provided or physically alter, amend or change them without MTI’s prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
  - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
  - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
  - a. Recording: This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing.
  - b. Broadcast: Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
  - a. Author/Creator: You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
  - b. MTI: You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:

“[Name of Play]” is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 421 West 54th Street, New York, NY 10019  
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com
  - c. If your program contains cast and/or creative team bios, we encourage you to include bios for the authors as well as the MTI bio. Bios can be found on our website at www.MTIShows.com/programbios or obtained by request from MTI.
  - d. You must include the following warning in your program:

“The videotaping or other video or audio recording of this production is strictly prohibited.”
  - e. Logos: You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
  - f. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

**II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS**

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI’s BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI’s receipt of both a signed Production Contract and payment in full. ~~You are not to announce, present or sell tickets for any performances until you are licensed as provided above.~~
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.

[Please keep reading - continued on other side]

4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

### III. MATERIALS RENTAL PROVISIONS

1. **Term:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided we have received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** We make no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials MUST be reported to our Business Office within forty-eight (48) hours upon your receipt of them, or you may be liable for full replacement charges upon their return to us.
5. **Shipping Charges:** You shall pay shipping charges BOTH WAYS for materials that we rent and/or supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to us. We ship by U.S. Mail, Air Freight, UPS or other carriers at our sole option. Any expense that we incur with respect to the delivery or return of the materials to our library shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to us, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, we shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to us of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to our Music Library address listed at the top of this License. **DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!**  
**Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.**
8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-f

Date: April 18, 2006

Subject: Agreement with Tams-Witmark Music Library, Inc.

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Tams-Witmark Music Library, Inc., for royalties and rental materials for the Performance Riverside production of Dreamgirls. The royalties and rental fees will be paid by DreamWorks LLC or its affiliates. Performance Riverside will pay \$590.00 for orchestration rental for two months prior to opening day. The term of this agreement is April 19, 2006 through November 29, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through November 29, 2006, for an amount not exceed \$590.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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



**TAMS-WITMARK**  
**MUSIC LIBRARY, INC.**  
560 LEXINGTON AVENUE, NEW YORK, N.Y. 10022

**LICENSE AGREEMENT, MADE ON BEHALF OF THE COPYRIGHT PROPRIETORS,  
TO BE SIGNED BY ENTITIES PERFORMING MUSICAL SHOWS**

**Contract #** 290159 **Date:** February 14, 2006

Licensee, whose name appears below, hereby agrees to pay the rentals and royalties specified in the quotation letter of Tams-Witmark Music Library, Inc., hereinafter the Licensor, relating to the performance of the

musical work (fill in title).....**DREAMGIRLS**.....  
hereinafter the Play, on the spoken stage, in the English language for (fill in number of performances) .. 11.....  
performances on (fill in all perf. dates)...**November 10, 11, 12, 17, 18 & 19, 2006**.....

at (fill in name of auditorium or hall, street address, city and state) **Landis Performing Arts Center**.....  
.. **4800 Magnolia Avenue, Riverside, CA 92506** .....(fill in auditorium phone #)**(951) 222-8399**

The maximum seating capacity of the above auditorium is (fill in number of seats).....**1000**.....  
The admission prices to be charged are (fill in prices) .. **\$7..\$10..\$15..\$20..\$25..\$30..\$35**.....

The royalty and rental quotation given to Licensee by Licensor for this show is (fill in price) **Performance Fees**  
for the first performance and (fill in price) \$ **To be paid by DreamWorks LLC or its affiliates.**  
for each additional consecutive performance. To be considered consecutive, each performance must be presented in the same auditorium and within fourteen days of the preceding performance.

All contemplated performances have been listed above. Licensee agrees that no changes can be made in the dates or number of performances, capacity or location of auditorium and/or admission prices. Licensee agrees that should Licensee desire any changes, Licensee will immediately request the approval of Licensor, and that if such changes are approved by Licensor, an increase in the royalty and rental prices quoted may result. Licensor reserves the absolute right to approve or disapprove any desired changes or additions to this License Agreement. All changes or additions must be requested in writing and become effective only when approved by Licensor in writing. Licensee agrees that Licensee will not present, announce, advertise or sell tickets for any additional performances until Licensor has specifically licensed Licensee to perform these additional performances.

**ALL OF THE TERMS ON THE REVERSE SIDE HEREOF AND ALL OF THE PROVISIONS OF THE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" APPLY TO THIS LICENSE AGREEMENT AND ARE MADE PART HEREOF.** Licensee agrees that the music and dialogue material will be returned to the Licensor, prepaid, within seven (7) days, after the last performance hereunder and that the full replacement costs of all missing or mutilated material, additional royalty and rental, and any charges in connection with this transaction, will be paid. Licensee understands Licensee is responsible for all material in transit, until it is delivered to Licensor at the above address.

The material rented to Licensee shall not be copied, reproduced, sold or otherwise distributed by Licensee or with Licensee's permission, and shall be used only for the purpose of giving the performances above specified.

The above shall constitute a valid agreement between Licensor and Licensee when properly signed by the Licensee, returned to the Licensor and either acknowledged in writing to the Licensor by the Licensee, or upon the shipment of rehearsal material to the Licensee.

**\* \* RIDER ATTACHED \* \***  
**Each of 2 rider pages to be initialed by Licensee.**

Check here if Licensee will use an orchestration.  
Licensee will want to rent the orchestration for a total of (fill in number).....**2**..... months before the first performance.

Check here if Licensee WILL NOT use an orchestration

Licensee will want to rent the rehearsal material for a total of (fill in number) .....**2**..... months before the first performance.

**Riverside Community College District**  
.....**24000**.....  
(Licensee)

By .....  
*Signature and Your Title or Position*

Licensee's Phone # .....

**PLEASE MAKE AND KEEP A COPY OF THIS LICENSE AGREEMENT SO THAT YOU CAN NOTIFY US PROMPTLY SHOULD YOU DESIRE TO MAKE ANY CHANGE IN ANY OF THE INFORMATION YOU HAVE SUPPLIED.**

**SEE REVERSE SIDE FOR ADDITIONAL TERMS WHICH CONSTITUTE PART OF THIS AGREEMENT.**

**SEE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" WHICH CONSTITUTES PART OF THIS AGREEMENT.**

## ADDITIONAL TERMS

The Licensor warrants that it has the right to grant the license herein set forth. Its liability under this License Agreement (under such warranty or otherwise) is limited to the amount of royalty and rental actually paid by the Licensee to the Licensor hereunder.

The license hereby granted to the Licensee is conditioned upon the performance by the Licensee of all its obligations hereunder, including the payment of all rentals and royalties when due (time being of the essence), and unless so performed, this license shall forthwith terminate at Licensor's election, without notice to the Licensee, but the Licensee shall remain liable for the breach of its obligations hereunder.

**ALL MATERIAL MUST BE RETURNED IN GOOD CONDITION. NOTATIONS MUST BE MADE LIGHTLY AND ONLY IN SOFT BLACK LEAD PENCIL. REPLACEMENT CHARGES WILL BE MADE FOR ANY DAMAGED MATERIAL. ALL NOTATIONS MUST BE ERASED FROM ALL REHEARSAL MATERIAL AND ORCHESTRATIONS BEFORE THEY ARE RETURNED. A CHARGE WILL BE MADE IF THE MATERIAL IS RETURNED DIRTY. REPLACEMENT CHARGES WILL BE MADE FOR DAMAGED AND LOST MATERIAL.**

All payments made by the Licensee hereunder shall be non-returnable, except that upon the Licensee's performing all of its obligations under this agreement, the deposit when applicable, on the material in excess of any charges for non-return or damage to the material, shall be refunded.

The Licensor shall have the right to examine the Licensee's books and records and shall have the right to make copies thereof for the purpose of determining all monies due hereunder.

The rights granted to the Licensee hereunder are not exclusive and are strictly limited to the rights specified herein.

A License must be granted, and royalty and rental fees paid, for all performances at which an audience is present, regardless of whether admission is charged or whether the performance is characterized as a rehearsal or dress rehearsal.

All rights, other than the rights specifically granted herein, of whatsoever kind or nature (whether or not such rights are in competition with the rights granted herein) are reserved for the unrestricted uses of the owners of said rights, their designees and licensees.

This license is personal to the Licensee and cannot be assigned or transferred by the Licensee, nor may the Licensee sublicense any of the rights hereunder.

Should it be determined that this transaction is subject to sales, value added, or use tax, the Licensee agrees to reimburse the Licensor for any such taxes paid by the Licensor with respect to this transaction.

The names of the authors of the Play and other credits appearing in Licensor's catalog must appear in a prominent place on the title page of the program, in all advertisements and in all other billings of the Play in such form as they are printed in Licensor's catalog. Licensor requires one copy of this program of the Play.

Licensor requires a line on the title page of the program, stating that the musical show is produced by arrangement with, and the music and dialogue material furnished by TAMS-WITMARK MUSIC LIBRARY, INC., 560 Lexington Avenue, New York, NY 10022.

The terms and conditions below are in addition to the foregoing and apply to all Licensees of **DREAMGIRLS**

(i) The Licensee agrees it will not directly or indirectly assign, sublicense, or otherwise transfer any of the rights granted to it.

(ii) ~~The Licensee agrees it will not use or reproduce the likenesses of any of the "Peanuts" comic strip characters for advertising the PLAY or for any other purpose.~~

(iii) The Licensee will not claim any rights in the names or likenesses of the characters or the Trademarks, and will not adopt or use or register or attempt to register as a, or as part of a, trademark, service mark, trade name or corporate name any of the Trademarks or any term or translation meaning substantially the same thing as any of the Trademarks.

(iv) The Licensee agrees to grant and give directly to United Media of 200 Madison Avenue, 4th floor, New York, New York 10166, full legal and equitable rights and remedies against the Licensee if the Licensee breaches the provisions of (i), (ii) or (iii) above or any other provisions of this agreement.

February 14, 2006

RIDER to the license agreement (the "Agreement") between Tams-Witmark Music Library, Inc. (the "Licensor") and Riverside Community College District (the "Licensee") with respect to the dramatico-musical work DREAMGIRLS (the "Play").

The following terms and conditions shall apply to the Agreement:

1. The Licensee shall not be responsible for the payment of the royalty and rental charges under the Agreement provided all the following conditions are met:
  - a. The Licensee is not a dinner theatre.
  - b. The performances of the Play are presented in the United States or Canada.
  - c. All performances of the Play are presented during calendar year 2006.
  - d. No member of the cast of the Licensee's production of the Play is a member of Actors' Equity Association or any other actors' union. The Licensee represents that its performances are amateur in all respects. No professional performers will be utilized.
  - e. The Licensee's production will be announced and advertised solely as an amateur production.

If any of the foregoing conditions are not met, the Licensee shall be responsible for the payment of all royalty and rental charges under the Agreement.

2. The Licensee shall be responsible for the payment of all mailing, insurance and handling charges related to the shipment of the music and dialogue materials and for the payment of any charges due on account of any of such materials that are lost or damaged or returned late. The Licensor may require the Licensee to pay a deposit upon the signing of the Agreement, which deposit would be applied against the charges for any lost, late or damaged materials. The following materials for the Play shall be supplied by the Licensor to the Licensee:

- 1 Prompt Book
- 1 Piano-Conductor's Score (4-Volume Set)
- 33 Chorus-Vocal Parts
- 20 Prompt Books for Dialogue Parts

Licensee initial here \_\_\_\_\_

February 14, 2006

-2-

If the Licensee requires an orchestration or individual orchestra parts, the Licensor shall also supply said materials. The instrumentation for the orchestration is as follows:

Reed 1  
Reed 2  
Reed 3  
Trumpets 1 & 2  
Trumpet 3  
Trombone 1  
Trombone 2  
Bass (Electric)  
Guitar  
Synthesizer  
Percussion  
Drums  
Piano (Act 1)  
Piano (Act 2)

3. The Licensee may be contacted by DreamWorks LLC ("DreamWorks") or one of its affiliates in connection with the Licensee's performances of the Play. The Licensor shall have no responsibility whatsoever for any actions of DreamWorks or any consequence of any relationship between the Licensee and DreamWorks.

Licensee initial here \_\_\_\_\_

# TAMS-WITMARK MUSIC LIBRARY, INC.

560 LEXINGTON AVENUE NEW YORK, N.Y. 10022  
212-688-2525 800-221-7196 (FAX) 212-688-3232

## INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE

The music and dialogue that is included in the rental charge given in Licensor's quotation letter comprises:

- A. One score for use by the conductor. (This is a piano-conductors's score)
- B. Vocal parts for the principal singers, and 25 chorus parts.
- C. One prompt book, containing the complete dialogue.
- D. Dialogue parts for the speaking characters.

The rehearsal material (as listed in paragraphs A, B, C and D above) is loaned for a period of three months. However, the rehearsal material is to be returned within seven (7) days after the last performance regardless of when it was originally received, even if less than a three-month period has expired. Should the rehearsal material be required longer than three months prior to the first performance, there is an additional rental charge of one-hundred twenty-five dollars (\$125.00) per month.

SHOULD YOU REQUIRE ORCHESTRA PARTS FOR THE SHOW, YOU MUST CHECK THE APPROPRIATE BOX ON THE AGREEMENT FORM, AND INDICATE THE NUMBER OF MONTHS YOU REQUIRE THE ORCHESTRATION. THERE IS A RENTAL CHARGE OF TWO HUNDRED NINETY-FIVE DOLLARS (\$295.00) PER MONTH FOR THE ORCHESTRATION. Should you require the orchestration, it must be rented for a period commencing a minimum of one month prior to the first performance. Should performances continue over a period of more than one calendar week (Monday through Sunday), additional orchestration rental will be charged pro-rated by the one-quarter month. Extra orchestra parts (We supply strings 2-1-1-1-1) rent for fifteen dollars (\$15.00) each per month. The use of a synthesizer, or any other electronic sound producing device, not authorized by the Licensor in writing, is prohibited.

The Stage Manager's Guide, which contains some helpful staging information, is not part of the ordinary rehearsal material, but can be obtained for many shows at an extra rental of seventy-five dollars (\$75.00) for any part of a 3-month period. Additional prompt books rent for six dollars (\$6.00) each for a three-month period. Additional conductor's scores, if published, rent for sixteen dollars (\$16.00) each for a three-month period, and if unpublished, rent for twenty-four dollars (\$24.00) each for a three-month period. If more than twenty-five chorus books are required, there is an additional rental charge of six dollars (\$6.00) for each extra copy for a three-month period. Should any of the above additional material be needed for more than a three-month period, the rental for the extra time will be pro-rated on a monthly basis. However, there is no reduction from the three month rate should the additional material not be needed the full three months. The Licensee must report, in writing, any error or deficiency in material received within seven (7) days after receipt of the material.

All material must be returned to the library within seven (7) days after the last performance. Additional rental charges in the above amounts will be made on material returned more than seven (7) days after the last performance. When returning material, always wrap securely, insure sufficiently and mark the wrapper with the name of Licensee's organization and account number so Licensor can issue proper credit. The Licensee is responsible for all material while in transit both ways. IT IS UNDERSTOOD THAT THE LICENSEE PAYS ALL SHIPPING CHARGES ON PACKAGES BOTH WAYS. THE LICENSEE PAYS ALL BROKERAGE, CUSTOMS, AND ENTRY CHARGES BOTH WAYS ON FOREIGN SHIPMENTS. FOREIGN SHIPMENTS MUST BE SHIPPED BY AIR TRANSPORTATION BOTH WAYS, AT LICENSEE'S EXPENSE.

All payments must be made by check or money order in United States funds, payable on a bank in the United States.

The Licensee agrees to indemnify the Licensor and the authors and producer of the play from any claim arising out of the violation by the Licensee of any of the provisions of this agreement.

This agreement shall be interpreted and governed by the laws of the State of New York. This agreement expresses the entire understanding and agreement of the parties hereto, and it may not be changed or terminated orally. This agreement may only be amended by a written document that is prepared by the Licensor and signed by the Licensor. This agreement shall at all times be the only agreement between the parties hereto with respect to the Play. Any agreement, letter, or document prepared by the Licensee or any third party regarding the play shall not bind or obligate the Licensor in any manner whatsoever, regardless of whether the Licensor signs such agreement, letter or document.

Any dispute or controversy arising out of or under this agreement or pertaining thereto shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum. The parties hereto hereby consent to the jurisdiction of such courts.

Licensee represents and agrees that during the term of this agreement Licensee will not be party to or otherwise covered by a contract with Actors Equity Association with respect to the play.

The Licensee agrees to make no additions, changes, or interpolations of any kind in, and no substantial deletions from the music score or book of the play as written by the author, and furnished by the Licensor. All performances shall faithfully preserve the story, plot, characters, characterizations, situations, idea, form and integrity of the play as written, and shall be in strict accordance with the material furnished by the Licensor. The rights granted to the Licensee do not include any right to the original or other choreography, direction or staging, costume designs or scenery designs.

The rights granted to the Licensee do not include any right to the original or other graphic material, artwork, logos, photographs, and recordings, of and/or relating to the show. The right to radiobroadcast, telecast, place on the internet or any other electronic media, or record the play, or any part thereof in any manner is not included.

CONTINUED ON REVERSE SIDE OF THIS PAGE.

RETAIN THIS SHEET FOR FUTURE REFERENCE. IT IS PART OF YOUR LICENSE AGREEMENT.

Riverside Community College

CONTINUED FROM SIDE ONE

If Licensee shall default in the performance of any of the terms of this License Agreement, the Licensee shall pay to the Licensor any obligation incurred by the Licensor in enforcing its rights hereunder, including, but not limited to, attorney's fees, telephone and FAX CHARGES and COLLECTION expenses. A delinquency charge of 1% per month (but not in excess of the lawful maximum) will be added and charged on any account thirty days in arrears until paid in full.

None of our shows may be announced, advertised, publicized, or tickets or theatre parties sold until you have returned your signed contract, and we acknowledge in writing, receipt and approval of same. Payment of the total royalty and rental is to be received by us prior to the shipment of material, but not later than six weeks before the first performance date. All performances must be contracted for in advance. No extensions will be granted.

This quotation, letter and information sheet does not constitute a license. The right to perform and to announce, advertise or publicize performances may only be granted pursuant to our written acceptance of the enclosed completed and signed license agreement, and such rights are subject to availability at the time that the license agreement is submitted to us for approval.

**RETAIN THIS SHEET FOR FUTURE REFERENCE. IT IS PART OF YOUR LICENSE AGREEMENT.**

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Riverside Community College

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-g

Date: April 18, 2006

Subject: Agreement with Orange County Performing Arts Center

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Orange County Performing Arts Center for the Performance Riverside production of Letters to Harriet Tubman. This agreement includes performances on February 22, 23, and 24, 2007, for an amount of \$2,075.00. The term of this agreement is April 19, 2006 through February 24, 2007. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through February 24, 2007, at a cost of \$2,075.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

March 14, 2006



Chuck Abernathy  
Performance Riverside  
4800 Magnolia Ave.  
Riverside, Ca 92506

Dear Mr. Abernathy:

I am pleased to confirm your reservation for two performances of **LETTERS TO HARRIET TUBMAN** on Thursday, February 22, 2007 at Performance Riverside. The performance times are 9:30 am and 11:00 am. Please read the following and the attached technical requirements, and if it represents your understanding of our agreement, indicate by signing both copies of this letter, keep one copy and return one copy to me. **Due to insurance liability and artist protection a performance will not take place at your site unless this office has received a signed copy of this letter of understanding. There will be no exceptions.**

A cleared, clean performance space must be available for the performance. The performers can be expected to arrive a minimum of 30 minutes prior to the first performance. A private area near the stage or performance space must be available for costume changes and storage. Due to contractual limitations, no video or flash photography is permitted. Please consult the attached **Technical Requirements for additional requirements for this artist.**

Full payment for this presentation is \$725.00 paid by Riverside Community College District Performance Riverside. A check made payable to the **Orange County Performing Arts Center** must be mailed to the attention of the Education Department 15 days (no later than February 7th) in advance of your performance. Please include the enclosed invoice with your payment. Do not give payment to the artist. Be advised that a \$25.00 change fee will be applied, should you need to change dates. Also, a cancellation notice of at least 48 hours is required.

The artist may contact you to confirm the performance a few days before the scheduled date. Your contact with the company will be Susan Devlin.

Thank you for your interest in The Center's Arts Teach. If you have any questions, please feel free to contact me at (714) 556-2122, ext. 4310.

Sincerely,

Jason Siebert  
Manager, Community Programs

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
(Signature) (Title) (Date)

**ORANGE COUNTY PERFORMING ARTS CENTER**

400 TOWN CENTER DRIVE, COSTA MESA, CA 92626  
7145560156 T-1-85 P-002/004 F-288

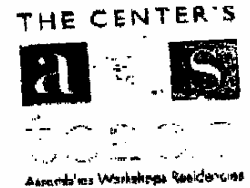
FROM-Orange County Performing Arts

03-14-2006 18:58





March 14, 2006



Chuck Abernathy  
Performance Riverside  
4800 Magnolia Ave.  
Riverside, Ca. 92506

Dear Mr. Abernathy:

I am pleased to confirm your reservation for two performances of **LETTERS TO HARRIET TUBMAN** on Friday, February 23, 2007 at Performance Riverside. The performance times are 9:30 am and 11:00 am. Please read the following and the attached technical requirements, and if it represents your understanding of our agreement, indicate by signing both copies of this letter, keep one copy and return one copy to me. Due to insurance liability and artist protection a performance will not take place at your site unless this office has received a signed copy of this letter of understanding. There will be no exceptions.

A cleared, clean performance space must be available for the performance. The performers can be expected to arrive a minimum of 30 minutes prior to the first performance. A private area near the stage or performance space must be available for costume changes and storage. Due to contractual limitations, no video or flash photography is permitted. Please consult the attached **Technical Requirements** for additional requirements for this artist.

Riverside Community College District

Full payment for this presentation is \$725.00 paid by Performance Riverside. A check made payable to the **Orange County Performing Arts Center** must be mailed to the attention of the Education Department 15 days (no later than February 8th) in advance of your performance. Please include the enclosed invoice with your payment. Do not give payment to the artist. Be advised that a \$25.00 change fee will be applied, should you need to change dates. Also, a cancellation notice of at least 48 hours is required.

The artist may contact you to confirm the performance a few days before the scheduled date. Your contact with the company will be Susan Devlin.

Thank you for your interest in The Center's Arts Teach. If you have any questions, please feel free to contact me at (714) 556-2122, ext. 4310.

Sincerely,

Jason Siebert  
Manager, Community Programs

**AGREED AND ACCEPTED BY:**

(Signature)

(Title)

(Date)

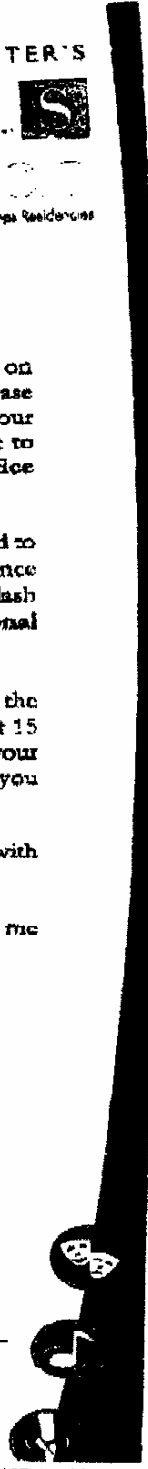
**ORANGE COUNTY PERFORMING ARTS CENTER**  
600 TOWN CENTER DRIVE, COSTA MESA, CA 92626

T-185 P 003/004 F-208

7145560158

FROM-Orange County Performing Arts

03-14-2006 10:58



March 14, 2006

Chuck Abernathy  
Performance Riverside  
4800 Magnolia Ave.  
Riverside, Ca 92506



Dear Mr. Abernathy:

I am pleased to confirm your reservation for one performance of **LETTERS TO HARRIET TUBMAN** on Saturday, February 24, 2007 at Performance Riverside. The performance time is 2:00 pm. Please read the following and the attached technical requirements, and if it represents your understanding of our agreement, indicate by signing both copies of this letter, keep one copy and return one copy to me. Due to insurance liability and artist protection a performance will not take place at your site unless this office has received a signed copy of this letter of understanding. There will be no exceptions.

A cleared, clean performance space must be available for the performance. The performers can be expected to arrive a minimum of 30 minutes prior to the first performance. A private area near the stage or performance space must be available for costume changes and storage. Due to contractual limitations, no video or flash photography is permitted. Please consult the attached Technical Requirements for additional requirements for this artist.

Riverside Community College District

Full payment for this presentation is \$625.00 paid by Performance Riverside. A check made payable to the **Orange County Performing Arts Center** must be mailed to the attention of the Education Department 15 days (no later than February 9th) in advance of your performance. Please include the enclosed invoice with your payment. Do not give payment to the artist. Be advised that a \$25.00 change fee will be applied, should you need to change dates. Also, a cancellation notice of at least 48 hours is required.

The artist may contact you to confirm the performance a few days before the scheduled date. Your contact with the company will be Susan Devlin.

Thank you for your interest in The Center's Arts Teach. If you have any questions, please feel free to contact me at (714) 556-2122, ext. 4310.

Sincerely,

Jason Siebert  
Manager, Community Programs

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
(Signature) (Title) (Date)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-h

Date: April 18, 2006

Subject: Agreement with The Laguna Playhouse

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and The Laguna Playhouse for the Performance Riverside presentation of their equity production of Charlotte's Web. This agreement includes performances, sets, props and costumes for an amount of \$8,000.00 plus overnight accommodations for seven individual rooms. The term of this agreement is April 19, 2006 through May 5, 2007. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through May 5, 2007, at a cost of \$8,000.00 plus overnight accommodations, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

# The Laguna Playhouse

Chuck Abernathy  
Performance Riverside  
Fax # 951-328-3548  
March 14, 2006

Dear Chuck:

Following our conversation today regarding May 3, 4, 5 of 2007.

The Laguna Playhouse would bring the Theatre for Young Audiences Equity Production of **Charlotte's Web** to your venue May 3, 4, 5<sup>th</sup>, 2007.

**Agreement:**

2 Performances per day on May 3 & 4 @ 9:30 & 11:00am for Schools  
(note: Actors need a full ½ hour rest period between performances)  
1 Performance on May 5 @ 2:00pm

Riverside Community College District

Overnight accommodations provided by Performance Riverside for 7 individuals rooms at a Holiday Inn Express or similar quality.

**Production information:**

20' by 20' open stage area with lighting is needed with easy access into the audience.  
Body Mics would be provided to the six actors and a qualified technician to operate the mics during the performance.

All sets, props and costumes provided by the Laguna Playhouse

Dressing rooms available to the actors – male & female

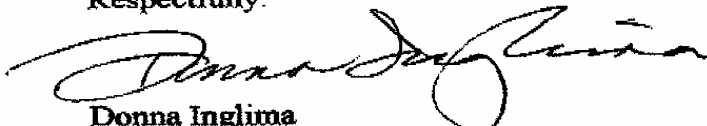
Bottled water available to the actors

Load in time is 1 hr prior to performance time.

Once set up for the 3 days. Set, props and costumes would be secured by Performance Riverside.

**Fees not to exceed \$8000.** (\$1600 per performance x 5 performances)

Respectfully:



Donna Inglima  
Director of Youth Theatre, Education & Outreach  
949-497-2787 x 202

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Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-i

Date: April 18, 2006

Subject: Agreement with California Theatre Center

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and California Theatre Center for the Performance Riverside production of The Elves and the Shoemaker. This agreement includes performances, sets, props and costumes for an amount of \$8,500.00. The term of this agreement is April 19, 2006 through December 12, 2006. Funding source: General Fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such 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 April 19, 2006 through December 12, 2006, for an amount of \$8,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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



Performance Agreement Between  
**THE CALIFORNIA THEATRE CENTER**  
(hereinafter "CTC")  
and  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
(hereinafter "Sponsor")

**CTC will provide:**

1. At its sole expense, the production at the time(s) and date(s) listed below:  

Show:	Date/Time:	
The Elves & the Shoemaker	12/10/06	1 Show @ 2:00pm
" " "	12/11/06	9:30am & 11:00am
" " "	12/12/06	" "
2. All transportation for CTC staff needed for production(s).
3. Worker's compensation and health insurance for all its touring staff, as well as liability insurance of one million dollars (\$1,000,000).

**Sponsor will provide:**

4. A total fee of 8,500.00 for the above listed performance(s).
5. The amount due in #4 according to the following schedule:

	Amount:	Due Date:
Total Due	\$8,500.00	8/15/06
6. All publicity, ticket sales, house management, plus all staff required for each.
7. All lighting and sound equipment necessary for the performance.
8. Separate dressing rooms (with mirrors) for males and females. Dressing rooms shall be comfortably heated and ventilated, and shall have entrances and windows properly masked from the public to ensure privacy.
9. Separate sanitary facilities close to the dressing rooms for males and females. These facilities shall have toilets and hot and cold running water, they shall be clean and sanitary, and they shall be separate from those provided for the audience.
10. A clean stage, swept and mopped, and clear playing area (25' x 25' preferred).

**It is further agreed as follows:**

11. CTC shows are approximately one hour in length and perform without an intermission.

P.O. Box 2007, Sunnyvale CA 94087  
Box Office: (408) 245-2978  
Administration: (408) 245-2979  
Fax: (408) 245-0235

**Performance Agreement: Page Two**

12. There shall be no audio or visual recording, broadcast, or flash photography of the performance(s) permitted.
13. There shall be no discrimination or segregation in admission or seating based on race, sex, national origin, or religion.
14. This agreement and the obligations of CTC and the Sponsor are subject to conditions beyond the reasonable control of CTC and the Sponsor, such as illness, accidents in transportation fire, flood, strikes, riots, acts of God, etc. If CTC cannot perform for any of the above reasons, neither CTC nor the Sponsor shall be under any obligation to present the performances at a different time, nor to compensate the other for any services or expenses incurred in connection with such activity.
15. In the event the Sponsor cancels any performance(s) for any reason other than those conditions listed in paragraph #14, above, the Sponsor shall be liable to CTC for the full amount agreed upon and set forth in paragraph #4, above.

If the foregoing accurately sets forth your understanding with us, please sign both copies of this agreement and return one copy to CTC with your deposit. Keep the other copy for your records.

**CALIFORNIA THEATRE CENTER**

Name Gayle Cornelison  
Title General Director  
Signature *Gayle Cornelison*  
Date 3/14/06

**SPONSOR**

Name Dr. James Buysse  
Title Vice Chancellor, Administration & Finance  
Sponsor Riverside Community College District  
Address 4800 Magnolia Ave  
City Riverside  
State CA Zip 92506-1294  
Phone 951-222-8498  
Fax 951-328-3548  
e-mail \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

**PLEASE RETURN ONE COPY TO:**  
California Theatre Center  
ATTN: Tour Director  
P.O. Box 2007  
Sunnyvale, CA 94087

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-j

Date: April 18, 2006

Subject: Agreement with OnStage Musicals, Richard Stover

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and OnStage Musicals, Richard Stover, co-owner, who will present two programs with a pops orchestra and singers and/or dancers, as needed, as part of the 2006-2007 subscription series for Performance Riverside. OnStage Musicals will assume the responsibility for salaries for all performers and provide music, music stands, stand lights, and costumes incidental to the actual performance. The production themes, selection of all performers, and music is the sole responsibility of Richard Stover. The fee for these services is \$14,000.00. The term of this agreement is April 19, 2006 through March 4, 2007. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through March 4, 2007, for an amount of \$14,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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



AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
ONSTAGE MUSICALS, RICHARD STOVER, CO-OWNER

This Agreement, entered into this April 19, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and OnStage Musicals, Richard Stover, co-owner, 2470 Sunset Drive, Riverside, CA 92506, an independent contractor, hereinafter referred to as the "Contractor."

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning December 17, 2006, and will continue in effect until March 4, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

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

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

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

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

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

#### ARTICLE V. OBLIGATIONS OF CLIENT

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

#### ARTICLE VI. TERMINATION OF AGREEMENT

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

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or

promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

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

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

Riverside Community College District

OnStage Musicals

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

\_\_\_\_\_  
Richard Stover, Co-owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AGREEMENT WITH  
ONSTAGE MUSICALS, RICHARD STOVER, CO-OWNER

SCOPE OF SERVICES

“Home for the Holidays”  
“Torch Songs and Jazz”

Richard Stover is a professional conductor of pops orchestras who will provide a pops orchestra with singers and/or dancers. OnStage Musicals, Richard Stover, co-owner, will assume the responsibility for salaries for all performers and provide music, music stands, stand lights, and costumes incidental to the actual performance. The production themes, selection of all performers and music is the sole responsibility of Richard Stover. The term of this agreement is April 19, 2006 through March 4, 2007. With this agreement, Mr. Stover will perform services and produce deliverables as detailed within this scope of service.

Mr. Stover will:

1. Pops orchestra and singers and/or dancers as needed for two performances as part of Performance Riverside's 2006-2007 season.
2. Salaries for all performers.
3. Music, music stands, stand lights, and costumes incidental to the actual performances of “Home for the Holidays”, and “Torch Songs and Jazz”. Each show will last approximately 2 hours with a 15 minute intermission.
4. Production themes, selection of all performers and music.

Payment for the items listed above will not exceed \$14,000.00. Two payments of \$7,000.00 each will be made after presentation of invoice from OnStage Musicals on December 27, 2006 and March 14, 2007.

### Deliverables

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

- Pops orchestra and singers and/or dancers as needed for two performances as part of Performance Riverside's 2006-2007 season.
- Salaries for all performers.
- Music, music stands, stand lights, and costumes incidental to the actual performances of "Home for the Holidays", and "Torch Songs and Jazz". Each show will last approximately 2 hours with a 15 minute intermission.
- Production themes, selection of all performers and music.

Payment for the items listed above will not exceed \$14,000.00.

EXHIBIT B

Riverside Community College District  
Agreement with  
OnStage Musicals, Richard Stover, Owner

COMPENSATION

Conducting, Performances, and Salaries

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$14,000.00 for delivery of two performances of a pops orchestra with singers and/or dancers as needed.
2. The fee will include conductor's fees and salaries for all performers. Each show will last approximately 2 hours with a 15 minute intermission.

Two payments of \$7,000.00 each will be made on December 27, 2006 and March 14, 2007.

1. If the Contractor does not deliver the aforementioned services for the production of "Home for the Holidays" and/or "Torch Songs and Jazz" no funds will be deemed due the Contractor by the Client.
2. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.
3. Client reserves the right to determine stage set up, lighting needs, best sound design arrangements, and other considerations for the use of Landis Performing Arts Center.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-k

Date: April 18, 2006

Subject: Agreement with Jean Yves Tessier

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Jean Yves Tessier for lighting design services for the Performance Riverside production of Evita. This agreement is for \$1,800.00. The term of this agreement is April 19, 2006 through June 7, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through June 7, 2006, for an amount not to exceed \$1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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



AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
JEAN YVES TESSIER

THIS AGREEMENT is made and entered into on this 19<sup>TH</sup> day of April 2006, by and between Jean Yves Tessier, 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 lighting designer services for Performance Riverside's production of Evita.
2. The services outlined in Paragraph 1 will be provided in the Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from April 19, 2006, through June 7, 2006.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$1,800.00 payable on June 17, 2006 after receipt of invoice for services provided.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
8. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Jean Yves Tessier

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Consultant

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Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-1

Date: April 18, 2006

Subject: Agreement with Emily Miller

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Emily Miller for stage manager services for the Performance Riverside production of Evita. This agreement is for \$1,250.00. The term of this agreement is April 19, 2006 through June 18, 2006. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through June 18, 2006, for an amount not to exceed \$1,250.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
EMILY MILLER

THIS AGREEMENT is made and entered into on this 19<sup>TH</sup> day of April 2006, by and between Emily Miller, 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 stage manager services for Performance Riverside's production of Evita.
2. The services outlined in Paragraph 1 will be provided in the Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from April 19, 2006, through June 18, 2006.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$1,250.00. The first installment will be paid on May 26, 2006 and the second installment will be paid on June 9, 2006 upon presentation of invoices.
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
8. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Emily Miller

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Consultant

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Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-m

Date: April 18, 2006

Subject: Agreement with First Baptist Church

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and First Baptist Church for facilities rental for Community Education classes that cannot be accommodated on the college campus. The term of the agreement is May 1, 2006 through April 30, 2008. Funding source: Community Education Resource.

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 approve the agreement, from May 1, 2006 through April 30, 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: Bob Bramucci,  
Dean, Open Campus  
Cyndi Pardee  
Community Education Supervisor

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES AGREEMENT

WHEREAS, Riverside Community College District's Community Education program, hereinafter designated "the District," desires to use the facilities and premises of First Baptist Church, at 5500 Alessandro Blvd, Riverside, California, for the purpose of holding Community Education programs; and

WHEREAS, First Baptist desires to cooperate with the Community Education in the use of the facilities;

NOW, THEREFORE, the parties agree as follows:

1. For the use of First Baptist facilities during the period May 1, 2006 through April 30, 2008, the District will contribute a sum of \$5.00 per student for classes of 12 or less, or \$10.00 per student for classes of 12 or more. In addition, the contribution will be \$10.00 per student if the ovens are used in the large kitchen. This payment will be made at the end of each calendar month.
2. The District will be responsible for any damages other than normal wear and tear sustained to the building accruing through occupancy of the building by the District's Community Education classes.
3. The facility at 5500 Alessandro Blvd. meets all ADA requirements.
4. The District shall have the use of First Baptist facilities on various mutually agreeable dates and times throughout agreed upon by both parties.
5. Both First Baptist and the District mutually agree to indemnity and hold each other harmless from any obligations, costs, claims, judgments, attorney's fees and attachments rising out of, or in any way connected with the services rendered pursuant to this Agreement.

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

Riverside Community College District

First Baptist Church

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

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-n

Date: April 18, 2006

Subject: Agreement with Elsevier – Health Education Systems Inc.

Background: Presented for the Board’s review and consideration is an agreement between Riverside Community College District and Elsevier – Health Education Systems Inc. to provide consulting services for a faculty development workshop on Critical Thinking and Test Item Writing. The term of the agreement is from May 18, 2006 through May 19, 2006, and includes a fee not to exceed \$ 2,550.00. Funding source: VTEA

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement for the term of May 18, 2006 through May 19, 2006, for an amount not to exceed \$2,550.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Sandra Baker  
Dean/Director, Nursing Education



CRITICAL THINKING & TEST ITEM WRITING WORKSHOP  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This document describes the agreement regarding consulting services to be provided by ELSEVIER - Health Education Systems Inc., (HESI).

1. HESI will serve as an independent contractor.
2. HESI will be paid for consulting services as follows:
  - \$2,000/one day consisting of 6 clock hours of training/teaching/consulting services provided by Susan Morrison, Ph.D. R.N.
3. Travel expenses to and from the location of the consulting service shall be paid by the purchaser of said services and shall include:
  - Air travel, when applicable.
  - Rental car expenses, when applicable.
  - Personal car travel, when applicable, at the current IRS reimbursable rate of (\$0.45/mile).
  - Hotel accommodations, when applicable.
4. HESI agrees to provide the purchaser of consulting services with objectives for said services four (4) weeks prior to the day(s) of the consulting services. Any requests for changes in the objectives should be communicated to HESI at least two (2) weeks prior to the day(s) of service.
5. A \$500 cancellation fee shall be paid by the purchaser of the consulting services if a scheduled and confirmed consulting service is canceled by the purchaser.
6. Consulting services include, but are not limited to:
  - Conducting faculty workshops: "Critical Thinking & Test Item Writing."
7. Workshop date: May 19, 2006 – Arriving May 18, 2006
8. A/V Requirements: LCD Projector, Overhead Projector, and a Screen

ACCEPTED AND APPROVED BY:

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

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Susan Morrison, PhD, RN  
President  
Elsevier Health Education Systems, Inc.

---

Date

---

Date

ESTIMATED COST

ELSEVIER - HESI CONSULTING SERVICES  
CRITICAL THINKING & TEST ITEM WRITING FACULTY WORKSHOP  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
May 18, 2006 - MAY 19, 2006

Consulting Fee	\$ 2,000.00
Airfare round trip Houston-Los Angeles	250.00
Hotel	128.00
Airport Parking (Houston)	16.00
Car Rental/Mileage/Shuttle	100.00
Evening Meal	<u>35.00</u>
Total	\$ 2,529.00

## OBJECTIVES

At the end of the HESI Critical Thinking and Test Item Writing workshop, the participant should be able to:

1. Differentiate between internal and external curriculum evaluation.
2. Describe five (5) guidelines for developing effective critical thinking tests.
3. Describe the measurement of an exam's "reliability."
4. Describe the measurement of an exam's "validity."
5. Analyze an exam's reliability using the KR-20.
6. Analyze an exam's validity using test blueprinting.
7. Identify the components of a three (3) step method for item analysis.
  - a. Use of the point biserial correlation coefficient (PBCC) to determine test item discrimination.
  - b. Use of the KR20 to determine test reliability.
  - c. Use of response frequencies for test item choices to edit test items.
8. State the four (4) criteria for writing critical thinking test items.
9. Write a critical thinking test item using the four (4) criteria as described.
10. Evaluate test items in terms of their ability to test critical thinking.

Biographical Information: Susan Morrison, PhD, RN

President  
Health Education Systems, Inc.  
2656 South Loop West, Suite 690  
Houston, TX 77054  
800-950-2728  
Voice: 713-838-7787, ext. 225  
Fax: 713-838-0079  
SusanM@HESITest.com

Clinical Professor  
College of Nursing  
Texas Woman's University  
Houston, TX 77030

Dr. Morrison received her BS and MS in nursing from Texas Woman's University, and her Ph.D. from Texas A&M University. She has served on the faculty of Baylor University, Cornell University, Texas Woman's University, and Houston Community College.

Currently, Dr. Morrison is president and owner of Health Education Systems, Inc. (HESI), which provides evaluation instruments for nursing schools throughout the United States. She is also a Clinical Professor at Texas Woman's University.

Dr. Morrison has numerous publications and conducts faculty workshops throughout the United States on test construction, test item writing, and test analysis. Contact HESI for a copy of Dr. Morrison's vitae.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-o

Date: April 18, 2006

Subject: Agreement with Jeff Tower

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Jeff Tower to provide services as the guest artist for the Tribute to Ellington Honor Band Concert. The term of the agreement is for May 6, 2006, for a fee of \$500.00. 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 approve the agreement, for May 6, 2006, for an amount not to exceed \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Virginia McKee-Leone  
Interim Dean of Instruction  
Charlie Richard  
Associate Professor, Music

AGREEMENT BETWEEN JEFF TOWER  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of April 2006 by and between JEFF TOWER hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Guest artist for the Tribute to Ellington Honor Band Concert May 6, 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 \$500.00.
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.

Jeff Tower

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.: IV-A-8-p

Date: April 18, 2006

Subject: Agreement with Bart Samolis

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Bart Samolis to provide a Masterclass for the RCC MIDI Workstation. The term of the agreement is for May 15, 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 approve the agreement, for May 15, 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  
Charlie Richard  
Associate Professor, Music

AGREEMENT BETWEEN BART SAMOLIS  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of April 2006 by and between BART SAMOLIS 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. Masterclass for the RCC MIDI Workstation May 15, 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.

Bart Samolis

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.: IV-A-8-q

Date: April 18, 2006

Subject: Agreements for the RCC Jazz Festival

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and individuals who will provide services associated with the RCC Jazz Festival. Stephen Hawk and Jeff Hellmer who will be guest adjudicators and offer Masterclasses, Tom Hynes as a guest adjudicator, and Bob McChesney as guest adjudicator, artist and offer a Masterclass. The terms of the agreements are for May 12, 2006 through May 15, 2006, for fees of \$300.00, \$600.00, \$600.00, and \$1500.00, 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 approve the agreements, for May 12, 2006 through May 15, 2006, for amounts not to exceed a total of \$3,000.00, 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  
Charlie Richard  
Associate Professor, Music

AGREEMENT BETWEEN STEVEN HAWK  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of April 2006 by and between STEVEN HAWK hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Guest adjudicator and Masterclass for the RCC Jazz Festival May 12-13, 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 \$600.00.
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.

Steven Hawk

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN JEFF HELLMER  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of April 2006 by and between JEFF HELLMER hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Guest adjudicator and Masterclass for the RCC Jazz Festival May 13-15, 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 \$600.00.
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.

Jeff Hellmer

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN TOM HYNES  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of April 2006 by and between TOM HYNES hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Guest adjudicator for the RCC Jazz Festival May 13, 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.

Tom Hynes

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN BOB McCHESNEY  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of April 2006 by and between BOB McCHESNEY hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Guest adjudicator, guest artist and Masterclass for the RCC Jazz Festival May 12-13, 2006.
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$1500.00.
5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Bob McChesney

Riverside Community College District

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Consultant Signature

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James L. Buysse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-r

Date: April 18, 2006

Subject: Agreement with D.B. Mix, Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and D.B. Mix, Inc. to provide services as recording engineer for the RCC Vocal Jazz Ensemble. The term of the agreement is for April 25, 2006 through May 5, 2006, for a fee of \$1,200.00. 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 approve the agreement, for April 25, 2006 through May 5, 2006, for an amount not to exceed \$1,200.00, 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 D.B MIX, Inc.  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of April 2006 by and between D.B MIX, Inc. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Recording engineer for the RCC Vocal Jazz Ensemble. Provide all necessary recording, mixing, and mastering responsibilities for the RCC Vocal Jazz Ensemble CD recording project April 25, 2006 through May 5, 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 \$1,200.00.
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.

D.B. Mix, Inc.

Riverside Community College District

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Consultant Signature

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James L. Buysse  
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-s

Date: April 18, 2006

Subject: Agreement with Dan Crain

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Dan Crain, to conduct four three-hour workshops, beginning April 19, 2006 through June 30, 2006 as a requirement of the Foster Youth Emancipation Program. The facilitator will be paid at the rate of \$50.00 per hour with total expenses not to exceed \$600.00. Funding source: Foster Youth Emancipation Grant.

The workshop facilitator in this agreement does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, 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 Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 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.

Salvatore G. Rotella  
Chancellor

Prepared by: Shelagh Camak  
Dean, Workforce Preparation  
Michael Wright  
Director, Workforce Preparation Grants and Contracts



WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

DAN CRAIN  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 19<sup>th</sup> day of April 2006, between Dan Crain, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning April 19, 2006, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster Youth Emancipation Program. It is expected that the Facilitator will conduct four (4) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator’s employees included) or any other element of damage of any kind or nature, relating to or in anywise connected

with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of

Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor, Administration & Finance

\_\_\_\_\_  
Dan Crain

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

Facilitator Agreement between  
Dan Crain  
and  
Riverside Community College District

### SCOPE OF WORK

With this Agreement, Facilitator will perform services and produce deliverables as detailed within this scope of work.

#### Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of four (4) 3-hour workshops to participants in the Foster Youth Emancipation Program in the Riverside, Hemet, or Desert areas on beginning April 19, 2006 through June 30, 2006. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with the Director of Riverside Community College Foster Youth Emancipation Program.

### DELIVERABLES

The following will be delivered to Foster Youth Emancipation Program participants as a result of the provision of services described within this scope of work.

- Conduct four (4) 3-hour workshops as part of meeting program requirements.

### COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of four (4) three-hour workshops which include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-t

Date: April 18, 2006

Subject: Agreement with Pattie Pate and Associates

Background: Presented for the Board of Trustees' review and consideration is an agreement with Pattie Pate and Associates to provide services related to proposal development services related to a Smaller Learning Communities submission. The term of the agreement is from April 19, 2006 through June 30, 2006 or the date of the submission deadline established by the U.S. Department of Education for the Smaller Learning Communities Program in its 2006 Request for Applications, whichever is later. These services will not exceed \$6,500 for the 2005-2006 fiscal year. Funding source: General Fund.

The vendor in this contract is a consultant that makes or participates in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor may be subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The staff recommends that the Board deem the vendor as a "Designated Employee" for purposes of the 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, for April 19, 2006 through June 30, 2006, for an amount not to exceed \$6,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Richard Keeler  
Director, Grant and Contract Services

Independent Contractor Agreement  
Between Riverside Community College District  
And Pattie Pate and Associates

This Agreement, entered into this April 18, 2006, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Pattie Pate and Associates, whose address is P.O. Box 6170, Moreno Valley, CA, 92554, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning April 19, 2006, and will continue in effect until June 30, 2006 or the date of the submission deadline established by the U.S. Department of Education for the Smaller Learning Communities Program in its 2006 Request for Applications, whichever is later.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

#### ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 **Minimum Amount of Service.** Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 **Time for Performance of Services.** Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 **Indemnification.** Client and Contractor mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement.
- 4.04 **Assignment and Delegation.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.
- 4.05 **Treatment of Client Information.** Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor within one business day of the request and provide access to all documents and personnel reasonably necessary to the performance of Contractor's duties under this Agreement. Client will identify responsible primary and secondary project contacts within the college and within each partner agency by providing contact information, including a phone number and e-mail address.

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE VII. GENERAL PROVISIONS

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



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

Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

- 7.07 Conflict of Interest Clause: Contractor shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

Signature Authorization Page

Riverside Community College District

Pattie Pate and Associates

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Independent Contractor Legal Representative

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Date

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Date

## EXHIBIT A

### Independent Contractor Agreement Between Riverside Community College District And Pattie Pate and Associates

#### Scope Of Services

With this Agreement, Pattie Pate and Associates will perform services and produce deliverables as detailed within this scope of service.

#### Smaller Learning Communities Proposal Development

Pattie Pate and Associates will provide proposal development services that will include, but not be limited to the following:

- Upon request, perform all activities necessary to plan and develop one Smaller Learning Communities proposal, first in draft form, then in final submission format that incorporates input from local education agency and college officials.
- Meet with local education agency and college officials designated as contacts for the Smaller Learning Communities proposal to develop the focus and a detailed plan for the grant application, and coordinate appropriate communication between and with staff assigned to the development of the program.

## Deliverables

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

- A complete, written Smaller Learning Communities proposal, first in draft and subsequently in final submission format. The proposal will be prepared and rendered to the District a minimum of one week prior to the submission deadline established by the U.S. Department of Education in its 2006 Request for Applications. Proposal development services will include the review of electronic documents and materials necessary to meet the Smaller Learning Communities 2006 Request For Application requirements and the electronic submission process.

EXHIBIT B

Independent Contractor Agreement  
Between Riverside Community College District  
And Pattie Pate and Associates

Compensation

1. Proposal Development – Smaller Learning Communities Program

This agreed upon total, \$6,500, for the development and writing of a Smaller Learning Communities submission includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of each final draft as outlined in Exhibit A.

2. If the Contractor is not able to render all services outlined in “Exhibit A”, the Contractor will be paid a mutually agreed upon amount for the services rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-u

Date: April 18, 2006

Subject: Agreement with FirstCom Music

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and FirstCom Music to provide the Instructional Media Center with all rights to use music for broadcasts, production and presentations. The term of this agreement is from April 19, 2006 through April 18, 2009. Under the terms of this agreement, the District will pay \$3,009.00 over three years at a rate of \$1,003.00 per year. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 19, 2006 through April 18, 2009, for an amount of \$3,009.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Cecilia Wong  
Executive Dean, Technology and Learning Resources



1325 Capital Parkway, Suite 109  
Carrollton, Texas 75006  
800.858.8880 or 972.44.MUSIC

*Facsimile/Email Transmission*

Date: Wednesday, April 12, 2006  
To: Henry Bravo  
Company: Riverside Community College  
Email: henry.bravo@rcc.edu

From: Chad Huffman  
Phone: 1-800-858-8880 x 828  
Fax: 972-389-4328

Subject: FirstCom Music License

Pages included in this transmission including cover page: 7

Attached is the necessary paperwork to license your FirstCom Music Library. Please sign where indicated and fax the completed license back to me at 972-389-4328. I will have the license counter signed and a complete copy returned to you for your files. Please do not make any changes on the face of the license.

Thank you for selecting FirstCom Music as your production music source. I look forward to helping you build the perfect production music library and making certain that you always have exactly the music you need.

Best regards,

Chad Huffman

The information contained in this transmission is privileged and confidential. If you are not the intended recipient, nor the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this transmission (including any attachments) is strictly prohibited. If you have received this transmission in error, please notify the sender. Thank you for your assistance.





FirstCom Music, a unit of Zomba Enterprises, Inc.  
1325 Capital Parkway, Suite 109 \* Carrollton, TX 75006 • 972-446-8742 • 800-858-8880  
Customer Service: 800-858-5558 • Fax: 972/242-6526 • info@firstcom.com

Customer ID #: _____	Offer Exp. Date: _____
Bill Number: <u>NEW</u>	
FirstCom Representative: <u>Chad Huffman</u>	Customer Code: <u>E-7, 8, 1, 2</u>
Con. Type: <u>Broadcast PPL Charter- With Discs</u>	

## BLANKET AGREEMENT

*Master and Synchronization Agreement*

This Agreement is made this 7th day of April, 2006 by and between FirstCom Music, a unit of Zomba Enterprises, Inc., 1325 Capital Parkway, Suite 109, Carrollton, TX 75006 (hereafter referred to as FIRSTCOM) and Riverside Community College, 4800 Magnolia Ave., Riverside, CA 92506-1299 (hereafter referred to as LICENSEE).

FIRSTCOM is the owner or administrator of certain rights in and to the musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the PRODUCTION MUSIC LIBRARIES: FirstCom Music, Hollywood Film Music, HollywoodMusic, Music House, Chappell, Chappell European Classical Series, OneMusic, Gotham, AccessMusic, Headspace, Total Access/Vivid, EVO, Velocity, Galerie, Connect and NoisePump (hereafter referred to as LIBRARIES). LICENSEE desires to license the music in the LIBRARIES for the purpose of synchronization with LICENSEE's productions produced at location listed above.

### FIRSTCOM HEREBY GRANTS TO LICENSEE THE FOLLOWING RIGHTS:

1. The non-exclusive, right, license and authority to synchronize and embody those COMPOSITIONS in the LIBRARIES with LICENSEE's audio visual and sound recording productions only, at LICENSEE'S location listed above, and without the addition of sung words, to make copies of such embodiments and to distribute such copies (as limited in Paragraph 5) throughout the TERRITORY (as defined in paragraph two (2) below) subject to the terms and conditions of this Agreement. LICENSEE may continue to distribute such copies in perpetuity, even after termination of this Agreement, so long as the production is not altered in any way (either its audio or visual parts) provided it embodies the COMPOSITIONS in the manner set forth in paragraph 4 herein. Upon expiration of this agreement, LICENSEE's ability to download (if applicable) the musical compositions from the WEBSITE and LICENSEE's ability to possess, control, use or exploit any of the DOWNLOADED COMPOSITIONS or CD LOANS will terminate. To that effect, LICENSEE shall, within ten (10) days of either (i) LICENSEE's receipt of FIRSTCOM's notice of termination, or, (ii) upon expiration of the licensing term as referred to below, destroy all electronic files of the DOWNLOADED COMPOSITIONS in its possession, return to FIRSTCOM an executed Affirmation of Destruction (attached hereto as Exhibit A) and return any CD LOANS in a commercially acceptable condition, all at LICENSEE's expense via UPS or U.S. Postal Service registered mail.

2. The TERRITORY covered by this license is the United States and Canada.

3. The Term of this license is for a period of Three (3) Year(s), commencing on the 19th day of April, 2006 and ending on the 18th day of April, 2009.

4. The number of CDs LICENSEE is entitled to retain and use to create productions during the Term of this Agreement, and without exchanges, is 35 initially plus 15 updates, for a total of 50 during the Term.

5. LICENSEE agrees that use of the productions embodying such COMPOSITIONS from LIBRARIES will be limited to the following clearance(s):

\* BROADCAST SYNCHRONIZATION: (FREE TV/BASIC CABLE/RADIO) Local or regional programs and infomercials, local, regional or national promos, commercials, on hold presentations and PSAs.

\* DISTRIBUTION: AUDIO, VIDEO, MULTI-MEDIA AND DIGITAL DOWNLOAD up to a cumulative total of 30,000 units per year.

\* NON-BROADCAST SYNCHRONIZATION: NON-BROADCAST MULTI-MEDIA (DVD/CD-ROM), VIDEOS, AUDIO (Cassette/CD), CORPORATE INTRANET, AND CLOSED CIRCUIT COMMUNICATIONS.

Productions requiring any clearances other than those noted above must be licensed separately from this Agreement at the prevailing rate card rates. LICENSEE acknowledges that any further or different uses of the COMPOSITIONS in the LIBRARIES are infringements of FIRSTCOM's copyrights.

6. LICENSEE agrees to pay FIRSTCOM for the rights granted herein the sum of Three Thousand Nine US Dollars (\$3,009.00).

1st payment of One Thousand Three US Dollars (\$1,003.00) is due 04/19/2006

2nd payment of One Thousand Three US Dollars (\$1,003.00) is due 04/19/2007

3rd payment of One Thousand Three US Dollars (\$1,003.00) is due 04/19/2008

If at any time LICENSEE'S account becomes past due by more than ninety (90) days, and after notice of such status by FIRSTCOM, FIRSTCOM may, at its sole discretion, and in addition to any other remedies that FIRSTCOM may be entitled to, enlist a third party to collect monies due hereunder and LICENSEE will be responsible for any and all actual legal or collection fees incurred by FIRSTCOM, in addition to any other monies FIRSTCOM may be entitled to under the law.

7. Upon FirstCom's acceptance and execution of this Licensing Agreement, FirstCom will perform the steps necessary to enable Licensee's use of MusiQuick Online.

OPTION: Licensee may acquire additional materials via MusiQuick Online that are not contained on any of the discs licensed hereunder, but Licensee agrees to pay a download fee of Twenty US Dollars (\$20.00) to FirstCom for each unique title downloaded up to 16 titles; starting with the 17th title Licensee agrees to pay a download fee of Sixty US Dollars (\$60.00) to FirstCom. Licensee acknowledges that authorization to use such downloaded materials is expressly conditioned on FirstCom's receipt of the applicable fees. Each such downloaded unique title shall be deemed a part of the Licensed Materials and Licensee may use the unique title consistent with the terms and conditions of this Licensing Agreement.

Upon any event of default by Licensee, FirstCom may cancel or suspend Licensee's access to MusiQuick Online until such time as the default is cured.

8. LICENSEE may preview additional CDs released at any time from the LIBRARIES during the term of this Agreement, for a period of thirty (30) days from receipt of preview CDs. In the event LICENSEE would like to add any preview CDs, each additional preview CD will be invoiced at a rate of Sixty US Dollars (\$60.00) US Dollars per CD for the balance of the term of the Agreement. If LICENSEE does not wish to retain the preview CDs, they must be returned in good condition to FIRSTCOM at LICENSEE's expense via UPS or U.S. Postal Service registered mail within ten (10) days following the conclusion of the preview period. If preview CDs are not returned to FIRSTCOM within the ten (10) day return period, and no other arrangements have been made, LICENSEE will be billed at the aforementioned rate, regardless of whether or not LICENSEE has actually used the preview

COMPOSITIONS. All terms of this license shall apply to any additional preview CDs retained by LICENSEE during the term of this Agreement.

9. At the end of each quarter of the Term, LICENSEE agrees to supply FIRSTCOM with a listing of each music title used on Blanket Reporting Forms indicating pertinent usage information for the COMPOSITIONS used in productions produced both in-house and out of house during the quarter. Copies of this form will be supplied by FIRSTCOM to LICENSEE as requested. LICENSEE may also report their Blanket usage On-line at [www.firstcom.com](http://www.firstcom.com). Any use of music not reported will be a material breach of this Agreement and will be considered unlicensed and not be afforded indemnification as provided for in paragraph twelve (12).

10. The LIBRARIES are granted by the Agreement to LICENSEE solely for its usage. LICENSEE agrees that it shall not make any copies of the COMPOSITIONS other than for LICENSEE's use as permitted by this Agreement. LICENSEE shall not sell, lease, lend, give, physically convey, or otherwise transfer, the FIRSTCOM COMPOSITIONS, to any person, firm or corporation without FIRSTCOM's prior written consent.

11. Upon termination of this Agreement, all CDs must be returned in good condition within thirty (30) days, to FIRSTCOM at LICENSEE's expense. If LICENSEE fails to return all CDs in its possession and the destruction affidavit within 10 days after the 30-day period, FIRSTCOM shall have the right to charge LICENSEE a Monthly Installment, defined below, for each calendar month or part thereof between the date of termination or expiration of this Licensing Agreement and FIRSTCOM's actual receipt of the CDs and the Destruction Affidavit (attached hereto as "EXHIBIT A") The Monthly Installment due to FIRSTCOM shall be calculated as follows: (a) in the event LICENSEE has made a single lump sum payment under the terms of this Licensing Agreement the Monthly Installment shall be the amount set forth herein for a one (1) year license period divided by 12 and then multiplied by 2 or (b) in the event LICENSEE is required to make monthly payments under the terms of this Licensing Agreement, the Monthly Installment shall be 200% of such monthly payment. This provision shall survive termination of this Licensing Agreement. Notwithstanding the foregoing, LICENSEE shall not have any right to use the COMPOSITIONS whether they are contained on CDs or exist as audio files on LICENSEE's hard drive or on any other source in any way after the termination or expiration of this Licensing Agreement by its terms or otherwise, except as permitted herein. If LICENSEE fails to return any FirstCom CDs upon expiration of this Licensing Agreement by its terms or otherwise, or if LICENSEE loses any FirstCom CDs during the Term of this Licensing Agreement, LICENSEE may be subject to pay to FIRSTCOM a seventy-five dollar (\$75.00) "Lost Disc Fee" per CD.

12. FIRSTCOM represents and warrants that it has the full right, power and authority to make this Agreement and grant the rights granted herein. Other than such limited rights of synchronization and uses designated in Paragraph five (5) herein, FIRSTCOM reserves to itself all rights and uses of every kind and nature whatsoever in and to the LIBRARIES including, without limitation, the mechanical and the grand and small performing rights. All other rights or uses shall be negotiated separately with FIRSTCOM. With respect to the performing rights, LICENSEE shall negotiate directly with FIRSTCOM or with the appropriate performing rights society.

FIRSTCOM reserves the right to remove any FirstCom Exclusive Materials from LICENSEE and to provide LICENSEE with reasonable substitute FIRSTCOM COMPOSITIONS.

13. In the event that LICENSEE violates this Agreement or breaches any of its covenants contained herein, LICENSEE, upon written notice from FIRSTCOM, shall have a period of thirty (30) days to materially cure such claim. If claim is not resolved during such period, the license hereunder may be terminated at FIRSTCOM's sole discretion. FIRSTCOM shall thereafter be under no obligation to license to LICENSEE the use of the LIBRARIES or any COMPOSITIONS contained herein for any purpose whatsoever. In addition to any other remedy available to FIRSTCOM, should LICENSEE be unable to

cure such claim during the thirty (30) days, FIRSTCOM shall thereupon be entitled to seek an injunction to enjoin LICENSEE from any new use of said LIBRARIES produced before or after notification of breach.

14. Based upon LICENSEE's full and complete performance under this Agreement, FIRSTCOM agrees to indemnify LICENSEE and hold it harmless from and against any and all losses and damages including actual attorney's fees incurred as a result of a breach of FIRSTCOM's duties, obligations, representations and warranties hereunder. LICENSEE agrees to indemnify FIRSTCOM and hold it harmless from and against any and all losses or damages including actual attorney's fees incurred as a result of any breach of LICENSEE's duties, obligations, representations and warranties hereunder.

15. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas and the jurisdiction of any dispute hereunder shall be with the United States Court, located in Dallas County, Texas.

16. The license granted herein shall not become effective for any purpose until accepted and executed by an authorized representative on behalf of LICENSEE and by an authorized representative on behalf of FIRSTCOM, and payments are made by LICENSEE as provided herein. Notwithstanding the foregoing, this Agreement shall be binding upon full and complete execution by the parties hereto. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that FIRSTCOM may, without the consent of LICENSEE, assign this Agreement, or any of its rights or obligations hereunder, to any party controlling, controlled by or under common control with FIRSTCOM, or to any party as part of a sale by FIRSTCOM of stock or a substantial portion of FIRSTCOM's assets or to any party with whom FIRSTCOM may merge or enter any other business combination.

17. FIRSTCOM does not own or control the rights in the following Connect Library CDs and LICENSEE acknowledges that such CDs are not included in this Licensing Agreement: CNCT113, CNCT125, CNCT127, CNCT130 and CNCT131.

18. THE TRANSMISSION OF ANY AND ALL MATERIAL VIA MUSIQUICK ONLINE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND FIRSTCOM DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE TRANSMISSION. FIRSTCOM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF SUCH PURPOSE), OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF MUSIQUICK ONLINE REMAINS WITH LICENSEE. FIRSTCOM DOES NOT WARRANT THAT MUSIQUICK ONLINE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSEE AGREES THAT FIRSTCOM SHALL HAVE NO LIABILITY FOR ANY DAMAGES, WHETHER ACTUAL OR CONSEQUENTIAL, ARISING FROM ANY SYSTEM OR SOFTWARE PROBLEM THAT MAY RESULT FROM THE USE OF MUSIQUICK ONLINE. LICENSEE AGREES THAT ANY DISPUTES CONCERNING TRANSMISSIONS FROM MUSIQUICK ONLINE MUST BE REPORTED TO FIRSTCOM WITHIN TWENTY-FOUR (24) HOURS OF THE DISPUTED TRANSMISSION, VIA E-MAIL, TO [WEBMASTER@FIRSTCOM.COM](mailto:WEBMASTER@FIRSTCOM.COM). FIRSTCOM HAS THIRTY (30) DAYS TO REMEDY THE DISPUTE.

SEE ATTACHED EARLY TERMINATION ADDENDUM
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19. This Agreement (including any applicable addenda) constitutes the entire agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto. To the extent that the terms and conditions of this Agreement conflict with another unexecuted document (i.e., purchase order, etc.) then the terms of this Agreement shall prevail.

\_\_\_\_\_  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
Riverside Community College

CAROL A. RIFFERT  
Vice President/General Manager  
FIRSTCOM MUSIC,  
A UNIT OF ZOMBA ENTERPRISES, INC.  
Fed ID#: 13-2911648

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINT NAME

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

FEDERAL TAX ID: \_\_\_\_\_

SHIP TO:

BILL TO:

Contact: HENRY BRAVO

Contact: \_\_\_\_\_

Address 1: 4800 MAGNOLIA AVE.

Address 1: \_\_\_\_\_

City, State, Zip: RIVERSIDE, CA 92506-1299

City, State, ZIP \_\_\_\_\_

E-Mail Address: [henry.bravo@rcc.edu](mailto:henry.bravo@rcc.edu)

E-Mail Address \_\_\_\_\_

AUTHORIZED WEB USERS:  
USER FIRST/LAST NAME  
ADMINISTRATOR:

EMAIL ADDRESS

ACCESS LEVEL

Henry Bravo \_\_\_\_\_

[henry.bravo@rcc.edu](mailto:henry.bravo@rcc.edu) \_\_\_\_\_

Outside & Virtual \_\_\_\_\_

OTHER USERS (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FirstCom Music  
1325 Capital Parkway, Suite 109  
Carrollton, TX 75006  
Website: [www.firstcom.com](http://www.firstcom.com)  
Phone: (972) 44-MUSIC

\*Please make checks payable to FirstCom Music\*  
Remittance Address: PO Box 31001-1699, Pasadena, CA 91110-1699  
Returns Address: 15150 Avenue of Science, San Diego, CA 92128

## Early Termination Addendum

This Addendum is a material part of the Licensing Agreement (the "Agreement") dated 7th day of April, 2006 by and between Riverside Community College ("Licensee") and FirstCom Music, a unit of Zomba Enterprises, Inc. ("FirstCom"). This Addendum modifies, supplements and/or amends the terms of the Agreement only to the extent expressly set forth herein.

Licensee has the option to terminate the Agreement on 4/19/07 or 4/19/08 by written notice which must be received by FirstCom no later than ninety (90) days in advance.

Licensee agrees that Licensee is subject to early termination fees as indicated below:

Year one: If terminated on 4/19/07 the amount of \$400.00 is due from Licensee and payable to FirstCom on or before 4/19/07.

Year two: If terminated on 4/19/08 the amount of \$200.00 is due from Licensee and payable to FirstCom on or before 4/19/07.

The Licensing Agreement between the parties shall not be terminated unless and until (a) written notice is received by FirstCom via Certified or Registered Mail no later than thirty (30) days prior to the anniversary date of Licensing Agreement as stated above; and (b) any and all early termination fees are paid in full to FirstCom.

AGREED BY:

Riverside Community College ("Licensee")

AGREED & ACCEPTED BY:

FirstCom Music, a unit of Zomba Enterprises, Inc.

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Authorized Signature/Title

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

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

Licensee and FirstCom agree that a faxed counterpart of the Addendum evidencing the signature of a party shall be effective as an original signature for all purposes.

## EXHIBIT A



## AFFIRMATION OF DESTRUCTION

*NOTE: THIS AFFIDAVIT DOES NOT NEED TO BE COMPLETED NOW. THIS SHOULD BE COMPLETED AT EXPIRATION OF THE ATTACHED LICENSE IF, AND ONLY IF, YOU DO NOT RENEW THIS LICENSE WITH FIRSTCOM.*

Dated: \_\_\_\_\_

1. I, \_\_\_\_\_, am the \_\_\_\_\_ for \_\_\_\_\_  
(First/Last Name) (Title) (Company Name)  
 ("LICENSEE"). Reference is made to the General Agreement between LICENSEE and FirstCom Music, dated \_\_\_\_\_ (the "Agreement") for the license of musical compositions and sound recordings in the Production Music Libraries via download from the www.firstcom.com website (the "Licensed Library Music").
  
2. Reference is made to any Licensed Library Music actually downloaded by LICENSEE (the "Downloaded Library Music"). As of the date of \_\_\_\_\_, LICENSEE held electronic files of the Downloaded Library Music in its possession. I hereby affirm that LICENSEE's rights to use and hold the foregoing files of the Downloaded Library Music has terminated as of the expiration of the Agreement.
  
3. Pursuant to the Agreement, I hereby affirm that on \_\_\_\_\_ I ordered that all of the foregoing electronic files of the Downloaded Library Music be purged from LICENSEE's possession and destroyed, and I confirm that such destruction occurred on that day. As of the date hereof, LICENSEE no longer possesses, controls, uses or exploits any of the Downloaded Library Music.

By: \_\_\_\_\_  
 For and On Behalf of LICENSEE

Return to the Attention of: INVENTORY SPECIALIST

Fax: 972-242-6525

FirstCom Music

1325 Capital Parkway, Suite 109

Carrollton, TX 75006

Website: [www.firstcom.com](http://www.firstcom.com)

Phone: (972) 44-MUSIC

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: IV-A-8-v

Date: April 18, 2006

Subject: Sublease Agreement with Orange County Business Council

Background: Attached for the Board's review and consideration is a sublease agreement between Riverside Community College District and the Orange County Business Council. The term of the sublease agreement is \$1,500.00 a month from January 1, 2006 through June 30, 2006. Funding source: TriTech Small Business Development Center ("TriTech SBDC") Grant.

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

Recommended Action: It is recommended that the Board of Trustees ratify the sublease agreement, from January 1, 2006 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the sublease agreement.

Salvatore G. Rotella  
Chancellor

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT

SUBLEASE AGREEMENT

The parties to this Sublease Agreement, dated January 1, 2006 are: Orange County Business Council (hereinafter referred to as "Tenant") and TriTech Small Business Development Center (hereinafter referred to as "Subtenant").

Pursuant to Sublease Agreement, Subtenant hereby agrees to lease a portion of Suite 100 of 2 Park Plaza, Irvine, California 92614 (the "Premises"). This Sublease Agreement shall commence on January 1, 2006 and shall terminate at midnight on June 30, 2006.

Subtenant agrees to abide by and be subject to all terms and conditions of the original lease entered into by Orange County Business Council ("Tenant") and \_\_\_\_\_ ("Landlord") dated \_\_\_\_\_ (hereinafter referred to as the "Lease") unless otherwise expressly superceded by this Sublease Agreement. The Lease and all terms and conditions thereof are hereby incorporated by reference into said Sublease Agreement.

Subtenant agrees to pay Tenant the monthly rent of \$1500.00 due on the 1<sup>st</sup> day of each calendar month.

Subtenant has inspected the Premises, which shall be returned to Tenant in the same condition received, to the extent reasonably possible, normal wear and tear excepted.

Landlord hereby grants permission for this Sublease Agreement. Nothing herein shall constitute a release of Tenant, who shall remain bound and wholly liable under all terms and conditions of the Lease.

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

DISTRICT

TENANT

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

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

Vice Chancellor Administration & Finance  
Title

\_\_\_\_\_  
Title

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-9-a

Date: April 18, 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: Aaron Brown  
Associate Vice Chancellor, Finance

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B069902	014502
1	GATEWAY	COMPUTER - CPU PC	E4200-500	0017572917	014817
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745728	014736
1	GATEWAY	COMPUTER - CPU PC	E4200-500	0016217303	014260
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B178786	015162
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0019462022	015580
1	HP	PRINTER - DESKJET	970c	MX9911C17T	016531
1	GATEWAY	MONITOR - 17 INCH	EV700	LIC11100018	017459
1	GATEWAY	MONITOR - 15 INCH	EV500	DU15038A72561	019204
1	HP	PRINTER - LASERJET	LASERJET	C2037A	007730
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B362739	017113
1	HP	PRINTER - LASERJET	C2001A	JPBX020220	006934
1	GATEWAY	COMPUTER - CPU PC	E4200	0015732328	014981
1	PROCOM	SERVER CD	CD FORCE	D76673WS	020281
1	HP	PRINTER - LASERJET	CLJ5M	MJ45821MN24	011252
1	GATEWAY	COMPUTER - CPU PC	E4200-800	0018926266	014586
1	GATEWAY	COMPUTER - CPU PC	E4200-600	0017733959	014511
1	ACT	COMPUTER - CPU PC W	ACP-MT3	27426	014773
1	GATEWAY	COMPUTER - CPU PC	E4200-800	0018926268	014584
1	HP	PRINTER - LASERJET	4550N	JPNCE04692	017110
1	GATEWAY	COMPUTER - CPU PC	E4200-800	0019149236	015177
1	SHARP	FAX MACHINE	FO4700	07110228	017371
1	IDEAL	SHREDDER	3102	2164791	017817
1	DELL	COMPUTER - CPU PC	DIMENSION	83Z1701	016130
1	GATEWAY	CPU W/MONITOR	2000	12587	011698
1	GATEWAY	CPU W/MONITOR	E3200	0011220691	011543
1	GATEWAY	CPU W/MONITOR	E3200	0011220592	011583
1	GATEWAY	CPU W/MONITOR	E4200	0012633385	012493
1	HP	PRINTER - LASERJET	LJ2200DN	CNGRG57390	019303
1	GATEWAY	COMPUTER - CPU PC	E4200	0011212670	011533
1	PROCOM	SCSI CD SERVER	7 CD	D24993WN	020282
1	PROCOM	SCSI CD SERVER	7 CD	D74573WS	020283
1	PROCOM	SCSI CD SERVER	7 CD	D24473WN	020284
1	PROCOM	SCSI CD SERVER	7 CD	D74573WN	020285
1	PROCOM	SCSI CD SERVER	7 CD	D24833WN	020287
1	GATEWAY	SERVER	E3100	0008135054	020291
1	GATEWAY	CPU W/MONITOR	E4200	0013306926	012561
1	GATEWAY	CPU W/MONITOR	E4400	0021782912	016815
1	HP	PRINTER - LASERJET	C2037A	JPGH045616	008029
1	GATEWAY	CPU W/MONITOR	E4200	11220591	011571
1	APPLE	CPU W/MONITOR	G3	A84509VD9b	012180
1	HP	PRINTER - LASERJET	C2001A	JPBD009087	006897
1	GATEWAY	CPU W/MONITOR	E3400	0021885608	023674
1	HP	PRINTER - LASERJET	LJ4I	USBB061703	010106
1	GATEWAY	COMPUTER - CPU PC	E4200-500	0017572915	014776
1	GATEWAY	COMPUTER - CPU PC	E3400-XL	0023739416	017875
1	GEMINI	SPACE RACK	MRC2	KKL55454	024706
1	GATEWAY	COMPUTER - CPU PC	E3400-SE	0022452419	016966
1	GATEWAY	COMPUTER - CPU PC	E3400-SE	0022452427	017056
1	GATEWAY	MONITOR - 17 INCH	EV700	MU17026CM9765	017096
1	GATEWAY	COMPUTER - CPU PC	E3400	0023389662	019333
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B442770	017353

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	DELL	CPU W/MONITOR	PS210	4ANCQ	015007
1	HP	PRINTER	C7044A	CNCU032805	-----
1	MAGINNOVISI	MONITOR	8520	M158HA022095	010585
1	GATEWAY	CPU	E3400	3031910	-----
1	GATEWAY	MONITOR	EV700	17004A27598	010503
1	LEXMARK	PRINTER	4098-011	9500883836	-----
1	DELL	MONITOR	828FL	227941311VE78	-----
1	HP	FAX MACHINE	C4661A	US68UA10FS	012823
1	SHARP	CALCULATOR	CS4610	546A	-----
1	EPSON	PRINTER	P110A	A6R1750732	-----
1	HP	PRINTER	33449A	3203J50644	001586
1	GATEWAY	MONITOR	CPD15F23	8286730	010540
1	GATEWAY	MONITOR	EV910C	MU19003A0109555	-----
1	GATEWAY	MONITOR	EV700A	17014D131991	-----
1	XEROX	COPIER	XC830	116184	-----
1	GATEWAY	MONITOR	EV700C	MU17046C0005936	-----
1	HP	PRINTER	C5894B	MX91R1S2R2	-----
1	BROTHER	FAX MACHINE	560	U56503H1K415725	-----
1	HP	PRINTER	560C	US41E14156	-----
1	GATEWAY	MONITOR	CPDGF250T	8075402	009677
1	GATEWAY	MONITOR	EV700	L1C10902972	-----
1	GATEWAY	MONITOR	U7003-01	HDE2K8202935	-----
1	GATEWAY	MONITOR	VX700	P002234380	-----
1	HP	PRINTER	C2003A	USCC151682	007633
1	HP	PRINTER	CP1160	MY1AC1V0HQ	-----
1	HP	PRINTER	C2001A	USBB052064	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-B-1

Date: April 18, 2006

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2005 through February 28, 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.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-B-1

Date: April 18, 2006

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended February 28, 2006.

Salvatore G. Rotella  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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 <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 103,662,808	\$ 113,954,558	\$ 113,954,558	\$ 78,109,502
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)	<u>1,555,074</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 106,711,742</u>	<u>\$ 115,528,428</u>	<u>\$ 115,528,428</u>	<u>\$ 78,896,436</u>
Expenditures				
Academic Salaries	\$ 48,089,863	\$ 54,502,666	\$ 54,455,181	\$ 34,259,197
Classified Salaries	20,330,195	24,702,912	24,622,041	14,441,877
Employee Benefits	17,958,103	20,527,817	20,528,040	11,621,212
Materials & Supplies	1,529,036	2,211,273	2,226,738	1,301,944
Services	9,404,781	12,269,080	12,228,015	6,358,024
Capital Outlay	1,331,282	3,897,996	6,151,729	4,748,637
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	66,880
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	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Total Expenditures	<u>\$ 101,494,418</u>	<u>\$ 120,931,010</u>	<u>\$ 123,031,010</u>	<u>\$ 74,778,891</u>
Revenues Over (Under) Expenditures	\$ 5,217,324	\$ (5,402,582)	\$ (7,502,582)	\$ 4,117,545
Beginning Fund Balance	<u>7,402,371</u>	<u>12,619,695</u>	<u>13,022,273</u>	<u>13,022,273</u>
Ending Fund Balance	<u>\$ 12,619,695</u>	<u>\$ 7,217,113</u>	<u>\$ 5,519,691</u>	<u>\$ 17,139,818</u>
Ending Cash Balance				<u>\$ 21,878,308</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 1,326,517
Expenditures				
Classified Salaries	\$ 1,126,627	\$ 1,338,256	\$ 1,326,216	\$ 739,731
Employee Benefits	353,729	402,891	402,891	208,148
Materials & Supplies	53,642	57,760	69,800	31,272
Services	249,709	287,271	287,271	172,452
Capital Outlay	131,393	346,634	346,634	42,647
Total Expenditures	\$ 1,915,100	\$ 2,432,812	\$ 2,432,812	\$ 1,194,250
Revenues Over (Under) Expenditures	\$ 168,512	\$ (339,118)	\$ (339,118)	\$ 132,267
Beginning Fund Balance	784,079	952,591	952,591	952,591
Ending Fund Balance	\$ 952,591	\$ 613,473	\$ 613,473	\$ 1,084,858
Ending Cash Balance				\$ 1,106,334



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 658,751
Expenditures				
Academic Salaries	\$ 115,176	\$ 133,623	\$ 133,623	\$ 58,326
Classified Salaries	229,494	299,161	299,161	128,981
Employee Benefits	44,401	60,034	60,034	29,901
Materials & Supplies	21,929	45,900	45,900	12,798
Services	81,448	82,511	82,511	71,133
Capital Outlay	831	8,800	8,800	5,441
Total Expenditures	\$ 493,279	\$ 630,029	\$ 630,029	\$ 306,580
Revenues Over (Under) Expenditures	\$ 84,755	\$ 20,787	\$ 20,787	\$ 352,172
Beginning Fund Balance	333,088	417,843	417,843	417,843
Ending Fund Balance	\$ 417,843	\$ 438,630	\$ 438,630	\$ 770,015
Ending Cash Balance				\$ 770,638

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 729,714
Expenditures				
Academic Salaries	\$ 8,025	\$ 18,172	\$ 18,172	\$ 12,251
Classified Salaries	336,871	362,222	362,222	233,593
Employee Benefits	69,728	68,055	68,055	41,322
Materials & Supplies	18,428	17,400	17,400	9,552
Services	501,902	548,618	573,618	345,182
Capital Outlay	812	13,650	13,650	9,376
Total Expenditures	\$ 935,766	\$ 1,028,117	\$ 1,053,117	651,275
Revenues Over (Under) Expenditures	\$ 66,328	\$ 31,307	\$ 6,307	\$ 78,439
Beginning Fund Balance	15,549	81,877	81,877	81,877
Ending Fund Balance	\$ 81,877	\$ 113,184	\$ 88,184	\$ 160,316
Ending Cash Balance				\$ 161,686

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 489,544
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>\$ 586,172</u>
Expenditures				
Classified Salaries	\$ 241,983	\$ 270,710	\$ 267,449	\$ 173,335
Employee Benefits	67,876	82,532	85,793	49,986
Materials & Supplies	38,965	41,556	40,188	27,237
Services	528,638	507,134	507,134	428,809
Capital Outlay	0	0	1,368	1,408
Total Expenditures	<u>\$ 877,462</u>	<u>\$ 901,932</u>	<u>\$ 901,932</u>	<u>\$ 680,775</u>
Revenues Over (Under) Expenditures	\$ 1,492	\$ 2,000	2,000	\$ (94,603)
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>\$ (625,771)</u>
Ending Cash Balance				<u>\$ (622,382)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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 FOR THE PERIOD ENDED FEBRUARY 28, 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	17,859
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	\$ 406,325
Revenues Over (Under) Expenditures	\$ (33,985)	\$ 5,164	\$ 5,164	\$ 189,339
Beginning Fund Balance	121,618	87,633	87,633	87,633
Ending Fund Balance	\$ 87,633	\$ 92,797	\$ 92,797	\$ 276,972
Ending Cash Balance				\$ 276,972

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 136,356
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>\$ 223,090</u>
Expenditures				
Academic Salaries	\$ 2,014	\$ 49,588	\$ 49,588	\$ 0
Classified Salaries	121,499	124,150	124,150	65,314
Employee Benefits	39,915	51,355	51,355	16,490
Materials & Supplies	8,163	61,267	61,267	5,945
Services	111,167	545,127	545,127	63,771
Capital Outlay	573	574	574	0
Total Expenditures	<u>\$ 283,331</u>	<u>\$ 832,061</u>	<u>\$ 832,061</u>	<u>\$ 151,520</u>
Revenues Over (Under) Expenditures	\$ 113,745	\$ 232,311	\$ 232,311	\$ 71,571
Beginning Fund Balance	(27,044)	86,701	86,701	86,701
Ending Fund Balance	<u>\$ 86,701</u>	<u>\$ 319,012</u>	<u>\$ 319,012</u>	<u>\$ 158,272</u>
Ending Cash Balance				<u>\$ 159,189</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 147,850
Expenditures				
Services	\$ 130,487	\$ 156,100	\$ 156,100	\$ 102,356
Total Expenditures	\$ 130,487	\$ 156,100	\$ 156,100	\$ 102,356
Revenues Over (Under) Expenditures	\$ 520,373	\$ 514,100	\$ 514,100	\$ 45,494
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	\$ 2,217,690
Ending Cash Balance				\$ 1,167,689

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 19,120,068	\$ 7,849,990
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	66,880
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>\$ 20,852,607</u>	<u>\$ 9,049,628</u>
Expenditures				
Academic Salaries	\$ 3,028,648	\$ 3,271,665	\$ 3,421,809	\$ 1,830,933
Classified Salaries	4,136,893	5,245,455	5,568,541	3,039,886
Employee Benefits	2,092,018	2,531,666	2,600,948	1,263,634
Materials & Supplies	1,292,608	1,348,670	1,580,170	339,883
Services	3,097,687	4,378,137	4,485,758	1,161,279
Capital Outlay	3,100,696	2,707,351	2,710,398	1,465,781
Scholarships	68,794	194,466	228,300	38,181
Student Grants (Financial, Book, Meal, Transportation)	236,304	211,926	243,617	111,268
Total Expenditures	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 20,839,541</u>	<u>\$ 9,250,845</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 13,066	\$ (201,218)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 13,066</u>	<u>\$ (201,218)</u>
Ending Cash Balance				<u>\$ (1,105,312)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 724,065
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>\$ 887,531</u>
Expenditures				
Classified Salaries	\$ 557,682	\$ 651,093	\$ 651,093	\$ 377,507
Employee Benefits	188,406	256,996	256,996	128,606
Materials & Supplies	711,968	694,892	694,731	417,330
Services	103,126	91,245	91,245	59,831
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>\$ 983,435</u>
Revenues Over (Under) Expenditures	\$ 43,415	\$ (76,696)	\$ (76,696)	\$ (95,904)
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>\$ 200,045</u>
Ending Cash Balance				<u>\$ 174,764</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 680,472
Interfund Transfer from General Operating (Resource 1000)	320,000	220,000	220,000	165,000
Total Revenues	\$ 1,089,518	\$ 1,224,906	\$ 1,224,906	\$ 845,472
Expenditures				
Academic Salaries	\$ 642,370	\$ 758,229	\$ 758,229	\$ 475,272
Classified Salaries	150,789	138,501	138,501	99,379
Employee Benefits	166,198	183,453	183,453	108,776
Materials & Supplies	48,903	58,032	57,558	24,131
Services	48,413	53,030	53,030	27,553
Capital Outlay	841	0	474	468
Total Expenditures	\$ 1,057,514	\$ 1,191,245	\$ 1,191,245	\$ 735,578
Revenues Over (Under) Expenditures	\$ 32,004	\$ 33,661	\$ 33,661	\$ 109,894
Beginning Fund Balance	(1,455)	30,549	30,549	30,549
Ending Fund Balance	\$ 30,549	\$ 64,210	\$ 64,210	\$ 140,443
Ending Cash Balance				\$ 158,143

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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	\$ 188,997
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	322,000	0	0	0
Total Revenues	<u>\$ 6,187,981</u>	<u>\$ 12,588,459</u>	<u>\$ 12,588,459</u>	<u>\$ 188,997</u>
Expenditures				
Materials & Supplies	\$ 67,674	\$ 12,514	\$ 13,768	\$ 9,449
Services	4,573	1,600	6,531	782
Capital Outlay	5,512,698	13,317,817	13,311,632	1,428,263
Total Expenditures	<u>\$ 5,584,945</u>	<u>\$ 13,331,931</u>	<u>\$ 13,331,931</u>	<u>\$ 1,438,494</u>
Revenues Over (Under) Expenditures	\$ 603,036	\$ (743,472)	\$ (743,472)	\$ (1,249,497)
Beginning Fund Balance	140,436	743,472	743,472	743,472
Ending Fund Balance	<u>\$ 743,472</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (506,025)</u>
Ending Cash Balance				<u>\$ (506,026)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 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  
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 FOR THE PERIOD ENDED FEBRUARY 28, 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>

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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	\$ 11,956
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>\$ 34,782</u>
Revenues Over (Under) Expenditures	\$ (1,266,806)	\$ (2,095,480)	\$ (2,095,480)	\$ 9,064,334
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>\$ 15,177,364</u>
Ending Cash Balance				<u>\$ 14,127,364</u>

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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	\$ 1,115,870	\$ 0	\$ 0	\$ 564,876
Ending Cash Balance				\$ 564,876

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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	98,759
Capital Outlay	11,078,831	23,798,596	29,184,705	6,670,685
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>\$ 29,645,278</u>	<u>\$ 6,782,575</u>
Revenues Over (Under) Expenditures	\$ 50,782,712	\$ (22,860,196)	\$ (28,445,278)	\$ (6,264,772)
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>\$ 22,337,434</u>	<u>\$ 44,517,940</u>
Ending Cash Balance				<u>\$ 44,522,020</u>

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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	\$ 3,194,174
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>\$ 3,694,174</u>
Expenditures				
Classified Salaries	\$ 127,413	\$ 140,023	\$ 140,023	\$ 90,507
Employee Benefits	44,656	45,324	45,324	25,763
Materials & Supplies	3,224	3,900	3,900	2,487
Services	3,244,838	4,169,050	4,169,050	2,319,221
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>\$ 2,468,447</u>
Revenues Over (Under) Expenditures	\$ 1,130,315	\$ 326,710	\$ 326,710	\$ 1,225,727
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>\$ 1,336,608</u>
Ending Cash Balance				<u>\$ 2,842,992</u>



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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	\$ 708,319
Expenditures				
Classified Salaries	\$ 43,316	\$ 47,502	\$ 47,502	\$ 27,555
Employee Benefits	15,548	15,384	15,384	7,805
Materials & Supplies	205	500	620	622
Services	869,807	1,175,000	1,174,880	732,933
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	\$ 768,914
Revenues Over (Under) Expenditures	\$ (138,897)	\$ (180,504)	\$ (180,504)	\$ (60,595)
Beginning Fund Balance	945,280	806,383	806,383	806,383
Ending Fund Balance	\$ 806,383	\$ 625,879	\$ 625,879	\$ 745,788
Ending Cash Balance				\$ 1,645,692

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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	<u>\$ 644,906</u>	<u>\$ 625,000</u>	<u>\$ 625,000</u>	<u>\$ 505,367</u>
Expenditures				
Materials & Supplies	<u>\$ 507,393</u>	<u>\$ 625,000</u>	<u>\$ 625,000</u>	<u>\$ 356,498</u>
Total Expenditures	<u>\$ 507,393</u>	<u>\$ 625,000</u>	<u>\$ 625,000</u>	<u>\$ 356,498</u>
Revenues Over (Under) Expenditures	\$ 137,513	\$ 0	\$ 0	\$ 148,869
Beginning Fund Balance	<u>874,097</u>	<u>1,011,610</u>	<u>1,011,610</u>	<u>1,011,610</u>
Ending Fund Balance	<u>\$ 1,011,610</u>	<u>\$ 1,011,610</u>	<u>\$ 1,011,610</u>	<u>\$ 1,160,479</u>
Ending Cash Balance				<u>\$ 1,915,542</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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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.

**Student Financial Aid**

	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>\$ 8,714,376</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 8,040,028</u>
Total Expenditures	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 8,040,028</u>
Revenues Over (Under) Expenditures	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 674,348</u>
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>\$ 674,348</u>
Ending Cash Balance				<u>\$ 674,348</u>

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

**RCCD Development Corporation**

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 11
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (4)	\$ 0	\$ 0	\$ 11
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>\$ 16,247</u>
Ending Cash Balance				<u>\$ 16,247</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1

Date: April 18, 2006

Subject: Proposed Curricular Changes

Background: Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed changes and recommend their adoption by the Board of Trustees.

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

Salvatore G. Rotella  
Chancellor

Prepared by: Sylvia Thomas  
Associate Vice Chancellor of Instruction

New Course Proposals

1. BUS-58 – Marketing the Virtual Office 3 units  
(Same as CAT-58)  
Prerequisite: None.  
Advisory: CAT-57 and CAT/CIS-76A or B.  
Identifies and evaluates various employment marketing techniques such as networking face-to-face, virtual interviews, associating with professional organizations, developing flyers and brochures, developing a professional Internet site, and using Web-based resources. The course is a core requirement of the Virtual Assistant certificate program. 54 hours of lecture.
  
2. COS-61A – Level I Cosmetology Instructor Concepts 7.5 units  
Prerequisite: None.  
Limitation on enrollment: Cosmetology license issued by the State of California.  
This course is offered for experienced cosmetologists to become qualified instructors. Training consists of theory and principles of effective teaching methods including: lesson planning, oral presentations, methods of evaluation, test construction, audiovisual equipment operation. Emphasis is placed on preparation for the California State Board of Barbering & Cosmetology examination. Subsequent enrollment in section B will provide the student an opportunity for additional skill and competency within the subject matter. 54 hours of lecture/technical instruction and 246 hours laboratory.
  
3. COS-61B – Level I Cosmetology Instructor Concepts 7.5 units  
Prerequisite: COS-61A.  
This course is offered for the experienced cosmetologists to become a qualified instructor. Training consists of theory and principles of effective teaching methods including: lesson planning, oral presentations, methods of evaluation, test construction, audiovisual equipment operation. Emphasis is placed on preparation for the California State Board of Barbering & Cosmetology examination. 54 hours of lecture/technical instruction and 246 hours laboratory.

Course Revision Proposals

1. CAT-50 – Keyboarding and Document Processing – crosslisting change  
From: (Same as CIS-50)  
To: No crosslisting
  
2. CAT-53 – Keyboarding for Computer Users – title, crosslisting changes  
From: Keyboarding for Computer Users (Same as CIS-53)  
To: Keyboarding/Typing Fundamentals (No crosslisting)
  
3. CAT-99A – CalWORKS Keyboarding for Computer Users – title, description changes

From: CalWORKS: Keyboarding for Computer Users

Self-paced, competency-based skill development in computer usage. Instruction is given on a group and an individual basis using personal consultation with the student. 4 hours lecture and 14 hours laboratory. (Non-degree applicable)

To: Keyboarding for Beginners

This course is meant as a self-paced, competency-based skill development in computer usage. Instruction is given on a group and an individual basis using personal consultation with the student. The course is offered as a non degree credit course only. 4 hours lecture and 14 hours laboratory.

4. CAT-99B – CalWORKS Introduction to Windows – title, description changes

From: CalWORKS: Introduction to Windows

Develops a basic understanding of computer components. Skill development in the concepts of Microsoft Windows on microcomputer-based systems. Instruction is given on a group and an individual basis using personal consultation with the student. 4 hours lecture and 14 hours laboratory. (Non-degree applicable)

To: Windows for Beginners

Develops a basic understanding of computer components by developing skill in the concepts of Microsoft Windows on microcomputer-based systems. Instruction is given on a group and individual basis using personal consultation with the student. The course is offered as a non degree credit course only. 4 hours lecture and 14 hours laboratory.

5. CAT-99C – CalWORKS Introduction to MS Word for Windows – title, description changes

From: CalWORKS: Introduction to MS Word for Windows

Skill development in the use of Microsoft Word for Windows. For non-Office Administration majors. Instruction is given on a group and individual basis using personal consultation with the student. 4 hours lecture and 14 hours laboratory. (Non-degree credit course)

To: Word for Beginners

This course provides skill development in the use of Microsoft Word for Windows for non-Computer Applications and Office Technology majors. Instruction is given on a group and individual basis using personal consultation with the student. The course is offered as a non degree credit course only. 4 hours lecture and 14 hours laboratory.

6. CAT-99D –Excel in the Workplace – title, description changes

From: Excel in the Workplace

Skill development in the use of Microsoft Excel for Windows. For non Office Administration majors. Instruction is given on a group and individual basis using personal

consultation with the student. 4 hours lecture and 14 hours laboratory. (Non-degree credit course)

To: Excel for Beginners

This course provides skill development in the use of Microsoft Excel for Windows for non-Computer Applications and Office Technology majors. Instruction is given on a group and individual basis using personal consultation with the student. 4 hours lecture and 14 hours laboratory.

7. CIS-50 – Keyboarding and Document Processing – crosslisting change  
From: (Same as CAT-50)  
To: No crosslisting
8. CIS-53 – Keyboarding for Computer Users – crosslisting change  
From: (Same as CAT-53)  
To: No crosslisting
9. DAN-D50 – Pilates for Dancers – repeatability change  
From: No repeats  
To: May be taken a total of four times.
10. ESL-54 – High-Intermediate Grammar and Writing II – title, units, description, hours, repeatability changes  
From: Intermediate Grammar and Writing II; 4 units  
This high-intermediate ESL course emphasizes competency in standard written English with a focus on developing paragraphs and controlling sentence structure. Instruction includes an intensive review of spelling, punctuation, and verb tenses, as well as continued development of vocabulary, grammatical, reading and academic skills necessary for success in college classes. Subsequent enrollment in an additional semester will provide the student with an opportunity for continued skills and competency development within the level and subject matter. May be taken a total of two times. 72 hours lecture and 18 hours laboratory. (CR/NC or Grade Option) (Degree credit course)

To: High-intermediate Grammar and Writing; 5 units

This high-intermediate English as a Second Language course for non-native speakers of English emphasizes competency in standard written English with a focus on high-intermediate grammar and writing skills. Instruction includes an intensive review of vocabulary and reading skills necessary for success in high-intermediate English as a Second Language. Subsequent enrollment in an additional semester will provide the student with an opportunity for continued skills and competency development within the level and subject matter. May be taken a total of three times. 90 hours lecture. (CR/NC or Grade Option) (Degree credit course)



11. ESL-55 – Advanced Grammar and Writing – units, description, repeatability, hours changes

From: 4 units

This advanced ESL course emphasizes competency in standard written English with a focus on developing paragraphs and essays in preparation for English composition classes. Instruction includes an intensive study of phrases and dependent clauses, a review of parts of speech, spelling, punctuation and compound/complex sentence structure, as well as continued development of vocabulary, reading and academic skills necessary for success in college classes. Subsequent enrollment in an additional semester will provide the student with an opportunity for continued skills and competency development within the level and subject matter. May be taken a total of two times. 72 hours lecture and 18 hours laboratory. (CR/NC or Grade Option) (Degree credit course)

To: 5 units

This advanced English as a Second Language course for non-native speakers of English emphasizes competency in standard written English with a focus on developing paragraphs and essays in preparation for English composition classes. Instruction includes an intensive study of phrases and dependent clauses, a review of parts of speech, spelling, punctuation and compound/complex sentence structure, as well as continued development of vocabulary, reading and academic skills necessary for success in college classes. Subsequent enrollment in an additional semester will provide the student with an opportunity for continued skills and competency development within the level and subject matter. May be taken a total of three times. 90 hours lecture. (CR/NC or Grade Option) (Degree credit course)

12. MUS-4 – Harmony I – title, description changes

From: Harmony I

Principles of voice leading in diatonic harmony of the common practice period of classical music of the 18<sup>th</sup> and 19<sup>th</sup> centuries. Emphasis is on diatonic harmony for voicing root position triads and all inversions. Includes study of cadences, phrases, periods, and non-chord tones. Lab includes sight singing and ear training. Keyboard requirements include playing chord progressions, modes, and scales in all major and minor keys. 54 hours lecture and 54 hours laboratory.

To: Music Theory I

Through guided composition and analysis this course incorporates the following concepts: rhythm and meter, basic properties of sound, intervals, diatonic scales and triads, diatonic chords, basic cadential formulas and phrase structure, dominant seventh, figured bass, non-harmonic tones, and voice leading involving 4-part chorale writing. Development of skills in handwritten notation is expected. Lab includes sight singing and ear training including melodic, harmonic and rhythmic dictation. Keyboard requirements include playing chord

progressions, modes, and scales in all major and minor keys. 54 hours lecture and 54 hours laboratory.

13. MUS-5 – Harmony II – title change  
From: Harmony II  
To: Music Theory II
  
14. MUS-6 – Harmony III – title, prerequisite changes  
From: Harmony III  
Prerequisite: MUS-5 and 32.  
Advisory: Concurrent enrollment in a piano class and a music performance course.  
  
To: Music Theory III  
Prerequisite: MUS-5 and 32.  
Corequisite: MUS-32 or 53.  
Advisory: Concurrent enrollment in a music performance course.
  
15. NRN-1 – Introduction to Nursing Concepts and Practice – prerequisite change  
From: Prerequisite: AMY-2A, 2B, MIC-1 and PSY-9.  
Corequisite: Concurrent enrollment or prior completion of NRN-15.  
Advisory: Completion of the following is highly recommended: ENG-1A, SPE-1 or 9, analytical thinking requirement, word processing skills (CIS-80 or 84), and the mathematics, reading and English competencies.  
Limitation on enrollment: Acceptance to the Registered Nursing Program.  
  
To: Prerequisite: AMY-2A, 2B and MIC-1.  
Corequisite: Concurrent enrollment or prior completion of NRN-15.  
Advisory: Completion of the following is highly recommended: ENG-1A, SPE-1 or 9, analytical thinking requirement, word processing skills (CIS-80 or 84), and the mathematics, reading and English competencies.  
Limitation on enrollment: Acceptance to the Associate Degree Nursing Program.

#### New Certificate Patterns

1. Locally approved certificate – Virtual Assistant, see Attachment A.
2. Locally-approved certificate – Cosmetology Instructor Training, see Attachment B.

#### Revised Certificate Patterns

1. Locally approved certificate – Office/Clerk Typist, see Attachment C.
2. State approved degree/certificate – Administrative Office Management, see Attachment D.

ATTACHMENT A

**VIRTUAL ASSISTANT**

**Certificate Program**

Required Courses (17.5 units)		Units
BUS-30	Entrepreneurship and Small Business Management	3
CAT-30	Business English	3
CAT-57	Creating and Managing the Virtual Office	3
CAT/BUS-58	Marketing the Virtual Office	3
Electives	(Choose from list below)	5.5

Electives (5.5 units)

ACC-65	Computerized Accounting	3
CAT-1A	Business Etiquette	1
CAT/CIS-34A	Introduction to Microsoft Word for Windows	1.5
CAT/CIS-34B	Intermediate Microsoft Word for Windows	1.5
CAT/ACC-55	Applied Accounting/Bookkeeping	3
CAT/CIS-60	Introduction to Microsoft Access on the IBM PC	1.5
CAT-62	Records Management	3
CAT/CIS-80	Word Processing: Microsoft Word for Windows	3
CAT/CIS-84	Word Processing: WordPerfect for Windows	3
CAT-88	Internships in Computer Applications and Office Technology	3
CAT/CIS-95A	Introduction to the Internet	1.5
CAT/CIS-98A	Introduction to Excel	1.5
CIS/CAT-98B	Advanced Excel	1.5

Core courses will be offered online. Most electives will be offered in online or hybrid formats. It is recommended that individuals interested in this field acquire office experience before deciding to work on their own as a virtual assistant.

ATTACHMENT B

**COSMETOLOGY INSTRUCTOR TRAINING**

**Certificate Program**

Required Courses (15 units)		Units
COS-61A	Level I Cosmetology Instructor Concepts	7.5
COS-61B	Level I Cosmetology Instructor Concepts	7.5

ATTACHMENT C

**OFFICE CLERK/TYPIST**

**Certificate Program**

Required Courses (16 units)		Units
CAT-1A	Business Etiquette	1
CAT-30	Business English	3
CAT-51	Document Formatting	3
CAT/ACC-55	Applied Accounting/Bookkeeping	3
CAT-61	Professional Office Procedures	3
CAT/CIS-93	Computers for Beginners	3

ATTACHMENT D

**ADMINISTRATIVE OFFICE MANAGEMENT**

**Certificate Program**

Required Courses (33 units)		Units
CIS/CAT-3	Computer Applications for Working Professionals	3
CAT-30	Business English	3
CAT-31	Business Communications	3
CAT-51	Document Formatting	3
CAT-61	Professional Office Procedures	3
CAT-62	Records Management	3
CAT/ACC-55	Applied Accounting/Bookkeeping	3
CIS/CAT-80*	Word Processing: Microsoft Word for Windows	3
or		
CIS/CAT-84*	Word Processing: WordPerfect for Windows	3
CIS/CAT-93	Computers for Beginners	3
Electives	(Choose from list below)	6

**Electives (6 units)**

CAT/CIS-34B	Intermediate Microsoft Word for Windows	1.5
CAT-36A	Legal Office Procedures I	3
CAT-36B	Legal Office Procedures II	3
CAT-37	Legal Terminology and Transcription	3
CAT-38	Legal Word Processing and Forms Production	3
CAT/CIS-60	Introduction to Microsoft Access on the IBM PC	1.5
CAT/CIS-65	Introduction to PowerPoint for the IBM PC	1.5
CAT/CIS-72A	Introduction to Web Page Creation	1.5
CAT/CIS-77	Beginning Desktop Publishing using PageMaker	3
CAT/CIS-78A	Introduction to Adobe PhotoShop on the IBM PC	3
CAT/CIS-79	Introduction to Adobe Illustrator on the IBM	3
CAT/CIS-80*	Word Processing: Microsoft Word for Windows	3
CAT/CIS-84*	Word Processing: WordPerfect for Windows	3
CAT-88	Internships in Computer Applications and Office Technology	3
CAT/CIS-90	Microsoft Outlook	3
CIS-95A	Introduction to the Internet	1.5
CIS/CAT-98B	Advanced Excel	1.5

\* If CIS/CAT-80 is used as a required course then CIS/CAT-84 may be used as an elective.

\* If CIS/CAT-84 is used as a required course then CIS/CAT-80 may be used as an elective.

**Associate in Science Degree**

The Associate in Science Degree in Computer Administrative Office Management will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2

Date: April 18, 2006

Subject: Agreement with Vantage Technology Consulting Group

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Vantage Technology Consulting Group, to provide technology consulting services, including I.T./A.V. system design, bid specifications, bid support, contractor selection, and associated project management to oversee the implementation of the Quad Remodeling Project. Funding source: Measure C funds.

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 agreement, from May 1, 2006 through December 31, 2007, in an amount not to exceed \$98,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Cecilia Wong, Executive Dean,  
Technology and Learning Resources



## PROPOSAL TO PROVIDE ADDITIONAL TECHNOLOGY CONSULTING SERVICES

### I. PROJECT

#### **Quad Building Reconstruction**

Riverside Community College, Riverside City Campus  
Riverside, California

### II. INTRODUCTION

Riverside Community College (the College) is renovating the existing Quad Building on its Riverside City Campus. Vantage Technology Consulting Group (Vantage) has been invited by the College to develop the technology system designs and specifications for the technologies to be deployed upon completion of the Quad Building Reconstruction (the Project), and to provide project management services to manage the process of bidding, contractor selection and systems implementation. In response, Vantage is pleased to present this Proposal to provide Technology Consulting Services for the Project.

### III. SCOPE OF WORK

Vantage proposes to provide Technology Consulting services, including systems design, bid specifications, bid support and contractor selection, and associated project management to oversee the smooth implementation of the specified work. The specific Technology Systems to be addressed within the scope of this proposal are described as follows:

#### A. Information Technology (IT), Computing Systems and Software

1. IT & Computing Systems shall include all new and relocated (existing) local area data network (LAN) electronics, general "client" computing workstations, computing peripheral equipment (e.g., printers, scanners) and data servers to support the computing activities and applications of the Quad Building.
2. Systems shall also include integration of wireless data network access within designated areas of the Quad Building, including exterior areas immediately adjacent to the building.



3. Connectivity will be provided between the Quad Building IT & Computing Systems and the general campus data network via building and campus infrastructure designed and provided by others. Vantage will coordinate with the College's IT support staff with respect to the relocation and integration of existing systems into the new systems. Vantage's services will specifically include coordination of Quad Building IT services connection to the campus infrastructure at two points: 1) Administration Building via an existing pathway, 2) DL/LRC building via a new pathway to be developed in conjunction with the Quad Building project.
4. Software shall include all general and specialty computing software applications as may be deployed on "client" computing workstations throughout the Project. Additionally, software shall include all client-server computing systems, associated peripheral equipment, and instructor computer workstations that may be integrated with Audiovisual Systems. Vantage will coordinate with the college's staff to ensure compatibility of the computing and peripheral systems specified by Vantage with the software systems provided by the College. Vantage shall coordinate the software implementation strategies with the College for inclusion into the Quad Building bid specification.
5. Vantage will design, specify and manage the implementation of new cabling and active electronics to support CATV television (RF) distribution throughout the Quad Building. Equipment, cabling and connections specified by Vantage will utilize building infrastructure (i.e., conduits, cableways, junction boxes) as currently delineated in the Project's construction documents.

**B. Audiovisual Systems**

The extent of technology systems to be addressed within the Scope of Work shall include integrated Audiovisual Systems to support group instruction, meetings, and presentations. Audiovisual Systems will be deployed in all renovated and newly constructed classroom and lecture facilities within the building.

Sub-systems that may be developed within the Quad Building and which will be supported by Vantage's efforts include basic video and computer image display, program audio playback, electronic voice reinforcement, and basic integrated system control. The specific areas of the project where the Audiovisual Systems will be deployed include approximately 38 new and renovated classrooms, one small conference room, and one larger lecture room (Room 144), and these areas shall contain all new AV equipment.

### C. Telephone System

The Quad Building telephone system shall include all associated voice messaging, call management and other telephone system components. It is anticipated that the new telephone system will utilize voice-over-IP (VoIP) technology. Therefore, there will be a critical relationship between the new telephone system and the college's data network. Vantage will also coordinate with the College as required to ensure compatibility of the new phone system and the VoIP technology with the Technology Systems. Additionally, there will be a limited number of analog telephones deployed in the building.

## IV. BASIC SERVICES

Vantage will provide the Basic Services described below to assist the College with the Technology Systems aspects of the Project. The services are identified within three distinct stages of effort as follows:

### A. System Design & Specification (Stage 1)

Vantage will document the Technology Systems designs, system performance requirements and contractor performance requirements sufficiently to enable competitive bidding and selection of a single or multiple contractors to provide and install the 's Technology Systems. Systems will be engineered to the College's designated budget for Technology Systems.

Planning and design consulting services provided by Vantage will include the following:

1. Technology Systems Planning: Vantage will work with the College to define the specific functional and technical performance requirements of the Systems. The effort will also include assessment and recommendation of new equipment needs based on review of current architectural and facility drawings of the Quad Building. The stated planning requirements will include the initial budget cost estimates and will be documented in writing and will be submitted to the College for confirmation and acceptance.
2. Building Integration Requirements: Technical consulting and support services provided will help to ensure that the permitted plans allow the systems to be effectively integrated into the building designs. Vantage will review technology integration requirements including verification of adequate power services, signal cabling distribution and pathways, and equipment installation supports.

3. **Systems Specification:** Based on the approved performance requirements, Vantage will develop Technology Systems Specifications that may be used by the College to facilitate the procurement and installation of the required systems. The Systems Specifications will delineate functional performance requirements, proposed systems architecture, and contractor performance requirements sufficiently to enable competitive bidding and selection of a single contractor to provide and install the Project's required systems.

**B. System Bidding & Contractor Selection Support (Stage 2)**

To help facilitate the competitive selection of a qualified contractor to perform the specified Technology Systems implementation work, Vantage will provide the following services:

1. Vantage will identify a reasonable number of systems contractors appropriately qualified to provide and install the Technology Systems. Specifications may be developed to allow the work to be divided among multiple contractors if this is determined by the College to be the most appropriate implementation approach.
2. During the bid process, Vantage will review the progress of the construction of the technology infrastructure in the Quad Building to verify that installation is in accordance with design expectations.
3. Vantage will review bid returns for compliance with the technical requirements of the Technology Systems Bid Specifications and provide recommendations to the College with respect to the contractor selection.

**C. Infrastructure and Facility Construction Administration Support (During Stage 2 and Stage 3)**

Vantage will provide Infrastructure and Facility Construction Administration Support during the construction of the Quad Building renovations, through the Certificate of Occupancy of the building. Vantage will periodically review the installation of the architectural and infrastructure elements (AV and IT) of the Quad Building to ensure compatibility with the drawings and the intent of the systems designs.

**D. Technology Project Management (Stage 3)**

Vantage will provide project management services associated with implementation of the Technology Systems work. Services provided shall include the following:

1. Review systems contractor shop drawing submittals, requests for information (RFI's), and provide coordination as necessary to facilitate the smooth progression of the contractors' work and fulfillment of the design intent.
2. If multiple systems contractors are employed, Vantage shall coordinate the work of the various contractors to help ensure that the collective integration of the systems fulfills the College's expectations and the intent of the systems designs.

3. Attend regular project coordination meetings at the job site as required.
4. Provide periodic inspection of the integration contractor's installation work to ensure compliance with the specifications and the intent of the designs.
5. Findings and recommendations from each inspection will be documented in the form of a written report that will be presented to the contractors and the College.
6. Upon completion of Technology Systems installation, Vantage will perform onsite inspection and commissioning of the work to confirm compliance with the requirements of the specifications. Findings and recommendations will be documented in the form of a written Punch List that will be presented to the contractors and the College.

#### V. ADDITIONAL SERVICES

During the course of the work, the College may request consulting services from Vantage that are not included within the Scope of Work and Basic Services as defined in this Proposal. Such supplemental consulting work requested by the College shall be identified as Additional Services. Additional Services shall be provided by Vantage only upon receipt of written authorization from the College to provide the specific Additional Services requested.

1. Theater and performance space system design and specification, bidding & contractor selection support, and technology management for the Auditorium/Theater.
2. Re-design, technical documentation revisions, and other work that may be necessitated by project budget changes subsequent to completion of the System Design & Specification stage of work.
3. Project delays causing additional specific consulting services beyond the project schedule of Basic Services identified in this proposal.

#### VI. RELATED TECHNOLOGY WORK BY OTHERS

In some instances, the College is planning to utilize internal staff or engage the work of other consulting, design or engineering resources to support the low voltage systems requirements of the Project. Identified below is a summary of work that may be provided by others that is closely related to the Technology Consulting work proposed by Vantage. Vantage will coordinate the Technology Systems work with all related work provided by others to ensure a thorough integration and smooth progression of the work.

1. **Building Structured Cabling System:** The building structured cabling system supporting building-wide low voltage signal distribution for voice, data and video distribution is specified by others and provided as part of the general building construction. Vantage will coordinate with others as required to ensure compatibility of Technology Systems with the building cabling system.
2. Security
3. Life Safety
4. Voice Paging

## VII. COMPENSATION

### A. Fees for Basic Services

Vantage will provide the Basic Services described for the total fixed fee of \$98,000. Fees are itemized by stage of work in the table below.

Work Stage	Fee Amount
System Design & Specification (Stage 1)	\$21,800
System Bidding & Contractor Selection Support (Stage 2)	\$5,700
Infrastructure and Facility CA Support (During Stages 2 & 3)	\$14,900
Technology Project Management (Stage 3)	\$55,600
<b>TOTAL FEE AMOUNT:</b>	<b>\$98,000</b>

### B. Fees for Additional Services

Fees for Additional Services requested will be determined at the time such services are requested. Services may be provided on a time-and-materials basis at Vantage's Hourly Rates in effect at the time of service, or they may be provided on a negotiated fixed-fee basis.

### C. Expenses

Expenses related to the performance and delivery of Basic Services (e.g., printing of project documentation, mileage, parking, courier, postage, and long distance telephone charges) are included in the Fee for Basic Services.

**D. Invoicing & Payment**

Fees for Basic Services and associated Reimbursable Expenses will be invoiced monthly. The amount invoiced will be based on the percentage of work completed for each stage of work. Invoices will be due and payable net 30 days from date of issue.

**E. Basis of Fees**

The Fees proposed are based on the time-frame of the work, the type of systems to be developed and on the anticipated extent of those systems. The Scope of Work described in Section 3 of this Proposal identifies the type of systems anticipated. Other factors affecting the Fee amount are described as follows:

**1. Time-frame & Schedule**

This Proposal is based on the expectation that Stage 1 Basic Services will commence in early 2006. Construction is anticipated to start in the third quarter of 2005. Beneficial occupancy of the building (and commencement of Technology Systems installation) is expected in the 3rd quarter 2006. Final occupancy of the building and completion of all Technology Systems implementation work is expected to be by the end of June 2007.

In the event that delays in the Project schedule extend the completion date and/or duration of the work significantly beyond the designated time-frames, Vantage reserves the option to make appropriate adjustments to our fee.

**2. Technology Systems Budget**

Currently, the Technology Systems budget is the best indication available to Vantage of the extent of the systems to be developed for the project. Vantage's Fee is based on the anticipation that the current budget for Technology Systems is approximately in the range of \$1.5 million to \$1.7 million. In the event that the budget amount changes significantly from this figure, Vantage reserves the option to make appropriate adjustments to our Fee.

**F. Hourly Rates for Time-and-Materials Services**

Fees for Additional Services and other work that may be provided on a time-and-materials basis will be charged at Vantage's regular Hourly Rates. Hourly Rates in effect as of this date are identified below. Hourly Rates are reviewed annually in January and are subject to adjustment at that time.

- Principal: \$175.00
- Senior Consultant: \$150.00
- Consultant: \$125.00
- Engineer: \$100.00
- Support Staff: \$75.00

VIII. ACCEPTANCE

The undersigned accepts the terms of this Proposal and authorizes Vantage Technology Consulting Group to commence work on the Project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3

Date: April 18, 2006

Subject: Revised Regulations for Use of Facilities – Policy and Regulations 8005  
– First Reading

Background: Presented to the Board of Trustees for first reading are revisions to Regulations 8005. Regulations 8005 were adopted on September 19, 1978, amended on November 4, 1980, and last amended on June 2, 1992. The revisions that are being presented will update the facility fee schedule; the use of District videos and DVDs; the use of facilities by public agencies or nonprofit groups; the fair rental value and direct costs of District facilities' rentals; and addresses smoking on District property. This will align Regulations 8005 with the revised Regulations 5120 Use of Facilities, Distribution and Posting of Literature, and Preventing Disruption of Instructional and/or Other District Activities and Regulations 6120 Organization of the Associated Students of Riverside Community College. These regulations were amended by the Board of Trustees on November 15, 2005. The Board of Trustees adopted Policy 6230, 3230, 4230 on June 5, 1990, with an amendment on November 19, 2002, stating that Riverside Community College District is a non-smoking institution. This is included in the revised Regulations 8005.

Recommended Action: It is recommended that the Board of Trustees accept the revised Regulations 8005, for first reading which ensures consistency with Regulations 5120, 6120, 6230, 3230, 4230, and 8005.

Salvatore G. Rotella  
Chancellor

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT

USE OF FACILITIES

It is the policy of the Riverside Community College District to authorize the use of facilities for public, literary, scientific, recreational, or educational meetings or for the discussion of matters of public interest. The Board may establish such terms and conditions of usage as are deemed proper. The Riverside Community College District desires to make College facilities available to the public whenever possible and so long as there is no conflict with the educational program.

Submitted to Board for First Reading \_\_\_\_\_ 10-21-80

Approved by Board \_\_\_\_\_ 11-4-80

Education Code Section: 82542

Adopted: September 19, 1978

Amended: November 4, 1980  
June 2, 1992

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 8005, Use of Facilities

I. Classification of Use

A. ~~Actual Cost Use~~ **Direct Cost** shall apply to those organizations that qualify under the Civic Center Act. Any admission fees or contributions received must be expended for the welfare of students of the District or for charitable purposes. The District charge will not exceed the direct cost of the operation of the facility. (Education Code Section 82542)

B. Fair ~~Market~~ **Rental** Value

Fair ~~Market~~ **Rental** Value shall apply to those organizations that do not qualify under the provisions of the Civic Center Act and/or which solicit contributions or charge admissions or fees to the activity which will be spent for other than charitable or welfare purposes. The minimum rental shall be equal to the fair market value charged for rental of comparable facilities.

C. Joint Powers Agreements

The District reserves the right to enter into Joint Powers Agreements with other public agencies with respect to use of facilities. The terms of such Agreements will supersede the conditions of this regulation.

II. Application for Use

Application for use of ~~College~~ **District** facilities will be made on a form supplied by Riverside ~~Community~~ City College, 4800 Magnolia Avenue, Riverside, CA 92506-1299, phone number ~~(909) 222-8000~~ **(951) 222-8498; Moreno Valley Campus, 16130 Lasselle Street, Moreno Valley, CA 92551-2045, phone number (951) 571-6188; Norco Campus, 2001 Third Street, Norco, CA 92860-2600, phone number (951) 372-7000 or may be requested online at [www.rcc.edu](http://www.rcc.edu).**

Application should be made at least ~~two weeks~~ **five (5) working days** prior to the date on which the facility is to be used. Applications from individuals will be priced at the Fair ~~Market Use~~ **Rental Value** rates. Use of audio systems, spots, dimmer boards, and other equipment must be arranged for at the time application is made.

Applicants should estimate very carefully the hours and the days that they will want to use the facility. These estimates are to include time for rehearsals, set installation, and performance, and must include all the hours the facility is to be opened. Some facilities are very tightly scheduled, and so is the time of the custodians and student technicians. It

will be very difficult and in many cases impossible to permit access to the facilities at times other than those set forth in the application.

Applicants using copyrighted materials must fill out a special form provided by the College whereby the applicant assumes full responsibility for complying with copyright laws.

III. Sunday and Holiday Use and Hours of Use

Sunday and holiday use of ~~College~~ **District** facilities is generally discouraged. In general, there will be no Food Services on Sundays or holidays. In addition, all organizations, including RCCD student functions, must vacate facilities by midnight.

IV. Deposit and Payment Policy

The Board of Trustees requires that an organization eligible for the **Direct Cost Use** charge but which has not before used ~~College~~ **District** facilities **will** pay a deposit, which will be applied to the total invoice. This deposit will be equal to the estimated cost of the facility rental charge. This deposit policy will be applied to all applicants under the Fair ~~Market Use~~ **Rental** Value formula.

Payment in full is payable upon receipt of invoice, but in no case later than thirty (30) days following the event. Nonpayment will result in denial of subsequent applications for use of District facilities.

V. ~~College~~ **District** Representation

Representatives of the ~~College~~ **District** shall have access to ~~college~~ **District** property whenever it is being used for a non-college activity. These representatives shall have the responsibility to see that all rules, regulations, and laws are adhered to by the group using the facilities and that violations are reported.

VI. Use for Religious Services

Use for religious services must be in accord with the following rules:

- A. A fair ~~market~~ rental **value** will be charged,.
- B. The lease to any one religious organization may not exceed five (5) calendar days or portions thereof in any one fiscal year.
- C. The letting of the property may not encompass time immediately preceding, during, or immediately following formal class instruction.

VII. Use of Cafeteria and Student Center

The price charged for the meal does not include use of the dining area.

If more than one section of the Student Center is used, “First Two Hours” charges will be made for each section used, because this charge is made to cover cleanup costs. “Additional Hour” charges will be made for only one section. Kitchen facilities may not be used by other than the ~~College~~ **District** staff.

The Student Center may not be used for dances by ~~non-college~~ **non-District** groups. The only exception is for high schools in the District which may, by special arrangement, schedule one formal dance a year in the Student Center.

VIII. Use of ~~College~~ **Films District Videos, DVDs, and Audiovisual Equipment**

~~A. The College will not rent motion picture projectors or other equipment for use off campus.~~

~~B. The College owns some motion picture films of exceptional significance to its community. It will attempt to provide an employee who is trained as an operator to take such a film and show it on the College’s own projection equipment to any organization in the community which has made proper application through the College.~~

~~The organization will be charged only for the cost of the operator’s time and travel, provided there is no admission charge for the program at which the film is shown.~~

~~C. A firm commitment to an off-campus agency for the use of the film will not be made more than one month in advance of the projection date.~~

~~D. Some films which are in very heavy demand will be reserved only one week in advance. This is to assure the film’s maximum availability to the regular students at the College.~~

**A. The District’s collection of videos and DVDs is for instructional purposes.**

**B. In the event that a request is made for off-campus services that include audio-visual equipment, videos or DVDs, the District reserves the right to levy appropriate charges including the operator’s time and travel expenses.**

IX. Use of Classrooms

A. When more than one classroom in the same building is used, the charge will be one-half the listed charge for each additional classroom.

X. Use by Organization Recognized by the Associated Students of Riverside Community College **District** (ASRCCD)

A. A campus organization recognized by the Associated Students of Riverside Community College **District** will have free use of facilities when all of the receipts are retained by the organization. All such receipts must be used for approved college related projects or activities.

XI. Use For Programs Co-Sponsored by Organizations Recognized by the Associated Students of Riverside Community College **District**.

A. There will be no charge except for ~~campus Safety and Security~~ **College Safety and Police** officers for programs co-sponsored by a campus organization recognized by the ASRCCD provided that ASRCCD receives at least 50% of the gate receipts.

B. The non-ASRCCD co-sponsor will be charged the ~~Actual~~ **Direct Cost Use** rate if the ASRCCD receives 25-49% of the gate receipts.

C. The non-ASRCCD co-sponsor will be charged the ~~Fair Market Use~~ **Rental Value** rate if the ASRCCD receives less than 25% of the gate receipts.

XII. District Rights

The District, via its Board of Trustees and designated managers, hereby retains the final and ultimate authority in the granting of use of facilities. Nothing in these regulations should be construed to indicate a limitation of this authority.

XIII. Public Agencies or Nonprofit Groups

Public agencies or nonprofit groups ~~that have the potential to bring benefits to existing college programs~~ **as defined by 82542(f) of the Education Code** may be given special consideration in regard to rental fees for the use of college **District** facilities.

XIV. ~~Rental Fees~~ **Use of Facilities Fee Schedule**

The Riverside Community College District-reserves the right to change rental fees ~~at any time.~~ **annually based on increases in salary and benefits.** A minimum of seven (7) days notice will be given of any change. (~~Rental Fee Schedule~~ **Use of Facilities Fee Schedule** attached)

A. Minimum rental fee is for two (2) hours **unless specifically noted.**

B. Listed fees do not include ~~motion picture projectors or other~~ visual aid equipment except for existing screens in the facility rented.

C. ~~A separate bulletin giving rules for the use of Landis Auditorium is available. Regulations in this bulletin are considered part of these Policies and Procedures.~~

- C. If any facilities are used under the Fair ~~Market~~ **Rental Value** fees by the same organization more than five times in any one ~~college~~ **academic** year, a Notice of Intention to Lease must be published; therefore, the estimated advertising cost will be added to the estimated rental fee.
- D. The ~~College~~ **District** reserves the right to require the applicant to supply evidence of a liability and property damage insurance policy in force that names Riverside Community College District as an additional insured. This policy shall not be less than \$300,000 for each person and \$500,000 for each occurrence of bodily injury and not less than \$100,000 for each occurrence and \$200,000 aggregate in respect to property damage. Additional coverage may be required for special use, as determined by the District.
- E. If security for any event is deemed appropriate by the District, the applicant will be charged an additional cost according to the fee schedule.
- F. The service or sale of food or refreshment will not normally be permitted on ~~College~~ **District** property except in the cafeteria. **Any exception to this regulation must be pre-approved by the RCCD Food Services Manager.**

**XV. Other Regulations**

- A. **Smoking of any form of tobacco, or 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)**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
USE OF FACILITIES FEE SCHEDULE**

Time will be billed from time facility is to be opened until time facility is to be closed.

	<u>Actual Cost Use</u>		<u>Fair Market Use</u>	
	<u>Minimum</u>	<u>Each</u>	<u>Minimum</u>	<u>Each</u>
	<u>1st 2 hrs.</u>	<u>Add'l hr.</u>	<u>1st 2 hrs.</u>	<u>Add'l hr.</u>
Classroom, Single (Except for main dining room, area in the Student Center will be charged at the single classroom rate.)	\$ 30.00	\$ 10.00	\$ 60.00	\$ 20.00
Cutter Pool (Night use with lighting add \$15.00 per hour)	50.00	25.00	100.00	60.00
Evans Park Baseball Field (includes chalking) * High Schools (includes chalking)	100.00	20.00	300.00	75.00
Huntley Gym (no seating available)	150.00	30.00	300.00	60.00
Huntley Gym Dance Studio (Rm. #102)	75.00	15.00	150.00	75.00
**Landis Auditorium (Performance) Baccalaureates Graduations (includes \$50/hr. for heating/AC)	350.00	110.00	550.00	150.00

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\* Price includes (2) College safety and security officers and (1) grounds person. If more College staff are required, there will be additional charge.

\*\* See Landis Auditorium Rental Fee Schedule for additional fees.

	<u>Actual Cost Use</u>		<u>Fair Market Use</u>	
	<u>Minimum</u>	<u>Each</u>	<u>Minimum</u>	<u>Each</u>
	<u>1st 2 hrs.</u>	<u>Add'l hr.</u>	<u>1st 2 hrs.</u>	<u>Add'l hr.</u>
**Landis Auditorium — (Rehearsal) — (includes \$50/hr. for heating/AC)	250.00	90.00	350.00	110.00
— Lovekin (Soccer) Field	50.00	13.00	100.00	25.00
— McDermont Hall — (Quad 134A or B)	120.00	20.00	250.00	50.00
— Noreo/Moreno Valley — (Multipurpose Room)	120.00	20.00	250.00	50.00
— Quad Courtyard	50.00 / day			
— Student Center — Main Dining Room	120.00	20.00	250.00	50.00
— Student Center Patio	50.00 / day			
— Tennis Courts — High Schools	50.00 / week			
— Other than high schools	50.00 / day			
— Tigers' Den	120.00	20.00	250.00	50.00
— Wheelock Gym (w/seating)	250.00	50.00	500.00	100.00
— Wheelock Gym (w/o seating)	150.00	30.00	300.00	60.00
— Wheelock Field — (Night use with lighting — (4 hrs.) — add \$30.00 per hour for events — other than football games.)	400.00 (4 hrs.)	50.00	1,000.00 (4 hrs.)	150.00
	<u>Actual Cost Use</u>		<u>Fair Market Use</u>	
	<u>Minimum</u>	<u>Each</u>	<u>Minimum</u>	<u>Each</u>
	<u>1st 2 hrs.</u>	<u>Add'l hr.</u>	<u>1st 2 hrs.</u>	<u>Add'l hr.</u>
* Football Games/Graduations — (w/lighting) (includes chalking)	500.00 (per event)		Included in fee schedule are (2) College safety and security officers.	



~~\* Football Games/Graduations — 350.00 — Included in fee schedule are (2) College  
— (w/o lighting) (includes chalking) — (per event) — safety and security officers.~~

~~\* Note: Graduation fees do not include grounds, custodial, and technical labor cost.~~

Specific Facility	Direct Cost Minimum Rental Fee*	Fair Rental Value Minimum Rental Fee*
<b>1. Athletic Fields, Stadiums</b>		
Cutter Pool <sup>1</sup> (4 hours)	\$ 80.00	\$ 120.00
Cross Country Track (M.V.) (4 hours) *	250.00	375.00
Evans Park Baseball & Softball (4 hours) *	200.00	300.00
Huntley Gym	230.00	345.00
Huntley Dance Studio	140.00	210.00
Soccer Field (4 hours)*	125.00	188.00
Tennis Courts	55.00	83.00
Track & Field Complex (4 hours)*	535.00	803.00
Wheelock Gym	300.00	450.00
Wheelock Field (4 hours)*		
Graduations	\$ 870.00	\$ 1,305.00
Football Games	950.00	1,425.00
Other Events	870.00	1,305.00
<b>2. Auditorium/Theatres/Outdoor Areas</b>		
Aguilar Patio	\$ 55.00	\$ 83.00
Alumni House Outside	55.00	83.00
Alumni House Inside	50.00	75.00
Coudures Jr. Plaza (M.V.)	55.00	83.00
Digital Library Auditorium	145.00	218.00
Landis Auditorium (4 hours)*		
Performance	\$ 570.00	855.00
Graduations	570.00	855.00
Rehersals	450.00	675.00
Quad Courtyard	55.00	83.00
Quad Lecture Hall	50.00	75.00
Norco Amplitheater	110.00	165.00
Norco Theater	50.00	75.00
<b>3. Cafeterias</b>		
Bradshaw Dining Room (4 hours)*	\$ 200.00	\$ 300.00
Staff Dining Room (Riverside)	50.00	75.00
<b>4. Classrooms/Multi Purpose Rooms</b>		
Classrooms <75	\$ 30.00	\$ 45.00
Classrooms >75	50.00	75.00
Conference Room <30	30.00	45.00
Conference Room >30	115.00	173.00
Multipurpose Room (M.V. & Norco)	50.00	75.00

<sup>1</sup> Users of Cutter Pool must provide certified lifeguards whose sole responsibility is to guard swimmers.

\*Price includes (1) custodian, (2) grounds person, (3) athletic field caretakers, and (4) auditorium specialists where applicable. Additional charges will be included for College Safety and Police officers, Community Service officers, maintenance, and auditorium technicians as needed for each event.

SPECIAL CHARGES

The ~~College~~ **District** reserves the right to levy additional charges for special services, equipment, or facilities made available.

Audiovisual equipment (See A/V Equipment List and Fee Schedule)

~~CIF (California Interscholastic Federation) Games ..... \$500.00 per event  
Football and Basketball ..... Includes lighting, chalking, and 2 officers.~~

Cancellation Fee: A \$50.00 non-refundable cancellation fee will be required for all organizations charged the ~~Actual~~ **Direct Cost Use** or Fair Rental Fee ~~fee~~, unless written cancellation is received two (2) weeks before the event.

**Charges for additional District staff will be applied based on the event location and number of hours services are needed. Charges for District staff will be applied at the current rate of wages and benefits and may include also the personnel in the following positions: Community Service Officers, Theater Production Technicians, Theater Technical Director, and Stage Technicians.**

~~Campus Safety and Police officers ..... \$ 15.00 per event  
Custodians ..... 15.00 per hr.  
Grounds people ..... 15.00 per hr.  
Maintenance people ..... 15.00 per hr.  
Stage (setting up on Wheelock Field) ..... 150.00 per event  
Tables (removing from main cafeteria area) ..... 50.00 per event  
Track (marking) ..... 100.00~~

Dances: All dances require two (2) **RCCD** officers. In addition, the Office of **College** Safety and Police determines if the Norco, Moreno Valley, or Riverside Police Department should be involved. All applicants, including on-campus clubs, must pay for **RCCD** officers. If a city police department is hired, the city police department is contacted by and paid for by the organization that is holding the event.

Additional charges also may be made for excessive cleanup costs and for the costs of replacing or repairing property damaged during the use of facilities.

Extra student help will be charged for at the maximum rate according to the District's Student Help Salary Schedule.

~~RIVERSIDE COMMUNITY COLLEGE DISTRICT  
LANDIS AUDITORIUM  
USE OF FACILITIES FEE SCHEDULE~~

~~Direct Cost    Fair Rental Value~~

<del>Minimum</del>	<del>Each</del>	<del>Minimum</del>	<del>Each</del>
<del>1st 2 hrs.</del>	<del>Add'1 hr.</del>	<del>1st 2 hrs.</del>	<del>Add'1 hr.</del>
<del>AUDITORIUM</del>	<del>350.00</del>	<del>110.00</del>	<del>550.00    150.00</del>
<del>(Performance)</del>			
<del>Baccalaureates</del>	<del>200.00</del>	<del>Flat Fee per event</del>	
<del>Graduations</del>	<del>500.00</del>	<del>Flat Fee per event</del>	
<del>(includes \$50/hr. for heating/AC)</del>			

<del>AUDITORIUM</del>	<del>250.00</del>	<del>90.00</del>	<del>350.00    110.00</del>
<del>(Rehearsal)</del>			
<del>(includes \$50/hr. for heating/AC)</del>			

~~ROOM CHARGES~~

<del>Box Office</del>	<del>.....</del>	<del>\$ 25.00</del>	<del>per day</del>
<del>Concession Operation</del>	<del>.....</del>	<del>25.00</del>	<del>per day</del>
<del>(Unless attendance at event exceeds 300)</del>			
<del>Dressing Room</del>	<del>.....</del>	<del>25.00</del>	<del>per day</del>
<del>Stage Shop not available for rent</del>			

<del>TECHNICIAN'S FEES</del>	<del>.....</del>	<del>10.00</del>	<del>per hr.</del>
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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AUDIO VISUAL EQUIPMENT LIST AND FEE SCHEDULE  
 (For ~~Campus~~ **College** Use Only)

PROJECTORS	PER DAY:
Slide Projector.....	\$ <del>15.00</del> <b>30.00</b>
Filmstrip Projector.....	<del>12.00</del>
Overhead Projector.....	<del>12.00</del> <b>25.00</b>
16mm Projector.....	<del>15.00</del> <b>150.00</b>
6' Tripod Screen.....	<del>5.00</del> <b>20.00</b>
Electric Pointer.....	<del>5.00</del>
Laser Pointer.....	<del>10.00</del>
<b>LCD projector</b> .....	<b>75.00</b>

A/V CART STAND

Overhead Cart.....	<del>3.00</del> <b>15.00</b>
A/V Cart.....	<del>5.00</del> <b>15.00</b>
Safelock Stand.....	<del>3.00</del> <b>15.00</b>

VIDEO

VHS ( <del>player only</del> ) <b>VCR</b> .....	<del>25.00</del> <b>30.00</b>
VHS (recorder).....	<del>28.00</del>
* VHS Camcorder.....	<del>50.00</del>
Tripod.....	<del>5.00</del> <b>25.00</b>
25" Monitor w/cart.....	<del>30.00</del> <b>40.00</b>
Large Screen T.V. (Cafeteria only).....	<del>30.00</del>
* Video Projector.....	<del>10.00</del>
<b>DVD Player</b> .....	<b>40.00</b>
<b>Laptop</b> .....	<b>75.00</b>

\* ~~Must have IMC technician to operate.~~

AUDIO

Mic. w/stand.....	<del>10.00</del>
Mixer Amp w/speakers.....	<del>65.00</del> <b>150.00</b>
Anchor speaker w/mic.....	<del>35.00</del> <b>75.00</b>
Large Digital sound system.....	<del>250.00</del> <b>300.00</b>
Wireless Microphone (Handheld or lav.).....	<del>25.00</del> <b>30.00</b>
Cassette Player (Mono).....	<del>10.00</del>
Cassette Player (Stereo).....	<del>10.00</del> <b>25.00</b>
<del>Patch to House Sound</del> .....	<del>25.00</del>
<b>CD Player</b> .....	<b>20.00</b>

FLIPCHARTS

Flipchart (Stand only).....	<del>10.00</del>
Flipchart (w/Pad).....	<del>22.00</del> <b>30.00</b>

Flipchart Markers	
6 Color .....	6.00
8 Color .....	11.00

**CD DUPLICATION**

<b>First CD .....</b>	<b>10.00</b>
<b>Each Additional CD.....</b>	<b>.75</b>

**DVD DUPLICATION**

<b>First DVD .....</b>	<b>20.00</b>
<b>Each Additional DVD.....</b>	<b>1.75</b>

TECHNICIAN LABOR

All equipment is subject to a \$10.00 ~~setup fee~~, **delivery fee** in addition to the above charges.  
~~Setup is set and leave only, no operator.~~

Technician's fees are ~~\$15.00 hour~~ **based on current hourly wages. The technician fee will include any set-up and break down time. If the technician remains on site to secure and/or operate the equipment, the fee will include the actual time of the event in addition to the set-up and break down time.**

April 18, 2006

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4

Date: April 18, 2006

Subject: Student Equity Implementation Team

Background: This presentation is designated to provide the Board of Trustees with information on the activities of the Student Equity Implementation Team that was created to oversee implementation of the District's Student Equity Plan.

Information Only.

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie DiThomas  
Associate Vice Chancellor, Student Services and Operations

Riverside Community College District  
Student Equity Implementation Team

During the development of a student equity plan in 1998, RCCD identified equitable access as a primary goal. Since that time, the discrepancies in student ethnicity that were identified as an issue have been alleviated as evidenced by the over-representation of traditionally under-represented student populations. In the process of writing the student equity plan in October 2004, it became evident that getting the students to come to the college was not enough—RCCD needed to develop and implement programs and services to increase the success rates of these students.

Recognizing that even the best plans are nothing if not followed through to implementation, the authors of RCCD's Student Equity Plan called for the establishment of an oversight committee, the Student Equity Implementation Team, to ensure that all activities delineated in the plan were implemented. This team is a standing committee of the Academic Senate and is required to periodically report to the Senate on its progress. The plan acknowledged that Hispanic student needs were being addressed by the District on several fronts. However, programs, curriculum and interventions to address the special needs of African American students were clearly lacking and much needed as evidenced by the fact that in each success measure African American students consistently scored in the lowest percentile. Therefore, a subcommittee to focus on African American student success was established on each campus. These subcommittees are composed of faculty, staff, students and community members and are responsible for the development and implementation of activities that focus on academic success for African American students.

Co-Chairs: Debbie DiThomas and D. Ajené Wilcoxson

Team Members:	David Baker	James Banks	Deborah Barrozo
	Cordell Briggs	Kathy Brooks	Daria Burnett
	Ed Bush	Shelagh Camak	Monica Delgadillo-Flores
	Diane Dieckmeyer	Claudette Ellis	Sharon Gillins
	Sandra Goulsby	Jimmie Hill	Ola Jackson
	Dwight Lomayesva	Richard Mahon	Marilyn Martinez-Flores
	Virginia McKee-Leone	Delores Middleton	Carolyn Quin
	Louis Tamayo	Bill Vincent	Eugenia Vincent
	Charles Wyckoff		

The subcommittees dedicated to African-American student success began meeting in August 2005. The following is a report of their progress to date.



## Campus Reports

### Moreno Valley

#### Subcommittee Members:

Lola Aldridge	Anna Marie Amezquita	James Banks
Larisa Broyles	Cordell Briggs	Danette Brown
Daria Burnett	Gail Byrne	Maureen Chavez
Lisa Conyers	Debbie DiThomas	Lori Fiedler
Lisa Frantz	Cheryl Honore	Delores Middleton
Dominique Moise-Swanson	Frankie Moore	James Namekata
Marie Pacheco	LaTanya Parker	Ann Pfeifle
Joseph Reynolds	David Richardson	Sal Soto
Louis Tamayo	Teresa Thetford	Carlos Tovares
Richard Tworek	Carman Valencia	Bill Vincent
Clarita Griggs (student)	Monica Sachell (student)	

#### Renaissance Scholars Program

**Mission:** The Renaissance Scholars Program is dedicated to increase retention, graduation, transfer rates and goal achievement of African American students through a coordinated program of courses and an on-going support system.

**Fall 05**      Development of program design and structure.  
The Riverside Community College District's Student Equity Plan established January 31, 2005, resulted in the development of specific campus based plans to address the needs of African American students in the areas of graduation, retention, and transfer. The Renaissance Scholars Program was adopted and implemented on the Moreno Valley campus to address the special needs of this particular population.

**Winter 06**      Spring 06 Academic Workshop & Award Ceremony  
The Renaissance Scholars Program committee hosted a workshop on January 26, 2006, which assisted students with their college plans. Students received presentations from various Student Service departments and met with a counselor to develop a One-Semester Educational Plan for the Spring 06 semester. The workshop concluded with a catered Award Ceremony recognizing the students for their completion of the fall semester.

Students also attended the Black College Expo at the Los Angeles Convention Center on February 11, 2006. Students met with representatives from Historically Black Colleges and Universities.

Spring 06

Learning Skills Workshops

On February 23, 2006, The Renaissance Scholars Program in conjunction with the ASRCC Moreno Valley campus hosted a district wide African American faculty and student reception in honor of Black History month. The goals of the reception were to identify mentors and establish academic support systems for the RSP students.

Learning Skills Workshops will be hosted once a month during the Spring Semester. The workshops will focus on a variety of topics geared toward student success in the classroom. Topics will include but are not limited to Study Skills, Learning Styles, Time Management, etc. This calendar of workshops will conclude with a Recognition Celebration for the students completing the inaugural year of the program.

Fall 06

Learning Communities

The Human Services Learning Communities, comprised of a cohort of students, will begin in Fall 2006. The cohort will include courses in English, History, Human Services, Reading and Math. These cohorts will be supported by mentor involvement in work experience courses, four-year institution field trips, and other programmatic activities planned in conjunction with the Norco and Riverside campus Student Equity Programs.

## Norco

### Subcommittee Members:

Greg Aycock	Melissa Bader	Kevin Baker
Jalani Bakari	Sarah Burnett	Ed Bush
Lawson Bush	Elisa Chung	Diane Dieckmeyer
Debbie DiThomas	Andres Elizalde	Gabriela Gamiz
Heather Gonzalez	Kevin Green	Jimmie Hill
James Ivey	Debbie Tompsett-Makin	Susan Mazur
Bonnie Pavlis	Judy Perhamus	Phu Tran
Paul Van Hulle	Daniel Vega	Tom Wagner
Todd Wales	Bev Wimer	Patty Worsham

### The Talented Tenth Program RCC Norco:

The Norco Campus developed a multi-faceted program which focuses on promoting the success of its African American students. The name of the program is “The Talented Tenth Program (T3P). The T3P is conceptually developed around three programmatic tents of Tradition, Tenacity, and Togetherness. The program consists of the following four components:

- Special Course
- Mentoring
- Academic
- Support Services

### T3P First-Year timeline of events and activities (2005-2006):

#### September:

- Norco Student Equity Committee formed
- Conceptual framework of African American learning community forms

#### October:

- Advertising – Flyers advertising the orientation were passed out to students during Club Rush. Also, the African American Leaders Club was targeted as a means of promotion.
- Mailer sent out to all enrolled African American Students at Norco campus inviting them to the program orientation
- The Norco Campus hosted an orientation on October 14 from 4:00 – 6:00 pm in Humanities 111. During the orientation students was introduced to the new program and invited to participate.
- All T3P participants met with counselor and developed a student educational plan.

#### November:

- First T3P participant meeting held
- Faculty Recruitment – All faculty was invited to participate in current and future activities associated with the new program. The sub-committee members have requested that this discussion be placed on the agenda of the next faculty meeting.
- T3P Rites of Initiation Ceremony held – A ceremony based on the African ritual of the “Rites of Passage” that symbolizes ones moment from one phase of life to another

- Spring Learning Community developed – A thematic learning community linking Reading 83 and English 50A is planned for Spring 2006. The theme will focus on African American Culture. This learning community is being supported by CLEAR Directions (Title V Grant). The CLEAR Directions counselor will be recruiting students for enrollment, and involved faculty will be issued a stipend for their work on curriculum development. Lastly, field trips for this class will be paid for by grant funds.
- Other Courses – Transfer-level courses are also being investigated to be included in the program.
- T3P committee members make a presentation at the Norco campus faculty meeting
- Mentor recruitment for T3P begins

January:

- Freshmen academic advisement workshop and recognition program (designed to counteract the low retention of African American student between their first and second semester)
- T3P participant meeting

February:

- T3P participant in field trip to the Black College Expo in Los Angeles
- Thematic learning community begins

March:

- T3P participant meeting with motivational speaker
- T3P mentor meeting

April:

- T3P participants and mentor mixer

May:

- Graduation recognition ceremony

## Riverside

### Subcommittee Members:

Kathy Brooks	Bill Brown	Monica Delgadillo-Flores
Debbie DiThomas	Sharon Gillins	Sandra Goulsby
Ola Jackson	LaNesha Judon	Richard Mahon
Marilyn Martinez-Flores	Virginia McKee-Leone	Daniel Ortega
Dell Roberts	Woody Rucker-Hughes	John Smith
Cindy Taylor	Oliver Thompson	D. Ajene Wilcoxson
Jacqueline Wilcoxson	Bill Vincent	Eugenia Vincent
Jameelah Woodard (student)		

### Mission

Riverside campus formulated a two pronged approach to African-American student success: 1) the Ujima Project (meaning “collective work and responsibility”) and 2) the Business Learning Community (BLC).

The Ujima Project is a campus-wide organization whose mission is to increase the number of educationally disadvantaged students from all ethnicities who:

- ✓ Earn two-year college degrees or certificates
- ✓ Transfer to four-year colleges and universities
- ✓ Learn a vocational skill
- ✓ Return to the community as accomplished and successful leaders and mentors

By combining rigorous academic preparation strategies with institutional and community support, Ujima will incorporate:

- ✓ Connecting individual students with a caring, knowledgeable mentors who can monitor their long-term progress
- ✓ Incorporate students’ cultural background into the education experience
- ✓ Reduce attrition rates by requiring students to participate in Learning Communities to complete standard courses which will them in meeting graduation requirements

The BLC is a Title V funded learning community specifically focused within the business discipline. The courses taught in this program incorporate African American culture and heritage and the instructors utilize examples of contemporary African American successes. Following is a list of the BLC spring 2005 courses:

- ✓ Reading Workshop
- ✓ Business 30  
    Entrepreneurship (with an emphasis on African American Entrepreneurs)
- ✓ Guidance 47  
    Career Exploration

Both components of Riverside’s program ~ Ujima and BLC ~ have a mentoring component which encourages collaboration and communication among students, between students and faculty, staff and administration, and between students and the community.

Riverside Activities (2005-06)

- ✓ September - Student Club Rush
- ✓ September – Ujima brochure developed and printed
- ✓ September 28 – Ujima athletes participated in Coach Carter Presentation
- ✓ October 6 – Presentation by Mr. Pokawa from Sierra Leone, Africa
- ✓ October 26 – Ujima student and parent/guardian orientation
- ✓ November 29 – Rites of Passage Ceremony
- ✓ December 5 – 16 – Individual appointment with all Ujima students
- ✓ January 17 – Freshman Recognition and Celebration
- ✓ June - Graduation & Luncheon Celebration

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5

Date: April 18, 2006

Subject: International Students and Programs Update

Background: This presentation will update the Board of Trustees on the activities of the International Students and Programs Department.

Information Only.

Salvatore G. Rotella  
Chancellor

Prepared by: Marylin Jacobsen  
Director, International Students and Programs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6

Date: April 18, 2006

Subject: Title V District Grants Presentation

Background: This presentation is to inform the Board of Trustees on the current progress of the Title V grants within the District. The presentation will highlight similar programmatic elements that exist at all three colleges, while highlighting goals and objectives that are college specific.

Information Only.

Salvatore G. Rotella  
Chancellor

Prepared by: Marilyn Martinez-Flores  
Associate Dean, College Program Support



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: April 18, 2006

Subject: School for Performing and Media Arts - Agreement for Professional Services for Architectural Services for the Revision of the Final Project Proposal (FPP)

Background: In the past California Community College Chancellor's Office (CCCCO) gave districts the opportunity to "rollover projects". This meant that the (FPP) generated in any given year could be transferred to the following year. This procedure has now changed, and CCCCCO is requiring FPP's on a year-to-year basis until the project has received all State approvals. Thus, the FPP for the School for Performing and Media Arts must be updated for review and approval by CCCCCO. The due date for the revised FPP is May 1, 2006. tBP/Architecture prepared the original FPP, and staff is recommending that tBP/Architecture be approved to prepare the revised FPP.

Funding Source: Resource 4130 (La Sierra Capital Fund), RSA planning/working drawings budget.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with tBP/Architecture in the amount of \$7,750.00 including reimbursable expenses and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN tBP/ARCHITECTURE  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 19<sup>TH</sup> day of April, 2006, by and between tBP/ARCHITECTURE, hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Architect will update the August, 2004, Final Project Proposal for the School for Performing and Media Arts. This will include updating the JCAF 32 to reflect the appropriate cost index and current anticipated project cost. The updated Final Project Proposal is to be submitted to the District for the May 1, 2006 due date.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s).
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from April 19, 2006, to the estimated completion date of May 1, 2006, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$7,750.00 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. Architect shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Architect, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Architect employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Architect shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged 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.

7. Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from 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.
8. 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

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Architect

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James L. Buysse  
Vice Chancellor  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No: V-B-2

Date: April 18, 2006

Subject: Agreement to Hire Higginson + Cartozian Architects, Inc. and Project Budget for the Renovation of the District Office at Park Atlanta

Background: Staff is requesting that the Board of Trustees approve the hiring of Higginson + Cartozian Architects, Inc. to provide design services for the Minor Interior Renovations of the District Office at Park Atlanta to include but, not limited to the Design, Detailed Design Development, Construction Documents and Construction Observation for the project.

The contract period would be from April 19, 2006, through October 1, 2006, with the provision that these dates may be extended at the discretion of the Vice Chancellor, Administration and Finance, or his designee, without further written amendment to this agreement. A fixed fee of \$14,250.00 will be charged for this project for Architectural, Electrical, Mechanical Engineering, Design Services, Construction Oversight and reimbursable expenses.

Staff also requests approval of the project budget in the amount of \$394,501. A little over one-third of this budget is associated with connecting this building to our information systems network. The remainder includes costs for renovation of the third floor. Funding Source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approves the hiring of Higginson + Cartozian Architects, Inc. and the project budget of \$394,501 for the Minor Interior Renovation District Office Project and authorize the Vice Chancellor, Administration and Finance, to sign the attached contract.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN HIGGINSON + CARTOZIAN ARCHITECTS,  
INC.  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 19<sup>th</sup> day of April, 2006, by and between Higginson + Cartozian Architects, Inc., hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect's office(s).
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor, Facilities.
4. The term of this agreement shall be from April 19, 2006, to the estimated completion date of October 1, 2006, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$14,250.00 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities.
6. Architect shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Architect, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Architect employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and 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 consultants, in any legal actions based upon such alleged 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.

7. Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from 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.
  
8. 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

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Architect

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James L. Buysse  
Vice Chancellor  
Administration and Finance

## Exhibit I

### Scope of Services:

Provide architectural services to include the following:

#### I. Planning and Design Phase:

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

#### II. Design Development and Construction Document Phase:

1. Design development of building floor plans, interior elevations and structural concept drawings and details from preliminary designs, for District's approval.
2. Implementation of city, county, state, planning and fire department requirements.
3. Development and preparation of construction documents, consisting of drawings, structural calculations, and details as required for the construction and building permits.
4. Assist District with Development of Specifications.
5. Required corrections and coordination with governmental agencies for approvals and building permits. Onsite assistance and observation as needed to assist in construction and completion of the project. Four (4) observations are included.
6. Assist the District during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits. (Actual filing to be made by District.)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1

Date: April 18, 2006

Subject: Resolution No. 24-05/06 – Resolution to Recognize Classified School Employee Week

Background: The third full week in May, May 22-26, 2006, is designated as School Employee Week, pursuant to Article 10, Section 88270 of the California Education Code. The annual Classified School Employee Week has been supported by the Board of Trustees for several years to honor and recognize the contributions the classified school employees make to the educational community.

Recommended Action: It is recommended the Board of Trustees adopt Resolution No. 24-05/06, and designate the week of May 22 through 26, 2006 as Classified School Employee Week.

Salvatore G. Rotella  
Chancellor

Prepared by: Edward Godwin  
Director, Administrative Services



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MORENO VALLEY • NORCO • RIVERSIDE

Resolution No. 24-05/06

Resolution to Recognize Riverside Community College Classified Employees During Classified Employee Week.

WHEREAS, May 22-26, 2006 has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature.

WHEREAS, Riverside Community College District's classified professionals are the "backbone" of the College, serving students in a helpful, friendly and welcoming manner, and conducting District business in an exemplary way; and,

WHEREAS, these same employees also provide invaluable support to the faculty and administrators and in so doing contribute to a positive learning environment; and,

WHEREAS, Riverside Community College District's classified staff are the District's true ambassadors to the community, involved in every facet of community life through non-profit organizations, youth sports, philanthropic efforts, and other endeavors; and,

WHEREAS, without their dedication and caring, our communities and our College would be poorer in spirit and unable to continue to offer a quality education to students, young and old; and,

WHEREAS, Riverside Community College District's classified staff deserve our respect, commendation, and recognition;

THEREFORE, BE IT RESOLVED that the Board of Trustees officially recognizes the contributions of our classified professionals, proclaims that they enhance the excellence of education in the state of California and in this District, and declares the week of May 22-26, 2006, as Classified School Employee Week in the Riverside Community College District.

Passed and adopted this 18th day of April 2006.

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BOARD OF TRUSTEES OF THE RIVERSIDE  
COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-2

Date: April 18, 2006

Subject: Memorandum of Understanding (MOU) – Modification of Classified School Employees Association Contract (CSEA) – Salaries

Background: In 2005 the District and CSEA Chapter #535 negotiated a new contract for the period 2005-2008. The new contract incorporated the salary increases approved by the Board in July 2004 covering the period of 2004-2007. Since the salary increases overlapped the dates of the previous 2002-2005 contract some of the salary increase wording from the 2002-2005 contract was included in the new 2005-2008 contract.

The salary increase wording from the 2002-2005 contract is in Section H, Article XIV of the 2005-2008 contract. The salary increases approved by the Board in July 2004 are contained in Section L, Article XIV.

Subsequently there has been some concern that the incorporation of the wording from the 2002-2005 contract could cause some confusion in the contract interpretation. After discussions with the CSEA the staff recommends that the 2005-2008 contract be revised by the attached MOU which modifies Section H, Article XIV and deletes Section L, Article XIV. The original wording of those two sections is also attached.

The salary increases contained in the MOU are identical to those approved by Board in July 2004. This MOU does not establish a precedent for reopening or modifying CSEA contracts.

Recommended Action: It is recommended the Board of Trustees approve the Memorandum of Understanding with Classified School Employees Association Chapter #535 modifying Section H, Article XIV and deleting Section L, Article XIV of the 2005-2008 contract with Classified School Employees Association Chapter #535 and authorize the Chancellor, Riverside Community College District to sign the Memorandum of Understanding.

Salvatore G. Rotella  
Chancellor

Prepared by: Edward Godwin  
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
CSEA CHAPTER #535  
MEMORANDUM OF UNDERSTANDING  
CONCERNING  
SALARY INCREASES

This Memorandum of Understanding (MOU) modifies the 2005- 2008 contract between Riverside Community College District and Classified School Employees Association (CSEA) Chapter #535.

I. Section H, Article XIV – Salaries of the 2005 – 2008 contract is modified to read:

H. Increase the current classified salary schedule as indicated below:

1. Increase the classified salary schedule by COLA, effective July 1, 2005, to the extent funded by the State plus a possible additional 1.0%. The additional 1.0% general salary increase above COLA will be provided if the District receives new growth and equalization funding in the amount of \$5.0 million or more as reported in the Advance Apportionment or the P2 report for the two-year period FY 2004-05 and FY 2005-06.
2. Increase the classified salary schedule by COLA, effective July 1, 2006 to the extent funded by the State plus a possible additional 2.0%. The additional 2.0% general salary increase above COLA will be provided if the District receives new growth and equalization funding in the amount of \$8.0 million or more as reported in the Advance Apportionment or the P2 report for the three-year period FY 2004-05 through FY 2006-07

Year 2007-2008 salary will be the contract reopener. In any event, CSEA will not receive any less than any other recognized bargaining group. In addition, should any other employee group receive a bargained compensation level greater than that provided herein, the classified bargaining unit shall receive the difference

II. Section L, Article XIV – Salaries of the 2005-2008 contract is deleted.

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

\_\_\_\_\_  
Salvatore G. Rotella, Chancellor  
Riverside Community College District

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

\_\_\_\_\_  
Nate Finney, President  
Classified School Employees Association #535

**Agreement between Riverside Community College District and  
Riverside Community College Classified Employees, Chapter #535**

**ORIGINAL WORDING**

**ARTICLE XIV**

H. Salary increases for the duration of the contract:

Increase the current classified salary schedule by 2% + COLA for the 2002-2003 year, July 1 to June 30. Years 2003 to 2004 and 2004 to 2005 salary will be the contract reopener. In any event, CSEA will not receive any less than any other recognized bargaining group.

In addition, should any other employee group receive a bargained compensation level greater than that provided herein, the classified bargaining unit shall receive the difference.

**ARTICLE XIV**

L. On June 16, 2004 the Board of Trustees has approved the following salary increases for the Association:

1. Increase the classified salary schedule by COLA, effective July 1, 2004, to the extent funded by the State, plus a possible additional 1.0%. The additional 1.0% general salary increase above COLA will be provided if the District receives new growth and equalization funding in the amount of \$2.0 million or more as reported in the advance Apportionment or the P2 report for FY 2004-05.
2. Increase the classified salary schedule by COLA, effective July 1, 2005, to the extent funded by the State plus a possible additional 1.0%. The additional 1.0% general salary increase above COLA will be provided if the District receives new growth and equalization funding in the amount of \$5.0 million or more as reported in the Advance Apportionment or the P2 report for the two-year period FY 2004-05 and FY 2005-06.
3. Increase the classified salary schedule by COLA, effective July 1, 2006 to the extent funded by the State plus a possible additional 2.0%. The additional 2.0% general salary increase above COLA will be provided if the District receives new growth and equalization funding in the amount of \$8.0 million or more as reported in the Advance Apportionment or the P2 report for the three-year period FY 2004-05 through FY 2006-07

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-3

Date: April 18, 2006

Subject: Memorandum of Understanding – Modification of CSEA Contract –  
Updated List of Additional Exempt Classified Employees, Exhibit I

Background: In 2005 the District and CSEA Chapter #535 negotiated a new contract for the period 2005-2008. The contract contains a list of “Exempt Classified Employees.” For purposes of this contract the term “Exempt Classified Employees” includes all management personnel. This list of “Exempt Classified Employees” is updated from time to time. The Exhibit I attached is the updated list of this category.

Having the job title on the list does not mean that all jobs are filled. Some of the job titles are new and are not yet filled but the District anticipates it may fill the job title in the future. Some of the jobs on the list were filled in the past but are not filled at this time. The District leaves the job title on the list in the event it expects it may use that title in the future.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding with CSEA Chapter #535, Exhibit I, the updated List of Additional Exempt Classified Employees and authorize the Chancellor, Riverside Community College District to sign the MOU.

Salvatore G. Rotella  
Chancellor

Prepared by: Edward Godwin  
Director, Administrative Services

Agreement  
*between*  
Riverside Community College District  
*and*  
Riverside Community College Classified Employees  
Chapter #535  
2005-2008

Updated list of Exempt Classified Employees

Exhibit I

MEMORANDUM OF UNDERSTANDING

The following list of Exempt Classified Employees is added to the list contained in Article I of the Agreement:

Activity Director, Hispanic-Serving Institutions (Title V)  
Assistant Dean, Library/Learning Resources  
Associate Dean, Educational Programs  
Associate Vice Chancellor, Student Services/Operations  
Budget Manager  
Campaign Manager  
Dean, Business, Information Systems & Economic Development  
Dean, Health Sciences Programs  
Dean, Riverside School for the Arts  
Director, Applied Technology  
Director, Law Enforcement Training Programs  
Director, Center for International Trade and Development  
Director, Compliance, Contracts and Legal Services/Assistant to the Chancellor  
Director, Foster and Kinship Care Education Program  
Director, Foster Youth Emancipation Program  
Director, Human Resources  
Director, Internal Audits  
Director, Plant/Operation and Maintenance  
Director, Procurement Assistance Center  
Director, Sports Information Athletic Event Supervisor  
Director, Workforce Preparation Grants & Contracts  
District Dean/Director, Institutional Reporting & Academic Services  
District Dean, Faculty Affairs  
District Dean, Occupational Education  
District Dean, Open Campus  
District Director, Diversity, Equity and Compliance  
EOPS Director  
Manager Food Services

Updated list of Exempt Classified Employees (cont)

Exhibit I

Payroll Manager  
President  
TriTECH Small Business Development Center Director  
Producer/Artistic Director  
Student Services Supervisor  
Vice Chancellor, Diversity and Human Resources  
Vice President, Academic Affairs  
Vice President, Student Services

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

\_\_\_\_\_  
Salvatore G. Rotella, Chancellor  
Riverside Community College District

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

\_\_\_\_\_  
Nate Finney, President  
Classified School Employees Association, #535

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-4

Date: April 18, 2006

Subject: Memorandum of Understanding (MOU) – Modification of Classified School Employees Association (CSEA) Contract – Winter Recess Days

Background: In 2005 the Riverside Community College District (District) and CSEA Chapter #535 negotiated a new contract for the period 2005-2008. The District and the CSEA typically do not stipulate the winter recess schedule in the master contract. Generally the District and the CSEA handle the agreement on the winter recess days through a MOU that modifies the master contract. Because of the ongoing reorganization of the District and the possibility of schedule changes, the final winter recess schedule was delayed.

The District and the CSEA have agreed upon the winter recess days for 2005 and 2006 and that agreement is stipulated in the attached. MOU.

Recommended Action: It is recommended the Board of Trustees approve the Memorandum of Understanding (MOU) with Classified School Employee Association Chapter #535 that stipulates the dates of the winter recess for 2005 and 2006 and authorize the Chancellor, Riverside Community College District to sign the MOU.

Salvatore G. Rotella  
Chancellor

Prepared by: Edward Godwin  
Director, Administrative Services



Agreement  
*between*  
Riverside Community College District  
*and*  
Riverside Community College Classified Employees  
Chapter #535

Winter Recess Days

Exhibit H

MEMORANDUM OF UNDERSTANDING

For the 2005-2006 academic year, days during the winter recess will be observed on December 27, 2005, December 28, 2005 and December 30, 2005 (designated as Admission Day). The staff will use one day of vacation, December 29, 2005.

For the 2006-2007 academic year, days during the winter recess will be observed on December 26, 2006, December 27, 2006 and December 29, 2006 (designated as Admission Day). The staff will use one day of vacation, December 28, 2006.

Any employee required to work on District designated holidays during winter recess shall gain credit for alternative time off at the rate of time and a half. This time off is to be used by June 30 of the following calendar year.

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

\_\_\_\_\_  
Salvatore G. Rotella, Chancellor  
Riverside Community College District

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

\_\_\_\_\_  
Nate Finney, President  
Classified School Employees Association, #535

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-1

Date: April 18, 2006

Subject: Center for Primary Education – Agreement Regarding Joint Contract Administration and Agreement for Joint Use of Facilities


Background: The Board of Trustees has previously approved six agreements, subject to the review and approval of legal counsel, associated with the Center for Primary Education project. To date, five agreements ... the three lease-lease back agreements between the College District and Neff Construction which were approved at the January 24, 2006, Board meeting, and two reciprocal lease agreements between the College District and the Alvord Unified School District, which were approved at the February 21, 2006, Board meeting ... have been approved by legal counsel and signed by all parties.

The sixth agreement has subsequently been revised, and the revision was substantive enough that staff and legal counsel believed it should be returned to the Board for its review and consideration. A copy of a redline version of this agreement is attached as is a copy of the proposed agreement which was submitted to the Board in February.

The major change to this agreement was the change from a two-party (RCCD and Alvord USD) agreement to a four-party (RCCD, Alvord USD, Neff Construction, Inc. and HMC Group) agreement. Legal counsel and staff concur with the revisions and believe we have an improved agreement which will be of benefit during the project construction period.

Additionally, we are proposing a Joint Use of Facilities between Riverside Community College District and Alvord Unified School District, which provides that the Parties shall assume joint responsibility for operations of the Learning Center (Center for Primary Education).

Recommendation: It is recommended that the Board of Trustees approve the attached Agreement Regarding Joint Contract Administration and authorize the Vice Chancellor, Administration and Finance to sign the agreement. It is also recommended that the Board of Trustees approve the Agreement for Joint Use of Facilities and authorize the Chancellor to sign the agreement.

  
Salvatore G. Rotella  
Chancellor

Prepared by: James L. Buysse  
Vice Chancellor  
Administration and Finance

## AGREEMENT FOR JOINT USE OF FACILITIES

This Agreement for Joint Use of Facilities (“Agreement”) is made effective as of April 20, 2006 (“Effective Date”) by and between the Alvord Unified School District (“Alvord”), a public school district organized and existing pursuant to California law, and the Riverside Community College District (“RCC”), a public community college organized and existing pursuant to California law (“RCC”). Alvord and RCC may hereinafter be referred to individually as “Party” and collectively as “Parties.”

### RECITALS

A. The Parties presently are cooperating with regard to planning, design, funding, construction and future operation of educational facilities (“Learning Center”) to be located at the intersection of Ambs Drive and Raley Drive in the City of Riverside (“City”), State of California (“State”). Alvord owns a 13-acre parcel at that location on which Alvord is constructing school facilities for grade levels Kindergarten through 5<sup>th</sup> grade (“K-5”), together with certain pre-school and teacher education facilities. RCC owns a 3-acre parcel adjacent to and contiguous with Alvord’s 13-acre parcel, upon which RCC is constructing additional similar educational facilities. Each Party desires to use the other Party’s facilities at the Learning Center jointly with such other Party. Therefore, as provided in that certain agreement dated April 6, 2006 and entitled “Agreement Regarding Joint Contract Administration,” the Parties have agreed to consider the construction to occur on their respective parcels as a single, unified project and to contribute funding for construction of the Learning Center. The Parties agree that they shall assume joint responsibility for operations of the Learning Center as provided herein.

B. In accordance with Education Code Section 17077.40 et seq., which is part of the Leroy F. Greene School Facilities Act of 1998, as amended (“School Facilities Program” or “SFP”) and regulations of the State Allocation Board (“SAB”) implementing such provisions set forth in Section 1859.120 et seq. of Title 2 of the California Code of Regulations (“SAB Regulations”), Alvord is seeking funding from the State for a portion of the costs of the facilities at the Learning Center that will be jointly used by the Parties (“Joint Use Funding”). Alvord is seeking the Joint Use Funding on the basis of the costs of excess square footage and the collaborative effort of the Parties in connection with teacher-education programs to be conducted at the Learning Center. The facilities to be jointly used and for which Alvord is seeking Joint Use Funding include classroom, teacher education, library, and multi-purpose-room facilities (collectively, “Joint Use Facilities”). Thus, the Parties intend that this Agreement shall satisfy all requirements applicable to allocation by the SAB of “Type I Joint Use” funds from the State.

C. The Parties acknowledge that they previously have entered into written understandings and agreements providing for construction, use, and operation by the Parties of the facilities to be constructed at the Learning Center. Such prior agreements include, without limitation, the Facilities and Ground Lease for 3-Acre Parcel ("3-Acre Lease") and Facilities and Ground Lease for 13-Acre Parcel ("13-Acre Lease"), both dated March 2, 2006. The Parties intend and agree that this Agreement includes and incorporates all provisions of the 3-Acre Lease and the 13-Acre Lease, but this Agreement does not supersede the 3-Acre Lease and/or the 13-Acre Lease. The Parties further acknowledge that they intend to enter into one or more additional written agreements, to provide for construction, use, and operation by the Parties of the facilities to be constructed at the Learning Center. The Parties further acknowledge that any such future agreement may modify the terms of this Agreement with respect to the Joint Use Facilities.

D. In entering into this Agreement, each Party has determined that use of the Joint Use Facilities as described herein, on the terms and conditions as set forth herein will be of benefit to such Party, its students, and the public generally.

Now, therefore, in consideration of the foregoing and of the rights and obligations of the Parties set forth herein, Alvord and RCC agree as follows:

## ARTICLE I JOINT USE OF FACILITIES

Section 1.1 Scope of Use. The Parties intend that the facilities, services, programs, and activities conducted, offered, or sponsored by RCC at the Learning Center shall be complementary and coordinated with the K-5 elementary facilities, services, programs and activities conducted, offered, or sponsored by Alvord, and vice versa. Therefore, RCC may at any time use the Joint Use Facilities to be constructed on the 13-acre parcel owned by Alvord, including, without limitation, for its teacher-education programs, provided that RCC may in no circumstances unreasonably disrupt or interfere with Alvord services, programs, or activities. Likewise, Alvord may at any time use the Joint Use Facilities to be constructed on the 3-acre parcel owned by RCC, including, without limitation, for its K-5 educational programs, provided that Alvord may in no circumstances unreasonably disrupt or interfere with RCC services, programs, and activities. In order to avoid potential conflicts, the Parties may agree to develop a written schedule of the regular services, programs, and activities to be conducted, offered, or sponsored by the Parties at the Learning Center.

Section 1.2 Services, Programs, and Activities. Each Party shall be responsible for staffing, coordinating, and scheduling all of the services, programs, and activities that it conducts, offers, or sponsors in the Joint Use Facilities, as well as for all direct costs thereof. Each Party shall ensure that all such services, programs, and activities are appropriately and safely conducted and supervised, and shall provide all personnel necessary for the direction or supervision of all such services, programs, and activities. Each Party shall be responsible for the safety and security of its employees, volunteers, guests and invitees during any use thereby of the Joint Use Facilities, as well as any staff of the other Party on the premises as a result of such use. Each Party, at its own cost and expense, shall be responsible for providing the equipment and supplies necessary for all services, programs, and activities that such Party conducts, offers, or sponsors pursuant to this Agreement.

Section 1.3 Standards of Behavior and Safety. Any and all employees, volunteers, guests and invitees of both Alvord and RCC present at or on any portion of the Learning Center shall comply with all reasonable directions and policies of Alvord (including, without limitation, policies, if any, establishing standards of behavior for persons on or at the Learning Center and policies, if any, related to the health, safety and welfare of the students attending the Learning Center). If determined by Alvord that any staff, volunteers or other personnel of either Party may have unsupervised or otherwise more than "limited" contact with minor-aged pupils, all such persons, unless subject to equivalent provisions of law as reasonably determined by Alvord, shall comply with the requirements of Education Code Section 45125.1, regardless of whether such requirements are otherwise applicable by their terms. In such event, either Alvord or RCC, as applicable, shall ensure that such persons comply with all California Department of Justice ("DOJ") guidelines and requirements with respect to fingerprinting of employees, consultants, or others who may have more than limited contact with Alvord students. Nothing in this Agreement shall be deemed or construed as prohibiting the Parties from promulgating, adopting, or modifying any standards of behavior applicable to facilities and grounds at the Learning Center; provided that, at all times, standards of behavior shall be subject to all applicable provisions of law, now in effect or hereafter enacted.

Section 1.4 Parking. RCC shall at no time suffer or permit its employees, volunteers, guests, or invitees to use staff or other restricted parking areas at the Learning Center that are reserved for Alvord. Likewise, Alvord shall at no time suffer or permit its employees, volunteers, guests, or invitees to use staff or other restricted parking areas at the Learning Center that are reserved for RCC. The Parties shall coordinate parking for any special or large events held in or at the Learning Center. With the exception of maintenance vehicles the presence of which is then-required, at no time may any person park a motor vehicle, including, without limitation, any two-wheel motor vehicle, on the Learning Center grounds in other than designated parking spaces, such prohibition including, without limitation, all turf and athletic field areas, and all asphalt play-courts, sidewalks, and other paved surfaces.

Section 1.5 Use by Other Parties. The Parties shall coordinate the use of Learning Center facilities by private organizations and/or public agencies, in accordance with the Civic Center Act (Education Code Section 38130 et seq.) or otherwise, and shall ensure that any such use is not in conflict with the rights of the Parties pursuant to this Agreement.

## ARTICLE II ALLOCATION OF COSTS

Section 2.1 Operating, Maintenance and Repair Costs. Alvord shall be responsible for the physical operation, maintenance, and repair of the Learning Center, including, without limitation, payment of all operating costs. Such operating costs shall include, without limitation, all costs of electricity, water, natural gas, and other utilities, as well as costs of custodial and repair services. Alvord shall operate, maintain and repair the Learning Center facilities and grounds in a manner consistent with operation, maintenance and repair of other Alvord facilities and, to the extent of reasonable requirements provided in writing by RCC and agreed by the Parties, with other RCC facilities, and in keeping with reasonable practices for public property. Alvord shall attempt to schedule necessary repairs at a mutually convenient time unless they are to be performed on an emergency basis. RCC shall notify Alvord in writing if RCC desires that Alvord address any particular operating, maintenance or repair matter. Either quarterly or at such other times as agreed by the Parties, Alvord shall provide invoices to RCC for its share of the costs to operate, maintain, and repair the Learning Center based on an allocation model to be negotiated by the Parties. RCC shall not unreasonably refuse to pay any such invoice, and shall pay the reasonably undisputed portion of each such invoice within 30 days of receipt from Alvord.

### Section 2.2 Damage Repair Costs.

(a) Notwithstanding any other provision of this Agreement, RCC shall be responsible for the costs to repair any and all damage to the Learning Center or its grounds caused by or resulting from the act(s) of any employee, volunteer, guest or invitee of RCC during a RCC sponsored event or activity or who is otherwise present on such property pursuant RCC's rights under this Agreement or otherwise. RCC shall immediately report any and all such damage to Alvord, and Alvord shall notify RCC of any damage within the scope of this Subsection of which Alvord becomes aware. Except in the event of an emergency, the Parties shall confer and agree as to the cause of any damage and estimated cost to repair such damage prior to undertaking any repairs for which Alvord anticipates reimbursement from RCC. With respect to repairs to Alvord property, Alvord shall perform such repairs as determined by Alvord in its reasonable discretion and, with respect to repairs to RCC property, Alvord shall perform such repairs as determined by the Parties, and shall provide invoice(s) to RCC for its share of the cost thereof. RCC shall not unreasonably refuse to pay any such invoice, and shall pay the reasonably undisputed portion of each such invoice within 30 days of receipt from Alvord.

(b) Notwithstanding any other provision of this Agreement, Alvord shall be responsible for the costs to repair of any and all damage to the Learning Center or its grounds caused by or resulting from the act(s) of any employee, volunteer, guest, or invitee of Alvord during an Alvord sponsored event or activity or who is otherwise present on such property pursuant to Alvord's rights under this Agreement or otherwise. RCC shall notify Alvord of any damage within the scope of this Subsection of which RCC becomes aware. Alvord shall perform such repairs at its cost and as determined by Alvord in its reasonable discretion.

Section 2.3 Initial Capital Costs. Alvord shall be responsible for making all applications to the SAB and OPSC as necessary for purposes of obtaining Joint Use Funding. In accordance with Education Code Section 17077.42 and pursuant to separate agreement between the Parties, RCC, in providing funding during the course of construction, shall have contributed an amount toward construction of the Joint Use Facilities that is at least 25% of the total cost thereof. Alvord shall contribute the balance of the local "matching" funds required for the construction of the Joint Use Facilities.

Section 2.4 Capital Improvements Costs. Subject to the terms of this Section, Alvord shall be responsible for the performance of any capital improvements or replacements to the Learning Center. For purposes of this Agreement, capital improvements, or replacements are defined as any addition, reconstruction, renovation, or replacement (other than normal repair and maintenance) of (i) building structural members, (ii) roof or roofing materials, (iii) HVAC, electrical, plumbing or other utility systems, or (iv) other improvements normally deemed to be "capital" facilities. Except in the event of an emergency, the Parties shall confer regarding the extent, nature, and estimated or projected costs of necessary capital improvements and/or replacements, and shall agree in advance as to the necessity, overall cost, and amount or proportion of each Party's financial contribution toward the cost of capital improvements and/or replacements, prior to undertaking any such capital improvements and/or replacements for which Alvord anticipates reimbursement from RCC. Alvord shall provide invoices to RCC for its share of capital improvements and/or replacements. RCC shall not unreasonably refuse to pay any such invoice, and shall pay the reasonably undisputed portion of each such invoice within 30 days of receipt from Alvord.

### ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.1 Agreement Term. Unless earlier terminated by the Parties, this Agreement shall remain in effect for forty years after the Effective Date. Notwithstanding the foregoing, this Agreement shall automatically terminate upon expiration or early termination of the 3-Acre Lease and the 13-Acre Lease.

Section 3.2 Policies and Rules. Nothing in this Agreement shall be deemed or construed to limit, in any manner, the discretion of Alvord's Board of Education in establishing, modifying, implementing, and/or enforcing any educational, operational or other policy, rule, procedure or requirement applicable to Alvord's schools, students or personnel generally, or to the Learning Center specifically, including, without limitation, policies regarding use of Alvord property. Likewise, nothing in this Agreement shall be deemed or construed to limit, in any manner, the discretion of RCC's Board of Trustees in establishing, modifying, implementing, and/or enforcing any educational, operational or other policy, rule, procedure or requirement applicable to RCC's schools, students or personnel generally, or to the Learning Center specifically.

Section 3.3 Ownership of Property. Nothing in this Agreement shall be deemed or construed to affect Alvord's fee title to the 13-acre parcel or the facilities to be constructed thereon, or to affect RCC's fee title to the 3-acre parcel or the facilities to be constructed thereon.

Section 3.4 Encumbrances. RCC shall not by lien, pledge, assignment, or any other means encumber, or permit the encumbrance of, any portion of the 13-acre parcel owned by Alvord, and RCC shall pay the costs incurred by Alvord in removing or clearing any encumbrance attributable to RCC's failure to comply with this Section, including, without limitation, any attorneys' fees and expenses. Likewise, Alvord shall not by lien, pledge, assignment, or any other means encumber, or permit the encumbrance of, any portion of the 3-acre parcel owned by RCC, and Alvord shall pay the costs incurred by RCC in removing or clearing any encumbrance attributable to Alvord's failure to comply with this Section, including, without limitation, any attorneys' fees and expenses.

Section 3.5 Amendments. This Agreement may be modified or amended only by means of a writing duly approved and executed by both Parties.

Section 3.6 Incorporation of Recitals. All Recitals set forth above herein are hereby incorporated as effective and operative provisions of this Agreement.

Section 3.7 Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision herein. The captions or headings set forth in this Agreement are for convenience only and in no way define or limit the scope or intent of any Articles, Sections, Subsections or other provisions of this Agreement. Any reference in this Agreement to an Article, Section, or Subsection, unless specified otherwise, shall be a reference to an Article, Section, or Subsection of this Agreement. Where required by context in this Agreement, any reference in the singular sense shall include the plural, and any reference in the plural sense shall include the singular.

Section 3.8 Assignment and Delegation. Neither Party shall assign any right or delegate any duty or obligation set forth in this Agreement without the written consent of the other Party, except as provided by law with respect to public agency successors.



Section 3.9 No Other Representations. Each Party acknowledges that neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever express or implied, not contained herein to induce the execution of this Agreement, and that this Agreement has not been executed in reliance on any promise, representation, or warranty not contained herein.

Section 3.10 Waiver. Failure by a Party to enforce any term, condition, restriction, or provision herein, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction or provision.

Section 3.11 Severability. If any Article, Section, Subsection, provision, paragraph, sentence, clause or phrase contained in this Agreement is held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining Articles, Sections, Subsections, provisions, paragraphs, sentences, clauses and phrases contained herein shall not be affected thereby.

Section 3.12 Compliance with Law. In connection with any use of the Joint Use Facilities, each Party, at its own cost and expense, shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, either now in effect or that may be promulgated or enacted. Neither Party shall suffer or permit any use of the Joint Use Facilities constructed on the other Party's property that violates any applicable law, ordinance, rule, regulation or other requirement of any governmental agency with jurisdiction over the Learning Center or the use thereof by one or both of the Parties.

Section 3.13 Governing Law and Venue. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State. Any arbitration, mediation, litigation or other proceeding arising out of this Agreement shall be initiated and conducted in the County of Riverside, unless a court of competent jurisdiction determines that the interests of justice require a change of venue to a different county within the State.

Section 3.14 Counterparts. This Agreement may be signed in one or more counterparts, which, taken together, shall constitute one original document.

(The remainder of this page intentionally left blank.)

Section 3.15 Due Authority. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party, which he or she represents to enter into this Agreement on behalf of that Party.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as follows:

Alvord Unified School District

Riverside Community College District

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

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

Wendel W. Tucker, Ph.D., Assistant  
Superintendent, Operational Support  
Services

Dr. Salvatore G. Rotella, Chancellor

Approved as to Form:  
Bowie, Arneson, Wiles & Giannone

Approved as to Form:  
Clayson, Mann, Yaeger & Hansen

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

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

Brian W. Smith, Attorneys for the  
Alvord Unified School District

David R. Saunders, Attorneys for the  
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-2

Date: April 18, 2006

Subject: Proposed Agreement to Hire KCT Consultants, Inc.

Background: Attached for the Board's review and consideration is an agreement between KCT Consultants, Inc., and Riverside Community College District.

Staff proposes to hire KCT Consultants, Inc., to provide a (NEPA) National Environmental Policy Act, Impact Report in order for earmarked funds for the Nursing/Sciences Building to be released by Housing and Urban Development (HUD). Services would include providing the NEPA Impact Report and coordinating meeting(s) with HUD.

The contract term would be from April 19, 2006, to December 31, 2006, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement would be \$31,290, including reimbursable expenses. It is proposed that funding for this effort be derived from Measure C as a part of the planning and working drawings budget. This budget will be presented to the Board at a later date.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with KCT Consultants, Inc. and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN KCT CONSULTANTS, INC.  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 19<sup>th</sup> day of April, 2006, by and between KCT CONSULTANTS, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will be conducted at Consultant's Office.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from April 19, 2006, to December 31, 2006, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$31,290 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged 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.
7. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury,

including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant'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."

8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

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Consultant

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James L. Buysse  
Vice Chancellor  
Administration and Finance

## **Exhibit I**

### **Scope of Services**

**Task 1: CEQA / NEPA Documentation and Processing-Air Quality Technical Study:** As a result of the ongoing Nursing/Sciences Building Environmental Assessment for compliance with CEQA, and as documentation for the NEPA Environmental Review Record, an air quality analysis for the new facility will be required. KCT will subcontract with LSA Associates, Inc for completion of an air quality analysis consistent with RCCD, South Coast Air Quality Management District and City of Riverside requirements.

The air quality analysis will address:

- Baseline Air Quality Conditions
- Short-Term (Construction) Emissions
- Long-Term (Operational) Mobile and Stationary Source Emission
- Long-Term (Operational) Co Hot Spot Impact Analysis
- Identification of Mitigation Measures

**Task 2: CEQA / NEPA Documentation and Processing –Traffic Technical Study:** As a result of the ongoing Nursing/Sciences Building Environmental Assessment for compliance with CEQA, and as documentation for the NEPA Environmental Review Record, an updated Traffic study for the new facility and relationship with the Parking structure will be required. KCT will subcontract with LSA Associates, Inc for completion of a traffic study consistent with RCCD, and City of Riverside requirements.

#### **Task 3: NEPA Environmental Review Process**

Pursuant to Federal Law (24 CFR 58.36) all projects seeking Housing & Urban Development (HUD) funding are subject to Environmental Review requirements. These requirements include preparation, submittal and processing of environmental documents with the Los Angeles field office of HUD. The HUD requirements include:

- Environmental Assessment for HUD-funded Proposals
- Project Description
- Existing Conditions and Trends of Project area
- Statutory Checklist Determination and Compliance determination
- Summary of Findings and Conclusions
- Identification of Mitigation Measures
- Inclusion of verifiable source documents
- Public Notices
- Preparation of Finding of No Significant Impact (FONSI)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-3

Date: April 18, 2006

Subject: Proposed Agreement: ProWest Constructors – Construction Management for the Center for Primary Education Project

Background: Attached for the Board's review and consideration is an agreement between ProWest Constructors and the Riverside Community College District. Staff is proposing to hire ProWest Constructors on an interim basis for three months to oversee the beginning stages of construction for the Center for Primary Education Project. Staff is in the process of reviewing requests for qualifications (RFQs) from construction management firms and conducting interviews and will have a final selection that will be presented to the Board in June, 2006.

The term of the attached agreement would be from April 19, 2006 to June 30, 2006, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance, or his designee without further written amendment to this agreement. Payment in consideration of this agreement will be at an hourly rate of \$165 per hour, with a total not to exceed \$17,500 including reimbursables.

The funding source would be from the Measure C budget for this project.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement between Riverside Community College District and ProWest Constructors in the amount of \$17,500 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

## **AGREEMENT BETWEEN PROWEST CONSTRUCTORS AND RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 19<sup>th</sup> day of April, 2006, by and between PROWEST CONSTRUCTORS, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will be conducted at the construction site address 4501 Amb Drive Riverside California 92505 and Consultant's Office.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from April 19, 2006, to the estimated completion date of June 30, 2006, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall be at an hourly rate of \$165 per hour, with a total not to exceed \$17,500.00 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged 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.



7. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant'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."
  
8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

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Consultant

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James L. Buysse  
Vice Chancellor  
Administration and Finance

## Exhibit I

### Center for Primary Education Project

ProWest Constructors

#### Scope of Services:

Provide project management services to include the following:

- Oversight of entire project (RCC & ASD).
- Assist in the expedition of RFI's and Submittals which affect the critical path.
- Interface with Architect, Contractor and School District as required.
- Assess and comment on GC's project schedule.
- Review GC's schedules of value for percentages when submitted for monthly payment. This review to take place at bi-weekly meetings.
- Review and comment on meeting minutes.
- Walk project every two weeks to assess project schedule.
- Provide 1 page executive report of project status to RCC every two weeks.
- Monitor RCC project budget as required.
- Take photos every 2 weeks and submit to Owner with executive report.
- Locating, assimilating, investigating and reviewing existing project data in order to become familiar with the project.
- Review and assess submitted general contractor change orders on the project.
- Assist Riverside Community College in management of consultants and general contractor to ensure the schedule and project budget are met.
- Conduct procurement reviews with general contractor to ensure timely delivery of required materials and equipment.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-4

Date: April 18, 2006

Subject: Amendment of Agreement – KCT Consultants, Inc.

Background: Attached for the Board's review and consideration is an amendment of an existing agreement between KCT Consultants, Inc., and Riverside Community College District.

Staff proposes an amendment to an existing agreement that was approved by the Board of Trustees at the August 23, 2005 meeting that provided engineering services for CEQA processing for the School for Performing and Media Arts project. Additional engineering services were required and have been completed because the City of Riverside asked for an expanded scope of environmental assessment. KCT Consultants, Inc. increased scope of work included environmental studies; coordination and processing of additional Cultural Resources/Historic and Structural Evaluation; added study to revise CEQA documents with updated parking, traffic, archaeological, paleontological, historical building analysis; and additional meetings with RCCD on CEQA documentation regarding demolition of historical buildings. The contract would be extended through April 19, 2006. Payment in consideration of this amended agreement would be \$42,808.45 including reimbursable expenses.

The funding source has already been established using School for Performing and Media Arts Project funds in Resource 4130.

Recommended Action: It is recommended that the Board of Trustees approve the attached amendment to the agreement with KCT Consultants, Inc. and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN KCT CONSULTANTS, INC.  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AMENDED AGREEMENT is made and entered into on the 19th day of April, 2006, by and between KCT CONSULTANTS, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's Office.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction
4. The term of this amended agreement shall be extended to April 19, 2006, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this amended agreement shall not exceed \$42,808.45 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged 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.

7. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this amended agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000."
8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

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Consultant

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James L. Buysse  
Vice Chancellor  
Administration and Finance

## **Exhibit I**

### **KCT Consultants**

#### **Project: School for Performing and Media Arts**

Additional Service from 5/05 to 4/19/06

#### **Scope of Services:**

##### **Additional costs for Cultural Resources/Historical structure evaluation work**

- Request proposals for additional historical building evaluations/coordination with subconsultants
- Work with City historian for additions to the CRM Tech building evaluation
- Work with City historian for archaeological/paleontological requirements
- Authorization letter for Heiting building physical inspection
- Coordinate Heiting building site visit for historical and historical architect evaluation
- Meeting with City historian and Historical consultants for proposed mitigation and CEQA findings
- Work with Riverside City College District, City historian and subconsultant for Younglove structure mitigation
- Work with Best, Best & Krieger and historical subconsultant for CEQA Findings of Significance

##### **Additional Costs for Revising CEQA documents with updated parking, traffic, archaeological, paleontological, historical building**

- Revise Initial study for cultural resources and traffic
- Revise Project descriptions for cultural and historical buildings
- Revise Environmental evaluation for updated parking, traffic, archaeological, paleontological, historical building studies

##### **Additional Costs meetings with Riverside Community College District on revision of current School for Performing and Media Arts CEQA Documents regarding demolition of historical buildings**

- Several meetings with Riverside Community College District staff to go through changes to current approved School for Performing and Media Arts documentation

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-5

Date: April 18, 2006

Subject: Amendment to Agreement with KCT Consultants, Inc. – Parking Structure Project

Background: On June 16, 2004, staff received approval to hire KCT Consultants to help plan and develop the Parking Structure Project. On August 23, 2005, staff received approval to modify KCT's contract to conduct CEQA processing; prepare retaining wall design; develop a plan package, including specifications; traffic signal modification plans for Magnolia Avenue and Terracina; and plans for the Ceramics Building driveway; and provide second practice field coordination.

At this point, staff proposes to amend the agreement with KCT for continued work beyond the scope of the original approvals due to requirements by the Department of State Architects (DSA), the City of Riverside and the District. Continuation of KCT Consultant's work has included or will include engineering specifications for a median down Magnolia Avenue; relocation of utility lines, including Information Technology; and upgrading the fire hydrant system.

We are requesting to amend the KCT Consultants, Inc. contract for an additional amount of \$110,000 including reimbursable expenses for the services referenced above. The contract term would be extended to January 31, 2007, with the provision that this date may be further extended at the discretion of the Vice Chancellor, Administration and Finance or his designee.

The funding source has already been established using Measure C monies in Resource 4160.

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the agreement with KCT Consultants, Inc. and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN KCT CONSULTANTS, INC.  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AMENDED AGREEMENT is made and entered into on the 19<sup>TH</sup> day of April, 2006, by and between KCT CONSULTANTS, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Consultant will engineer specifications for a median down Magnolia Avenue, the relocation of utility lines, including Information Technology and upgrading the fire hydrant system. Due to the request of the City of Riverside, Consultant has also developed and executed the Magnolia vacation and has provided the services identified in Exhibit I (attached).
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s).
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this amended agreement shall be extended through January 31, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this amended agreement shall not exceed \$110,000 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions



based upon such alleged 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.

7. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this amended agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

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Consultant

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James L. Buysse  
Vice Chancellor  
Administration and Finance

## Exhibit I

1. Additional field survey work was needed due to the modification to existing stonewall, corner of Magnolia and Terracina.
2. Preparation of separate grading plans for the sports field.
3. Preparation of separate construction documents for the Parking Structure Periphery work.
4. Additional field survey work was needed due to the modification to the Ceramics Building access road.
5. Revisions to the completed Periphery Plans for Ceramics Building access road, as well as several revisions required due to discoveries during the rough grading of the parking structure.
6. Preparation of separate construction documents for inclusion in the DSA Parking Structure submittal package (separate from the Non-DSA Periphery Project plans)
7. Revise DSA civil plans due to altered drainage patterns with stacked wall design vs. free span bridge originally planned for to connection to Magnolia Ave. (Required by the City of Riverside).
8. Preparation of plan and profile drawings for the access drive to Magnolia to be provided to the stacked wall design build contractor.
9. Preparing as-built plans for the parking structure retaining wall and graded slopes for the parking structure contractor including field survey.
10. Office and field engineering to re-grade the practice football field and provide additional drainage.
11. Office engineering and field survey work to provide alternatives design due to the storm drain line from Magnolia Ave being constructed the in wrong location.
12. Office engineering and field survey work to provide alternative designs for the modification of existing City of Riverside sewer manholes within the football field.
13. Office engineering and field survey work to provide design and plans for the racquetball courts
14. Office designed and provided fire protection plan for a sprinklered parking structure.
15. On call field support and attendance of team construction meetings. Averaging 4 –5 hours per week.

MINUTES OF THE BOARD OF TRUSTEES  
ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE  
MARCH 14, 2006

Ms. Slocum called the committee to order at 5:01 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 5:06 p.m.)  
Ms. Grace Slocum, Vice Chairperson  
Mr. Mark Takano, Board President  
Dr. Salvatore G. Rotella, Chancellor  
Dr. Linda Lacy, Vice Chancellor, Student Services/Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, Provost, Norco Campus  
Dr. Richard Tworek, Provost, Moreno Valley Campus  
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor  
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)  
Dr. Richard Mahon, Academic Senate Representative (Riverside) (arrived at 5:15 p.m.)  
Ms. Ginny Haguewood, CSEA Representative  
Mr. Kim Tran, Student Trustee/ASRCC Representative  
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs  
and Institutional Advancement  
Ms. Sandy Baker, Dean/Director, Nursing Education  
Dr. John Tillquist, Dean, Business, Information Systems and  
Economic Development  
Ms. Debbie Whitaker-Meneses, Associate Dean, Early Childhood Education  
Ms. Jan Schall, Associate Professor, Sociology

STUDENT SERVICES

Dr. Lacy reviewed the agreements that will be presented to the Board of Trustees for approval on March 21<sup>st</sup> for discounted prices on physician/nurse practitioner ordered lab tests for students attending RCCD, providing a significant savings for the students. Discussion followed.

Agreements with Council of  
Community Clinics Service  
Corporation and Unilab

Dr. Lacy led the review of the revised regulations that will be presented to the Board for first reading at the March 21<sup>st</sup> meeting. Discussion followed with several suggested revisions.

Revised Regulations for Use  
of Facilities – Policy and  
Regulations 8005 – First  
Reading

## ECONOMIC DEVELOPMENT

Dr. Tillquist reviewed agreements to provide a business plan for Magnaphone of Redlands, a small business subcontracting with Raytheon; training related to project management; training for Production Maintenance Skills Phase II; training services in the areas of harassment, management, lead training, ETP management and lead combination training; and to 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. Dr. Tillquist was asked to check on a possible conflict-of-interest with report V-A-2-c and clarification that the RCC employee will be performing these services on his own time. Discussion followed.

Agreements with Raytheon, Sierracin/Sylmar Corporation, Goodrich Aerostructures, The Timberland Co., and Subcontract with California State University Fullerton Auxiliary Services Corporation

## NURSING

Ms. Baker led the committee review of the affiliation agreements that will be presented to the Board for approval at the Board meeting on March 21<sup>st</sup>. Discussion followed.

Affiliation Agreement Renewals, First Amendment to the Educational Agreement with UHS Corona Inc., Affiliation Agreement Renewal with Loma Linda University Medical Center, and Affiliation Agreement Renewal with Community Hospital of San Bernardino

## SCHOOL OF EDUCATION

Ms. Whitaker-Meneses led the committee review of the contract that will also be presented to the Board for approval on the 21<sup>st</sup> that 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. Discussion followed.

Agreement with Riverside County Community Health Agency

## PERFORMING ARTS

Dr. Maghroori indicated that the Board would be presented with agreements to provide royalty, rental and security fees for the license of a non-equity production of "Grease;" as well as the musical director, and costume designer of that production; services as the guest adjudicator for the RCC Show Choir Festival; services as the sound engineer, guest bass player and guest adjudicator for the RCC Vocal Jazz Festival; with DEG agreeing to a one-time exchange of listed instruments to be completed in 2006, a two-time exchange of listed instruments to be completed in 2007, and again in 2009, as well as the RCC Marching Tigers agreeing to test the performance prototype products and assist the company in the development, enhancement and promotion of products. These agreements will be presented to the Board of Trustees for approval at the March 21<sup>st</sup> meeting. Discussion followed.

Agreements with Samuel French, Inc., for the Summer Conservatory Production of "Grease," Kyle Bruich, the Vocal Jazz Festival and DEG Music Products, Inc.

## MORENO VALLEY

Dr. Maghroori explained that a renewal affiliation agreement providing a venue for training physician assistant students will be presented to the Board on the 21<sup>st</sup> of March for approval. Discussion followed.

Affiliation Agreement with D. V. Urgent Care

## INTERNATIONAL EDUCATION

Ms. Schall led the committee review of the agreements to provide services for the summer session study abroad programs in Sicily, Italy from June 19-July 3, 2006, in Prague, Czech Republic, Cesky Krumlov, Czech Republic, and Budapest, Hungary, from July 23-August 7, 2006, and for the fall semester program in Florence, Italy, September 7-November 29, 2006. These agreements will be presented to the Board for approval at the March 21<sup>st</sup> meeting. Discussion followed.

Agreements with Adventureland Safari LLC and Centers for Academic Programs Abroad Inc.

WORKFORCE PREPARATION

Dr. Maghroori led the discussion about the facility use agreement for in-service training workshops to fulfill the requirements of the Foster and Kinship Care Education Program that will also be presented to the Board for approval on the 21<sup>st</sup>.

Agreement with Riverside  
City and County Public  
Library

The committee adjourned the meeting at 5:35 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES  
PLANNING AND DEVELOPMENT COMMITTEE MEETING OF  
MARCH 14, 2006

Vice Chairperson Slocum called the committee to order at 6:00 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Ms. Grace Slocum, Chairperson  
Mr. Mark Takano, Board President  
Dr. Salvatore G. Rotella, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
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  
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley)  
Mr. Mark Carpenter, CTA Representative  
Mr. Hector Gonzalez, ASRCC Student Representative  
Ms. Ginny Haguewood, CSEA Representative  
Dr. Richard Mahon, Academic Senate Representative (Riverside)  
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs  
and Institutional Advancement  
Mr. Aan Tan, Associate Vice Chancellor, Facilities

Guests Present

Ms. Andrea Cohen Gehring, AIA, Design Principal,  
Widom Wein Cohen O'Leary Terasawa Architects  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Ms. Pam Touschner, AIA, Principal-in-Charge,  
Widom Wein Cohen O'Leary Terasawa Architects  
Mr. Dennis Tanida, AIA, Principal Project Manager,  
Widom Wein Cohen O'Leary Terasawa Architects  
Mr. Kim Tran, Student Trustee  
Ms. Gretchen Wahab, CID, Associate Director of Strategic Planning,  
Widom Wein Cohen O'Leary Terasawa Architects

Mr. Tan introduced the staff present from the WWCOT (Widom Win Cohen O'Leary Terasawa) Architect Firm, and Ms. Gehring presented the proposed concepts for the Moreno Valley Phase III Student Academic Services Facility Project. The Board will receive a request for approval of the agreement for architecture services and the request for funding with Measure C monies at the March 21<sup>st</sup> meeting. Discussion followed.

The Committee adjourned the meeting at 6:28 p.m.

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

ADJOURNMENT



MINUTES OF THE BOARD OF TRUSTEES  
FINANCE AND AUDIT COMMITTEE MEETING OF  
MARCH 14, 2006

Ms. Daley called the Finance and Audit Committee to order at 6:30 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. Mark Takano, Vice Chairperson  
Dr. Salvatore G. Rotella, Chancellor  
Dr. James Buysse, Vice Chancellor, Finance and Administration  
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  
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)  
Ms. Tamara Caponetto, CSEA Representative  
Dr. Richard Mahon, Academic Senate Representative (Riverside)  
Ms. Sheila Pisa, CTA Representative  
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Mr. Aaron Brown, Associate Vice Chancellor, Finance  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs  
and Institutional Advancement

Guests Present

Mr. Mark Farrell, Underwriter, Piper Jaffray  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Dr. Buysse indicated that an agreement will be brought to the Board for consideration at the March 21<sup>st</sup> Board meeting for Total Compensation Systems, Inc. to perform actuarial services to determine the District's liability regarding post-employment benefits. Mr. Brown explained that this is necessary for the District to be in compliance with the Government Accounting Standards Board's (GASB) requirements for public agencies. Discussion followed.

ACTUARIAL SERVICES FOR POST-  
EMPLOYMENT BENEFITS

Mr. Brown and Mr. Farrell led the committee review of the resolution that will be presented to the Board for consideration at the March 21<sup>st</sup> Board meeting. Discussion followed.

2006-2007 – TAX REVENUE  
ANTICIPATION NOTE (TRAN) –  
RESOLUTION NO. 19-05/06

The committee adjourned the meeting at 6:45 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: VIII-B

DATE: April 18, 2006

Subject: Resolution Recognizing the 10<sup>th</sup> Anniversary of the Friends of RCC  
Forensics - Resolution No. 36-05/06

Background: The Friends of RCC Forensics organization has provided support and service to Riverside Community College District's speech and forensics program for 10 years. During that time they have endowed a scholarship and, under the leadership of RCC Professor Emerita Dina Stallings, have expanded its activities throughout the community, sponsoring competitive assemblies, debate teams, tournaments and drama festivals.

Recommended Action: It is recommended that the Board of Trustees adopt the resolution congratulating the Friends of RCC Forensics and its founder, RCC Professor Emerita Dina Stallings, on the organization's 10<sup>th</sup> Year Anniversary.

Salvatore G. Rotella  
Chancellor

Prepared by: Virginia MacDonald  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 36-05/06

Recognition of the 10<sup>th</sup> Anniversary of the Friends of RCC Forensics

WHEREAS, the Friends of RCC Forensics organization has provided support and service to Riverside Community College District’s speech and forensics program for 10 years; and,

WHEREAS, during that time, the RCC Friends of Forensics endowed a scholarship to provide incentives and support for speech education programs and activities at RCC campuses and the six K-12 districts within its service area; and,

WHEREAS, under the leadership of RCC Professor Emerita Dina Stallings, the RCC Friends of Forensics expanded its activities throughout the community, sponsoring competitive assemblies, debate teams, tournaments, and drama festivals; and,

WHEREAS, the Friends of RCC Forensics continues to host noteworthy events to increase its endowed scholarship fund and provide individual scholarships to many deserving students, which enables those students to pursue their academic and career goals; and,

WHEREAS, the organization’s active and consistent support over the years has helped prepare many RCC forensics students to achieve notable success on the local, state, and national levels; and,

WHEREAS, Friends of RCC Forensics counts among its supporters a number of respected community, business, and public service leaders in Riverside County, and has ensured that this support makes a difference in the lives of our youth; and,

WHEREAS, Friends of RCC Forensics is committed to continuing to build a legacy of “excellence through communication skills” that is accessible to all youth in our richly diverse, multicultural community;

THEREFORE, be it resolved that the Riverside Community College District Board of Trustees officially congratulates the Friends of RCC Forensics and its founder, Professor Emerita Dina Stallings, on the organization’s 10<sup>th</sup> Year Anniversary.

Date: April 18, 2006

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