

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting – October 17, 2006 - 6:00 p.m.
Student Services 101 – Moreno Valley Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

Closed Session

- Pursuant to Government Code Section 54956.8, conference with real property negotiator Mr. Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, and Ms. Ruth W. Adams, Esq. regarding property located at 3902 University Avenue, Riverside.

Recommended Action: To Be Determined

I. Approval of Minutes – Regular meeting of September 12, 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. Update on Chancellor Search – Dr. Salvatore G. Rotella,
Chancellor, Riverside Community College District

- B. Collective Bargaining – RCC Association, CTA/NEA
- Recommend receiving and sunshining the 2007-2010 contract proposal, and scheduling a public hearing on the proposal at the next regular Board of Trustees meeting.

Recommended Action: Receive and Sunshine Contract Proposal, and Schedule a Public Hearing

- C. Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act – Proposed Board Policy 3515 – Second Reading
- Recommend approving the proposed policy.

Recommended Action: Request for Approval

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

- 1. Personnel
- Appointments and assignments of academic and classified employees.

- a. Academic Personnel

- 1. Appointments

- (a) Management
 - (b) Contract Faculty (none)
 - (c) Long-Term, Temporary Faculty (none)
 - (d) Special Assignments
 - (e) Overload Assignments (none)
 - (f) Part-Time Faculty, Hourly Assignments
 - (g) Child Development Center Hourly Employees

- 2. Salary Reclassifications

3. Salary Placement Adjustment
4. Separation
- b. Classified Personnel
 1. Appointments
 - (a) Management/Supervisory
 - (b) Management/Supervisory – Categorically Funded
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded (none)
 - (e) Professional Experts (none)
 - (f) Short Term
 - (g) Temporary as Needed Student Workers
 - (h) Community Education Program – 2006 Fall Semester
 - (i) Special Assignments
 2. Professional Growth Achievement Steps
 3. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
 4. Request to Adjust Effective Date
 5. Temporary Increase in Workload
 6. Separations
2. Purchase Order and Warrant Report
- Purchase orders and warrant reports issued by the Business Office.
3. Annuities

-Tax shelter annuities for employees, amendments and terminations.

4. Budget Adjustments

a. Approval – Budget Adjustments

- Request approval of various budget transfers between major object codes as requested by administrative personnel.

b. Resolutions to Amend Budget

1. Resolution to Amend Budget – Resolution No. 4-06/07 – Spanish Language Immersion Program/Riverside County Emancipation Services Program/Child Development Center Program
- Recommend adopting a resolution to add income and expenditures to the adopted budget.

2. Resolution to Amend Budget – Resolution No. 3-06/07 2006-2007 General Obligation Bond Funded Capital Outlay Projects – Utility Retrofit Improvement, CCC/IOU Incentive Funds
- Recommend adopting a resolution to add income and expenditures to the adopted budget.

3. Resolution to Amend Budget – Resolution No. 5-06/07 2006-2007 Title V Hispanic Serving Institution Cooperative Program
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.

c. Contingency Budget Adjustments

- Request approval of contingency budget transfers as presented.

5. Bid Awards

a. Award of Bid – Remodel ECS Modular Building, Moreno Valley Campus

- Recommend awarding a bid for the remodel of the ECS Modular building on the Moreno Valley Campus.

6. Donations

- Recommend accepting the listed donated items.

7. Out-of-State Travel
 - Recommend approving out-of-state travel requests

8. Grants, Contracts and Agreements
 - a. Agreement with Riverside County Superintendent of Schools
 - Recommend ratifying the agreement to provide RCCD grounds keeping support services at the Head Start site on the Norco Campus.

 - b. Contract with the Chancellor of the California Community Colleges – Chancellor’s Office Tax Offset Program (COTOP)
 - Recommend approving a contract for participation in the Chancellor’s Office Tax Offset Program (COTOP).

 - c. Contract with California Community Colleges Registry Job Fair
 - Recommend approving the contract to attend, exhibit, and advertise District faculty and management positions.

 - d. Agreement with Carlos Rivera
 - Recommend approving the agreement to provide services as the bass player for the Off-Broadway Series production of “Assassins.”

 - e. Agreement with RCC Marching Band Field Show
 - Recommend approving the agreements to provide written musical parts and direction for the RCC Marching Band 2006 Field Show.

 - f. Agreement with Ernesto Bitetti
 - Recommend approving the agreement to provide services as the guest artist for the LIVE-ON-CAMPUS Concert Series.

 - g. Agreement with Linda Krinke
 - Recommend ratifying the agreement to provide costume designer services for the Performance Riverside production of “Dreamgirls.”

 - h. Agreements for the Performance Riverside Production of “Man of LaMancha”
 - Recommend approving the agreements to provide director/conductor services for this production.

- i. Agreement with Candlelight Pavilion
 - Recommend approving the agreement to provide costumes, wigs and scenery services for the Performance Riverside production of “Dreamgirls.”
- j. Agreements for the Riverside School for the Arts “Poetry at RCC”
 - Recommend approving the agreements for various classroom visits and poetry readings.
- k. Agreements with City of Corona
 - Recommend approving the agreements to provide training and team facilitation for two City of Corona programs.
- l. Agreement with Apple Computer, Inc.
 - Recommend approving the agreement to allow District instructors to become participants in the iTunes U website.
- m. Agreement with Elizabeth Retamozo, La Vista Solutions, L.L.C.
 - Recommend ratifying the agreement to provide proposal development services related to the Upward Bound Math and Science Program for Riverside City College.
- n. Additional Work Performed by Geographics on the New District Website
 - Recommend approving an extension of an existing agreement for additional work on the new District website.
- o. Agreement with City of Moreno Valley
 - Recommend approving the agreement to provide a facility for a conference hosted by the Title V program.
- p. Agreement with Elizabeth Retamozo, La Vista Solutions, L.L.C.
 - Recommend ratifying the agreement to provide proposal development services related to the Upward Bound Math and Science Program at the Norco Campus.
- q. Agreement with Monique Henderson – Freelance Editor/Writer
 - Recommend approving the agreement to provide services related to the creation and editing of web based content.
- r. Agreement with Konica Minolta

- Recommend approving the agreement to lease a digital color copier.
- s. Agreement with St. Augustine Storage
 - Recommend approving the agreement to provide off-site storage space for the Trio programs at the Norco Campus.
- t. Agreement - Construction Program Management Services
 - Recommend approving an agreement to provide construction management services.

Recommended Action: Request for Approval / Ratification

9. Other Items

- a. Surplus Property
 - Recommend declaring listed property as surplus, finding the property does not exceed \$5,000 and authorizing the property be consigned to be sold on behalf of the District.
- b. Notice of Completion – Lovekin Field Shade Structure Project
 - Recommend accepting the Lovekin Field Shade Structure Project as complete, approving the execution of the Notice of Completion and authorizing the signing of the notice.

Recommended Action: Request for Approval

B. Information (None)

VI. Board Committee Reports

A. Academic Affairs and Student Services

1. Subcontract Agreement with The Regents of the University of California
- Recommend ratifying the subcontract agreement which clarifies the funding that University of California, Riverside will receive as a partner in fulfilling the objectives as the “Building Bridges Across Riverside Through Water Quality Research” project.
2. Nuview Bridge Early College High School Grant Agreement
- Recommend ratifying the agreement to provide funds to the Moreno Valley campus to implement, in collaboration with Nuview Union School District, the Nuview Bridge Early College High School.
3. Agreement with Prima Dance Studios
- Recommend ratifying the agreement to provide a venue for Norco Campus classes.
4. Agreement with Innovative Interfaces
- Recommend ratifying the agreement to provide maintenance service for INNOPAC hardware and software equipment located in the district libraries on all three campuses.

Recommended Action: Request for Ratification

B. Planning and Development

1. Proposed Agreement – ProWest Constructors to Provide Construction Management Services for Phase III – Norco/Industrial Technology Project
- Recommended approving an agreement to provide construction management services for the Phase III – Norco/Industrial Technology Project.
2. Design Consultation, Project Development, and Project Costing Services
- Recommended approving the hiring of five firms over the next two years to provide design and engineering consultant services.

3. Agreement with Charles McIntyre
- Recommend approving a contract to provide data and analysis for the use in RCCD's strategic planning processes.

Recommended Action: Request for Approval

C. Personnel and Labor Relations

1. College Closure – December 25, 2006 – January 1, 2007
- It is recommended that the Board of Trustees approve the college closure from December 25, 2006 – January 1, 2007.

Recommended Action: Request for Approval

D. Finance and Audit

1. Change Order No. 2 – Parking Structure Project
- Recommend approving a change order for the parking structure project.
2. Change Order No. 2 – Quad Modernization Project
- Recommend approving a change order for the Quad Modernization project.
3. Agreement with Provider Contract Food Service
- Recommended approving an agreement for exclusive consulting services regarding food and beverages sold at District campuses/colleges. The term of the agreement is November 1, 2006, through June 30, 2007.

Recommended Action: Request for Approval

4. 2005-2006 CCFS-311 – Annual Financial and Budget Report
- Informational report of revenues and expenditures for FY 2005-2006.

Information Only

E. Legislative (None)

- F. Board of Trustees Committee Meeting Minutes
 - Recommend receipt of Board committee minutes from the August 7, 2006 Joint Special Committee Meeting of the Alvord Unified School District Board of Education and Riverside Community College District Board of Trustees, and the August 22, 2006 Academic Affairs and Student Services, Planning and Development, and Finance and Audit Committee meetings and the September 11, 2006 Personnel and Labor Relations Committee meeting.

Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents/Provosts

VIII. Academic Senate Report

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

IX. Business From Board Members

- A. Proposition 1D – Resolution for the Kindergarten-University Public Education Facilities Bond Act of 2006 – Resolution No. 2-06/07
 - Recommend adopting the resolution in support of Proposition 1D which would provide funds for school facilities.

Recommended Action: Request for Approval

X. Closed Session

- A. - Public employee, discipline/dismissal/release pursuant to Government Code Section 54957.

XI. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES
MEETING OF SEPTEMBER 12, 2006

President Takano called the regular meeting of the Board of Trustees to order at 6:08 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Mary Figueroa (left at 7:20 p.m.)
Mr. Jose Medina
Ms. Grace Slocum
Mr. Mark Takano
Ms. Yajaira Tiscareño, Student Trustee

Trustees Absent

Ms. Kathleen Daley

Staff Present

Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Interim Vice Chancellor, Diversity and Human Resources
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Ms. Patricia Bufalino, President, Academic Senate, Moreno Valley Campus
Dr. Richard Mahon, President, Academic Senate, Riverside City College
Mr. Tom Wagner, President, Academic Senate, District and Norco Campus

Guests Present

Dr. C. Michael Webster, Consultant, Riverside Community College District
Mr. Darryl Cartozian, Architect, Higginson and Cartozian Architects
Mr. Thomas Boyd, Deputy Public Works Director / City Engineer, City of Riverside
Mr. David Bristow, Attorney, Reid and Hellyer

Ms. Tiscareño led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the regular meeting of August 29, 2006. Motion carried. (4 ayes, 1 absent [Daley])

MINUTES OF THE REGULAR MEETING
OF AUGUST 29, 2006

CHANCELLOR'S
REPORTS

Dr. Buysse introduced Dr. Webster, consultant for the District, Mr. Cartozian, architect for Higgison and Cartozian Architects, and Mr. Boyd, Deputy Public Works Director / City Engineer who presented information on the new parking structure and traffic flow.

“Parking Structure and Downtown Traffic Flow” – Dr. James Buysse, Vice Chancellor, Administration and Finance

Ms. Figueroa reported on the suggested qualifications for the Chancellor’s position that were drafted by Sharon Tanabe, Search Consultant for the new Chancellor. Item II-B was withdrawn from consideration with a request that the consultant revise the language regarding the education requirements. To be reviewed by an Ad hoc committee before resubmitting to the Board. President Takano appointed himself and Trustee Mary Figueroa to serve as the Ad hoc committee.

Update on Chancellor Search

Dr. Castro introduced Mr. Emile Bradshaw, Cablecast/Satellite Specialist for the Instructional Media Center, who announced that RCC student, Ms. J Baker won three second place awards for her work in film and video. The other RCC student winner (not present) was Ms. Roya Irvani, who earned one third place award.

“Recognition of Student Awards from the California Community College Satellite Network for Film and Video” – Dr. Daniel Castro, President, Riverside City College

Dr. Rotella introduced Attorney David Bristow who presented information regarding the relocation of the tenants in the building designated for the Riverside School for the Arts on the corner of Market and University; and Dr. Carolyn Quinn, Dean, Riverside School for the Arts shared information on the program.

“Riverside School for the Arts Update” – Salvatore G. Rotella, Chancellor, Riverside Community College District

Ms. Tiscareño reported on the recent and planned ASRCC activities.

STUDENT REPORT

Dr. Mahon, Senate President, Riverside City Campus, provided information to the Board regarding the Board of Governors vote for the English and Math Associate’s Degree requirement.

COMMENTS FROM THE
PUBLIC

CONSENT ITEMS

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

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 10)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$13,585,586.00 and District Warrant Claims totaling \$13,330,776.00; (Appendix No. 11)

Purchase Order and Warrant Report, June 1, 2006 – July 31, 2006 – All District Funds

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,907,685.00 and District Warrant Claims totaling \$4,504,283.00; (Appendix No. 12)

Purchase Order and Warrant Report, August 1, 2006 – 31, 2006 – All District Funds

Approve amendment to employment contracts and terminations as listed; (Appendix No. 13)

Annuities

Grant the out-of-state travel as listed; (Appendix No. 14)

Out-of-State Travel

Approve the agreement, from October 1, 2006 through September 30, 2007 for an amount not to exceed \$40,325.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Market-Based Solutions

Ratify the agreement, from July 1, 2006 through June 30, 2006, at a cost not to exceed \$5,000.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with The Counseling Team International

Ratify the amendment, from February 19, 2006 with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Amendment to Agreement with Valley Health System

Approve the facility agreement, from September 13, 2006 with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Facility Agreement with Grand Terrace Healthcare Center
Approve the agreement, for the term of September 13, 2006 to June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with CertainTeed Corporation
Approve the agreement, for the term of September 13, 2006 to June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with K & N Engineering, Inc.
Approve the agreement, for the term of September 13, 2006 through October 1, 2006, at a cost not to exceed \$2,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with Pamela O'Banion
Approve the agreement, for October 22, 2006 through October 29, 2006, for an amount not to exceed \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with Scott Janssen
Approve the agreements, for the terms of September 13, 2006 through June 30, 2009, in the amounts of \$62,500.00 and \$64,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;	Agreements for the Foster Youth Emancipation Program
Approve the Memorandum of Understanding, for the term of September 13, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Memorandum of Understanding with The OASIS Perris Youth Opportunity
Approve the agreement, from November 1, 2006 through November 2, 2006, for \$4,200.00 plus expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;	Agreement with aha! Process, Inc.
Approve the agreement, from September 20, 2006	Agreement with

through June 30, 2007, for an amount not to exceed \$40,000.00 plus agreed upon expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Michael G. Dolence
and Associates

Approve the agreement, for September 13, 2006 through September 30, 2006, and October 1, 2006 through September 30, 2007, in amounts not to exceed \$1,500.00 and \$6,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance to sign the agreements;

Agreement with
Marianne Smith

Approve the agreements, from September 13, 2006 through November 19, 2006, for the amounts of \$2,000.00 and \$5,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreements for the
Performance
Riverside Production
of "Dreamgirls"

Approve the agreement, from September 13, 2006 through June 8, 2007, for \$6,600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Jean
Yves Tessier

Ratify the agreements, for July 1, 2006 through June 30, 2007 and June 30, 2006 through June 30, 2007, for the amounts of \$1,061.50 and \$900.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreement with
Appel Company

Approve the agreement, for September 14, 2006, in the amount of \$2,628.02, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with
Riverside Marriott

Approve the agreement, for September 15, 2006 through December 15, 2006, for an amount not to exceed \$4,476.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with
Ivascu Consulting,
LLC

Approve the agreement, from October 1, 2006 through September 30, 2007, for the reimbursement amount to the District for services of \$3,375.84, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreement with Riverside County Superintendent of Schools

Approve the renewal agreement, from July 1, 2006 through June 30, 2007, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Renewal Agreement with Thompson & Colegate, LLP

Approve the retention of Burke, Williams & Sorenson, LLP, on an as needed basis, for July 1, 2006 through June 30, 2007, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Engagement as Legal Counsel – Burke, Williams & Sorenson, LLP

Adopt Resolution No. 1-06/07, which establishes the 2006-2007 Gann Limit for the Riverside Community College District at \$144,825,987.00, and authorize the President of the Board to sign the resolution.

Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation – Resolution No. 1-06/07

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

Information

In accordance with Board Policy 1042, the Chancellor has accepted the resignation of Ms. Virginia MacDonald, Chief of Staff, effective December 31, 2006, for retirement.

Separations

The Board received for information the Quarterly Financial Status Report that is submitted to the California Community Colleges Board of Governors for the Quarter Ended June 30, 2006.

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended June 30, 2006

The Board received for information a copy of Riverside Community College District's Matriculation Plans.

Matriculation Plans

BOARD COMMITTEE
REPORTS

Finance and Audit

Mr. Takano opened the public hearing at 7:45 p.m. No comments were made by the public, and the public hearing was closed at 7:46 p.m.

2006-2007
Budget Public
Hearing and
Budget
Adoption

Mr. Medina asked to see the budget reports by campus for the next time a report is created.

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees adopt the 2006-2007 Budget for Riverside Community College District. Motion carried. (3 ayes, 2 absent [Daley and Figueroa])

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the renovation of the Moreno Valley Early Childhood Studies Child Care Center, and the use of Measure C funds for the project, in the amount of \$269,919.00. Motion carried. (3 ayes, 2 absent [Daley and Figueroa])

Moreno Valley
ECS Secondary
Effects Project
– Renovation
of Early
Childhood
Studies Child
Care Center

The Board received for information a report regarding the Measure C project expenditures.

Measure C
Project
Expenditures

The Board received for information the minutes from the September 5, 2006 Finance and Audit Committee Meeting.

Board of Trustees
Committee Meeting
Minutes

ACADEMIC SENATE
REPORTS

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

Ms. Bufalino presented the report on behalf of the Moreno Valley Campus Academic Senate indicating that the first Academic Senate meeting for the Moreno Valley campus will be September 18, 2006.

Mr. Mahon presented the report on behalf of the Riverside City College Academic Senate.

BUSINESS FROM BOARD MEMBERS

Ms Slocum and Mr. Medina discussed some highlights from the Ad hoc committee meeting they held with Dr. Buysse.

Ad Hoc Committee on Governance in a Three-College District

Mr. Takano requested to have a copy of the "Teaching Your First Online Course: A Handbook For Instructors" manual for online course instructors that was created by Dr. Bonnie J. Pavlis on the Norco campus to be brought to the next Academic Affairs and Student Services Committee meeting for review.

Request by Board Member for Review of Online Course Instructional manual.

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

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORT

Report No.: II-B

Date: October 17, 2006

Subject: Collective Bargaining – RCC Association, CTA/NEA

Background: The Board of Trustees is being asked to receive and sunshine the 2007-2010 RCC Association, CTA/NEA contract proposal, and schedule a public hearing on the proposal at the next regular Board of Trustees Meeting scheduled for Tuesday, November 21, 2006, at 6:00 p.m., in the Student Services Lobby on the Norco Campus. The administration will sunshine its proposal at the November Board meeting.

Recommended Action: It is recommended that the Board of Trustees receive and sunshine the 2007-2010 RCC Association, CTA/NEA proposal, and schedule a public hearing on the proposal at the next regular Board of Trustees Meeting scheduled for Tuesday, November 21, 2006.

Salvatore G. Rotella
Chancellor

Prepared by: Salvatore G. Rotella,
Chancellor

Riverside Community College District Faculty Association
RCCDFA
CCA/CTA/NEA

Date: October 12, 2006

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

From: Karin Skiba
President, RCCDFA, CCA/CTA/NEA

Re: Contract Negotiations

The RCCDFA proposes opening the following articles of the 2004-2007 agreement:

Article IV Association Rights

- As the colleges become independent and the structure of the Association is changed to address that, we need to re-examine reassigned time.

Article VI Non-discrimination

- Add “sexual orientation” to our non-discrimination policy.

Article VII Salary

- Increase all certificated salary schedules for the years 2007-2008, 2008-2009, 2009-2010 to include COLA and an as yet undetermined percentage
- Increase the certificated hourly schedules for the years 2007-2008, 2008-2009, 2009-2010 to include COLA and an additional percentage above that on the certificated salary schedules so that we move toward parity pay
- Update and adjust positions and stipends for directors and coordinators.
- Discuss salary schedule steps and placement

Article VIII Fringe Benefits

- Work to improve benefits and minimize costs.

Article IX Calendar

- The district and the RCCDFA will negotiate calendars for each academic year 2007-2008, 2008-2009, and 2009-2010.
- Address working conditions as detailed in Appendix I

Article X Hours of Work and Faculty Load

- Re-examine the compensation for and nature of the other duties as listed in section G.
- Update contractual language based on MOU's and other agreements into which the association and the district have entered.
- Re-examine reassigned time for Senate leadership based on the transition of a single college to a multi-college district.
- Develop a seniority process by which part-time faculty receives teaching assignments in the District.

Article XI Improvement of Instruction and Tenure Review

- Re-examine the composition of the improvement of instruction/tenure review committee.
- Improve the appeals process.

Article XXIII Leaves

- Bring criteria for sabbatical leaves in line with professional development guidelines (Board Policy 3080).
- Develop a family leave.

Article XVI Transfer

- Clarify transfer procedures.
- Develop an appeals process.

Article XVII Grievances

- Strike section G.

Article XX Miscellaneous

- Rationalize the locations of these items in the contract.
- Define a position, selection process, and compensation for discipline facilitators.
- Update titles and positions in Child Development Center.

Appendix F

- Re-examine duties and compensation for all department chairs and assistant chairs.

In addition to these specific articles, any other editorial changes mutually agreed upon by the association and district.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT SERVICES

Report No.: II-C

Date: October 17, 2006

Subject: Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act - Proposed Board Policy 3515 - Second Reading

Background: In 1990 Congress enacted the Crime Awareness and Campus Security Act (Title II of Public Law 101--542), which amended the Higher Education Act of 1965 (HEA). This act requires that all postsecondary institutions participating in Title IV student financial aid programs disclose campus crime statistics and security information. In 1998 this act was amended and renamed the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, in memory of a student who was slain in her dorm in 1986.

The Clery Act requires higher education institutions to give timely warnings of crimes that represent a threat to the safety of students or employees, and to make public their campus security policies.

The proposed Board Policy addresses timely warnings, reporting annual disclosure of crime statistics, and voluntary confidential reporting, and was presented to the Board for first reading at the October 10, 2006 Special Board meeting.

Recommended Action: It is recommended the Board of Trustees approve the proposed Board Policy 3515.

Salvatore G. Rotella
Chancellor

Prepared by: Lee Wagner
Director, Chief of College Safety and Police
Ruth W. Adams
Director, Contracts, Compliance and Legal Services/Assistant
To the Chancellor

Riverside Community College District Policy

CCLC No. 3515

General Institution

BP 3515 REPORTING OF CRIMES

Reference:

Education Code Section 67380

The Chancellor shall assure that, as required by law, reports are prepared of all occurrences reported to the District police of ~~and~~ arrests for crimes committed on each campus that involve violence, hate violence, theft or destruction of property, illegal drugs, or alcohol intoxication. The Chancellor shall further assure that required reports of non-criminal acts of hate violence are prepared. Such reports shall be made available as required by law.

Office of Primary Responsibility: Department of Safety and Police

NOTE: This policy is **legally required**. The language in **bold ink** is legally recommended language from the Community College League and legal counsel. The information in **italicized ink** is additional language to consider including in this policy. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by the CCLC and legal counsel)

General Institution

AP 3515 REPORTING OF CRIMES

References:

Penal Code Sections 245 and 11160; Education Code Sections 212 and 87014;
Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics
Act of 1998; 20 U.S.C. § 1232g; 34 C.F.R. 668.46; 34 C.F.R. 99.31(a)(13), (14);
Campus Security Act of 1990

Whenever any employee of the Riverside Community College District is attacked, assaulted, or menaced, the employee shall promptly report the attack or assault to the District Police Office. Any individual who witnesses a crime should immediately report the crime to the District Police Office.

In the event an employee is assaulted, attacked, or menaced by a student, the employee shall notify his or her supervisor as soon as practical after the incident. The supervisor of any employee who is attacked, assaulted, or menaced shall assist the employee to promptly report the attack or assault to the District Police Office. The supervisor himself or herself shall make the report if the employee is unable or unwilling to do so.

California law (Penal Code Section 11160) also requires prompt, mandatory reporting to the local law enforcement agency by healthcare practitioners (i.e. Student Health Services) when medical services are provided to known or reasonably suspected of suffering from wounds inflicted by a firearm or as a result of an assault or abusive conduct. The Counseling Department and Psychological Services may inform students and staff of procedures for reporting a crime to local authorities or to the Safety and Police Office on a voluntary or confidential basis if this information is deemed to be in the best interest of the victim.

Confidential Reporting

If a victim of a crime does not wish to pursue action within the District's administrative or justice system, a confidential report may be made. With the victim's permission, the Chief or his/her designee of the Riverside Community College District's Department of Safety and Police can file a report of an incident without revealing the victim's identity. The purpose of confidential reporting procedures is to comply with the request to maintain confidentiality while taking steps to ensure the victim's safety and the safety of others. This information will assist the District in maintaining accurate records concerning types of incidents and those involved. Additionally, the District will be able to determine crime patterns revealing particular locations, methods, and suspects. This

will aid in developing proactive approaches to prevent potential dangers and providing “timely warnings” to the college community. Confidential reports will be counted and disclosed in the District’s Annual Security Report.

Timely Warnings

In the event a situation arises either on or off campus that in the judgment of the Chief of Riverside Community College District’s Department of Safety and Police constitutes an ongoing or continual threat, a District-wide “timely warning” will be issued. Warnings will be posted by the Associate Vice Chancellor, Public Affairs and Institutional Advancement – Public Information Officer(PIO) and sent to **the Board of Trustees**, students, faculty, and staff via District e-mail. The college student newspapers (Riverside Viewpoints, Norco Voice, and Moreno Valley Vista) will also be notified to provide additional information about significant threats.

Depending on the circumstances of the crime, especially in situations that could pose an immediate threat to the college community, the Department of Safety and Police may post bulletins throughout the District.

Collection and Distribution of Crime Statistics

The District shall annually collect and distribute statistics concerning crimes on campus. All District staff with significant responsibility for student and campus activities shall report crimes about which they receive information.

The District shall publish an Annual Security Report every year by October 1 that contains statistics regarding crimes committed on each campus and at affiliated locations for the previous three years. The Annual Security Report shall also include policies pertaining to campus security, alcohol and drug use, crime prevention, the reporting of crimes, sexual assault, victims’ assistance program, student discipline, campus resources, and other matters. This report will be prepared in cooperation with local law enforcement agencies bordering the Riverside Community College District campuses and off-campus locations.

The District shall make the Annual Security Report available to all current students and employees. The District will also provide perspective students and employees with a copy of the Annual Security Report upon request. A copy of the Annual Security Report can be obtained by contacting the Safety and Police Office at each of the college sites (Riverside College at 222-8502; Norco College at 372-7046; and Moreno Valley College at 571-6103), by viewing the District web page located at www.rcc.edu, or by reviewing the published information in the current Schedule of Classes. All prospective employees may obtain a copy of the report from the Human Resources Office located at the RCCD Systems Office, 3845 Market Street, Riverside, CA 92501.

~~(Note: The following information is not legally required but is authorized pursuant to 34 C.F.R. 99.31(a)(13),(14). It is **suggested as good practice.**)~~

~~The District may disclose the final results of disciplinary proceeding to a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, regardless of the outcome. The District may also disclose to anyone, the final results of a disciplinary proceeding in which it concludes that a student violated District policy with respect to a crime of violence or non-forcible sex offense. The offenses that apply to this permissible disclosure include the following:~~

- ~~• Arson;~~
- ~~• Assault offenses;~~
- ~~• Burglary;~~
- ~~• Criminal homicide — manslaughter by negligence;~~
- ~~• Criminal homicide — murder and non-negligent manslaughter;~~
- ~~• Destruction, damage, or vandalism of property;~~
- ~~• Kidnapping or abduction;~~
- ~~• Robbery; and~~
- ~~• Forcible sex offenses.~~

~~The disclosure may only include the final result of the disciplinary proceeding with respect to the alleged criminal offense. The District shall not disclose the name of any other student, including a victim or witness, unless the victim or witness has waived his or her right to confidentiality.~~

~~Office of Primary Responsibility: Department of Safety and Police~~

NOTE: This policy is **legally required** except where noted above. The language in **bold ink** is legally recommended language from the Community College League and legal counsel. The language in **regular type** was submitted by the Chief of Police of the Riverside CCD. The information in **italicized ink** is additional language to consider including in this policy. There does not appear to be a current Riverside CCD Regulation that addresses this procedure.

Date Approved:

(This is a new procedure recommended by the CCLC and legal counsel)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: V-A-1-a

Date: October 17, 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

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
	MORENO VALLEY CAMPUS			
*	Patricia Bufalino	Interim Dean of Instruction	10/18/06	19.0

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
(none)

f. Part-Time Faculty, Hourly Assignments

Fall Semester 2006

The individuals specified on the attached list.

Report No.: V-A-1-a

Date: October 17, 2006

Subject: Academic Personnel

1. Appointments – cont.

g. Child Development Center Hourly Employees

Fall Semester 2006

<u>Name</u>	<u>Position</u>
Gloria Medina Galvan	Preschool Associate Teacher, hourly
Melisa Simmons	Preschool Associate Teacher, hourly

2. Salary Reclassifications

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 November 1, 2006:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Robert Baradaran	D	E
Kenneth Cramm	F	H
Hayley Garcia	D	E
Monica Green-Cochrane	D	H
Brit Osgood-Treston	C	H
Richard Rodman	B	C
Phyllis Rowe	F	G
Diane Solorzano	F	H
Teresa Thetford	E	F
Yuri Ulloa	D	E

3. Salary Placement Adjustment

At the meeting of June 20, 2006, the Board of Trustees approved the appointment of the following faculty member. The employee has provided appropriate verification of experience and/or coursework completed that will affect her salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty member listed below, effective during the 2006-07 academic year:

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Kimberly Anderson	F-3	F-6

Report No.: V-A-1-a

Date: October 17, 2006

Subject: Academic Personnel

4. Separation

Board Policy 1042 authorizes the Chancellor to officially accept the resignation of an employee; and the Chancellor has accepted the following resignation.

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Richard Tworek	Special Assistant to the President, Moreno Valley Campus	11/16/06	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: V-A-1-b

Date: October 17, 2006

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
*	Clara Garibay	Health Services Supervisor (District)	10/30/06	14.5	Appointment

b. Management/Supervisory – Categorically Funded

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
	Suzanne Adams	Director, Procurement Assistance Center (March Education Center)	10/18/06	12.5	Appointment

c. Classified/Confidential

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
MORENO VALLEY CAMPUS					
*	Michael Fiedler	Student Services Technician	10/18/06	16-1	Appointment
*	Barbara Mora	Instructional Department Specialist/ Nursing (March Education Center)	10/23/06	17-1	Appointment
NORCO CAMPUS					
*	Rita Perez	Counseling Clerk II	10/18/06	15-4	Appointment
	Luu Xuan Tran	Accounting Services Clerk (TRIO)	10/18/06	18-1	Appointment
RIVERSIDE CITY COLLEGE					
	Stephanie Arciniega	Secretary III (Academic Affairs)	10/18/06	16-2	Promotion
	Lourdes Davis	Clerk Typist – Health Services	11/01/06	13-1	Appointment
	Shaun Frantz	Senior Officer, Safety and Police	10/18/06	21-5	Promotion
	Adolfo Herrera	Custodian	10/18/06	13-1	Appointment
*	Juan Lopez	Counseling Clerk II	10/18/06	15-1	Appointment

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
RIVERSIDE CITY COLLEGE (Cont'd)				
Jacqueline McKay	Counseling Clerk I	10/18/06	14-1	Appointment
Teresa Morton	Secretary IV (Grant and Contract Services)	10/18/06	17-7	Transfer
William Murphey	Nursing Enrollment Technician	10/18/06	16-1	Appointment
Cecile Rubin	Senior Academic Evaluations Specialist	10/18/06	21-1	Appointment
Vanessa Silversmith	Campus Campaign Specialist	10/18/06	18-1	Appointment
Erin Torres	Budget Analyst	10/18/06	22-5	Promotion
Frank Valadez	Groundsperson (Part-time, 40%)	10/21/06	14-1	Appointment
Antoinette Van Buhler	Instructional Department Specialist/	10/18/06	17-5	Transfer
Stacey Williams	Student Services Outreach Specialist	10/18/06	18-5	Transfer

d. Classified/Confidential – Categorically Funded (None)

e. Professional Experts (None)

f. Short Term

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

g. Temporary as Needed Student Workers

Short-term appointments to serve on an hourly, as needed basis, as indicated below:

h. Community Education Program – 2006 Fall Semester

The following Professional Expert Presenters, indicated below, will present a Community Education program:

<u>Expert/Presenter</u>	<u>Program (Class)</u>	<u>Start Date</u>	<u>End Date</u>
Robert Leibel	Stock Options	09/01/06	12/31/06
Arthur Montoya	Community Sign Language	09/01/06	12/31/06

Subject: Classified Personnel

1. Appointments – Continued

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 Facilitator (01/02/07 – 06/06/07)

Michelle Davila and Gustavo Ortiz– Total amount not to exceed \$6,400 per individual
After Hours Student Events – Student Activities (08/28/06 – 11/28/06)

Tara McCarthy – Total amount not to exceed \$1,072.38

Supplemental Instruction Teacher Assistant (09/13/06 – 12/14/06)

Tony Yang – Total amount not to exceed \$3,500

2. Professional Growth Achievement Steps

Participation in the Professional Growth Program is voluntary for classified employees.

Employees who participate in the program receive achievement steps upon prior approval from the Professional Growth Committee of the coursework.

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

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

<u>Name</u>	<u>Title</u>	<u>Achievement Step(s) Earned</u>
Julio Cuz	Microcomputer Support Specialist	Step 2 @ \$35
John Moore	Educational Advisor	Step 3 @ \$35
Guido Sendowsky	Assistant Equipment Manager/Trainer	Step 1 @ \$35
Carol Wohlk	Secretary I	Step 1 @ \$35

3. Request 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 employee:

<u>Name</u>	<u>Title</u>	<u>Effective</u>
Steven Purdy	Student Financial Services Analyst (Norco Campus)	October 18, 2006

Subject: Classified Personnel

4. Request to Adjust Effective Date

At its meeting of August 29, 2006, the Board of Trustees approved the appointment of Kenny Paplham Jr. (Custodian/Riverside City College), effective August 30, 2006. It is recommended the Board of Trustees adjust the appointment of Mr. Paplham Jr. to September 7, 2006.

5. Temporary Increase in Workload

It is recommended the Board of Trustees approve a temporary increase in workload for part-time employee, George Zottos, Outcomes Assessment Specialist at the Riverside City College, from 50% to 100%, benefits included, effective October 18, 2006 until June 30, 2007. This increase has the approval of the President.

6. Separations

Board policy 1042 authorizes the Chancellor to officially accept the resignation of an employee; and the Chancellor has accepted the following resignation;

It is recommended the Board of Trustees receive, for information only, the resignations 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>
Maria Elena Diaz	District Campaign Specialist (Foundation)	10/02/06	Personal
Vernita Jackson	Payroll Technician (Riverside City College)	10/31/06	Personal
Kenny Paplham Jr.	Custodian (Riverside City College)	09/12/06	Personal
Edward Whatley	Interim Director, Procurement Assistance Center (March Education Center)	09/29/06	Interim Assignment Ended

Report No.: V-A-1-b

Date: October 17, 2006

Subject: Classified Personnel

Submitted by:



Melissa Kane
Interim Vice Chancellor, Diversity and
Human Resources

Transmitted to the Board by:



Salvatore G. Rotella

Concurred by:



Virginia MacDonald
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:

Daniel Castro
President, Riverside City College



Ray Maghroori
Vice Chancellor, Academic Affairs



Brenda Davis
President, Norco Campus

James L. Buysse
Vice Chancellor, Administration and Finance



Linda Lacy
Vice Chancellor, Student Services/Operations



Irving G. Hendrick
Interim President, Moreno Valley
Campus

NSF – Advanced Technological Education Program. (Summer 2006)

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

Revised from special project approved by the Board of Trustees at their June 20, 2006 meeting.

Paul VanHulle - Total amount to be paid not to exceed \$3,972.80

Stipend for Use of Online Materials (Fall 2006)

Karin Skiba – Paid as lump sum upon completion in the amount of \$100

Teacher Preparation Title V Grant (Winter 2007)

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

Kierstin Hemborg – Total amount to be paid not to exceed \$3,000

Teacher Preparation Title V Grant (Fall 2006)

Faculty member will incorporate supplemental instruction as part of their classroom syllabus. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Cynthia Morrill – Total amount to be paid not to exceed \$2,000

Heather Smith – Total amount to be paid not to exceed \$2,000

Leo Truttmann – Total amount to be paid not to exceed \$2,000

Title V Developmental Education Learning Community (Fall 2006)

Maureen Fry – Paid as lump sum upon completion in the amount of \$2,000

Debra Manross – Paid as lump sum upon completion in the amount of \$2,000

Jeannette Riddell – Paid as lump sum upon completion in the amount of \$1,242

Marc Sanchez – Paid as lump sum upon completion in the amount of \$2,000

Sylvia Trejo – Paid as lump sum upon completion in the amount of \$2,000

Belinda Valentine – Paid as lump sum upon completion in the amount of \$2,000

“Assassins” Percussionist (Fall 2006)

Steve Schmidt – Paid as lump sum upon completion in the amount of \$900

Off-Broadway Production of “The Shadow Box” (Spring 2007)

Lighting Design

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

Kinetic Conversations Choreography (Fall 2006)

Choreograph for the Fall 2006 faculty dance concert.

Kirsten Johansen – Paid as lump sum upon completion in the amount of \$650

Summer Lesueur – Paid as lump sum upon completion in the amount of \$650

Jeanna Shelton – Paid as lump sum upon completion in the amount of \$650

ECERS-R Early Childhood Rating Scale-Revised (Fall 2006)

ECERS training, scoring techniques, classroom evaluation on all items and indicators, and Plan of Action document.

Lauren Rodriguez – Paid as lump sum upon completion in the amount of \$200

Collaborations Choreography (Winter 2007)

Choreograph for the Winter 2007 dance concert.

Denise Donovan – Paid as lump sum upon completion in the amount of \$650

Kristen Rooney – Paid as lump sum upon completion in the amount of \$650

Teacher Preparation Title V Grant (Fall 2006)

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

Holly Lam – Total amount to be paid not to exceed \$215.88

Katie Smith – Total amount to be paid not to exceed \$215.88

Jurupa Early College Academies Program (Fall 2006)

Participate in program-related activities. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Mary Legner – Total amount to be paid not to exceed \$1,295.28

Middle College High School Surveys (Fall 2006)

Follow up surveys for graduation class of 2001, as required by grant.

Tom Hale – Paid as lump sum upon completion in the amount of \$1,000

Renaissance Scholars Program (Fall 2006)

Assist in hiring of student staff; recruit students for the program; chair meetings for the Renaissances; record/distribute meeting minutes; assist in the preparation of campus/District reports.

James Banks – Paid as lump sum upon completion in the amount of \$2,500

AmeriCorps ALERT Project (Fall 2006)

Enhance and develop materials for AmeriCorps Alert Project.

Paula Stafford – Paid as lump sum upon completion in the amount of \$1,000

NSF – Advanced Technological Education Program. (Fall 2006)

Develop mathematics courses related to NSF ATE grant. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Shufen Huang – Total amount to be paid not to exceed \$2,158.80

NAME	SUBJECT
Amaya, Jennifer	Music
Anastasia, Stephen	Music
Asaro, Marcus	Mathematics
Belinda, Valentine	English
Bernstein, Matthew	English
Christy, Carleton	Art
Dominguez, Robert	Music
Ellwood, Jeff	Music
Fite, Todd	Fire Technology
Guldhammer, Bente	Counseling
Guldhammer, Bente	Psychology
Hatem, Abdalla	Health Science
Hendrickson, Robin	English As A Second Language
Herman, Jenelle	English As A Second Language
Holben, David	Music
Johansen, Lawrence	Music
Kim, Edward	Mathematics
Kreter, James	Physician Assistant Program
Klintworth, Paul	Music
Lau, Sylvia	Music
Libertini, Richard	Music
Livingston, Penny	Human Services
Martinez-Lopez, Victor	Physician Assistant Program
Matanane, Margaret	Reading
Mazur-Stommen, Susan	Anthropology
McFarlin, Dorothy	Computer Information Systems
Mushik, Martin	English
Nadelson, Matthew	English
Nugent, Yvonne	EMS
Ortega, Jose	Physical Education
Paat, Joel	Music
Regino, Rolando	English
Riley, Ann	Business
Robitaille, Colette	Music
Schmidt, Steven	Music
Schoenbach, Sara	Music
Schoenbeck, Sara	Music
Smith, Michael	Fire Technology
Soriano, Anthony	Administration of Justice
Stafford, Katherine	Health Care Technician
Steele, Loretta	Computer Information Systems
Stokes, Danielle	English

<u>NAME</u>	<u>SUBJECT</u>
Sumpter, James	Welding
Terrill, Sharon	Speech
Torres, Dian	Cosmetology
Turner, Stephen	Administration of Justice
Vandewater, David	Mathematics
Vliek, Pamela	Music
Wagner, Lee	Administration of Justice
Welbon, Collin	English
White, Audrey	Cosmetology
Williams, Steven	Music

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Linda Johnson	Clerical, Hourly	10/09/06-06/30/07	16-9 (Conf)
Barbara Brown	Clerical, Substitute	09/05/06-10/31/06	16-5
Claudia Cuz	Clerical, Substitute	09/11/06-12/10/06	19-3
William Murphey	Clerical, Substitute	07/24/06-06/30/07	16-1
Custodian, Substitute	Custodian, Substitute	09/05/06-06/30/07	13-1

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>
Marilyn Rader	Accompanist III	08/28/06-06/30/07	\$15.00/hour
Adelina Inzuna	Community Service Officer	07/01/06-06/30/07	\$14.00/hour
Zana Kleveno	Community Service Officer	07/01/06-06/30/07	\$14.00/hour
Castella Ysaguirre	Contract Trainer V	10/01/06-06/30/07	\$50.00/hour
Margarita Rodriguez	Custodial Assistant	09/05/06-06/30/07	\$12.50/hour
Tsehay Fisseha	Food Service Assistant	09/07/06-06/30/07	\$9.00/hour
Raul Rosas	Food Service Assistant	09/05/06-06/30/07	\$9.00/hour
Madelyn Warner	Grant Facilitator	07/01/06-06/30/07	\$40.00/hour
Andy Au	Instructional Aide I	07/01/06-06/30/07	\$6.75/hour
Edward Florian	Instructional Aide I	09/11/06-06/30/07	\$6.75/hour
Brandon Nichols	Instructional Aide I	07/01/06-06/30/07	\$6.75/hour
William Gay	Instructional Aide III	07/01/06-06/30/07	\$8.75/hour
Michael McMurray	Instructional Aide III	08/25/06-05/15/07	\$8.75/hour
Lauren Frankel	Interpreter II	08/15/06-06/30/07	\$23.00/hour
Heather Hillhouse	Interpreter II	09/22/06-06/30/07	\$23.00/hour
Jesse Shelley	Lab Aide II	08/28/06-06/30/07	\$10.00/hour
Melanie Kent	Lifeguard IV	07/01/06-08/25/06	\$8.00/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Tamara Allen	Office Assistant I	10/09/06-06/30/07	\$9.00/hour
Carla Chasey	Office Assistant I	09/18/06-06/30/07	\$9.00/hour
Maung Ching	Office Assistant I	07/01/06-06/30/07	\$9.00/hour
Cathleen Crowther	Office Assistant I	10/01/06-06/30/07	\$9.00/hour
Lorraine LeFaivre	Office Assistant I	10/01/06-06/30/07	\$9.00/hour
Shannette Madayag	Office Assistant I	10/09/06-06/30/07	\$9.00/hour
Crystal Martinez	Office Assistant I	09/28/06-06/30/07	\$9.00/hour
Linda Myers	Office Assistant I	09/11/06-06/30/07	\$9.00/hour
Rebecca Rodriguez	Office Assistant I	08/15/06-09/15/06	\$9.00/hour
Karen Shelton	Office Assistant I	06/12/06-06/30/06	\$9.00/hour
Gloria Evans	Office Assistant II	07/01/06-06/30/07	\$10.50/hour
Victoria Lopez	Office Assistant II	08/28/06-06/30/07	\$10.50/hour
Cindy Ramos	Office Assistant IV	09/05/06-06/30/07	\$14.00/hour
Danyelle Wilson	Office Assistant IV	08/28/06-11/28/06	\$14.00/hour
Miranda Borrello	Office Clerk	09/01/06-06/30/07	\$7.00/hour
Valerie Castro	Office Clerk	09/01/06-06/30/07	\$7.00/hour
Vanessa Gasso	Office Clerk	08/24/06-06/30/07	\$7.00/hour
Shannon Luster	Office Clerk	09/01/06-06/30/07	\$7.00/hour
Christie Dunnigan	Registered Nurse III	10/01/06-06/30/07	\$35.00/hour
Roderick Bingley	Reserve College Police Officer	07/01/06-06/30/07	\$11.18/hour
Mark Hoover	Reserve College Police Officer	07/01/06-06/30/07	\$11.18/hour
Eddie Morales	Reserve College Police Officer	07/01/06-06/30/07	\$11.18/hour
Lee Trevino	Reserve College Police Officer	07/01/06-06/30/07	\$11.18/hour
Christopher Balisky	SI Leader	09/01/06-06/30/07	\$12.00/hour
Alfonso Bedolla	SI Leader	09/11/06-06/30/07	\$12.00/hour
Rachael Bedolla	SI Leader	09/11/06-06/30/07	\$12.00/hour
Helen Caster	SI Leader	09/01/06-06/30/07	\$12.00/hour
Erika Ceballos	SI Leader	09/11/06-06/30/07	\$12.00/hour
Remy Crespo	SI Leader	09/11/06-06/30/07	\$12.00/hour
Evelin Farias-Ochoa	SI Leader	09/11/06-06/30/07	\$12.00/hour
Gilbert Gardiner	SI Leader	09/01/06-06/30/07	\$12.00/hour
Rachel Hinz	SI Leader	09/11/06-06/30/07	\$12.00/hour
Tiffany Jackson	SI Leader	09/11/06-06/30/07	\$12.00/hour
Alyssa Lamberte	SI Leader	09/11/06-06/30/07	\$12.00/hour
Megha Patel	SI Leader	09/11/06-06/30/07	\$12.00/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 4035</u>
John Paul Perez	SI Leader	09/01/06-06/30/07	\$12.00/hour
Kevin Robert	SI Leader	09/11/06-06/30/07	\$12.00/hour
Alicia Vazquez de Padilla	SI Leader	09/11/06-06/30/07	\$12.00/hour
Felicia Welch	SI Leader	09/11/06-06/30/07	\$12.00/hour
Stephanie Whelan	SI Leader	09/01/06-06/30/07	\$12.00/hour
Trisha Wilging	SI Leader	09/01/06-06/30/07	\$12.00/hour
Terrence Cagandahan	Stage Technician I	07/01/06-06/30/07	\$7.00/hour
Vincent DeLuccio	Stage Technician II	07/31/06-06/30/07	\$7.50/hour
Alex Acosta	Stage Technician III	07/31/06-06/30/07	\$8.50/hour
Cathleen Crowther	Stage Technician III	07/31/06-06/30/07	\$8.50/hour
Colby George	Stage Technician III	07/31/06-06/30/07	\$8.50/hour
Hector Gonzalez-Gonzalez	Student Activities Advisor	09/18/06-06/30/07	\$13.45/hour
Renee LeVesque	Theater Production Technician	07/31/06-06/30/07	\$9.25/hour
Christian Poleynard	Tutor II	08/28/06-06/30/07	\$8.00/hour
Alexander Huerta	Tutor III	09/01/06-06/30/07	\$9.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Edward Fuentes	Assistant Track Coach	01/15/07-06/30/07	\$3,423

VOLUNTEERS
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Rian Davis	Applied Technology	08/28/06-12/16/06
Andrew Healton	Applied Technology	08/28/06-12/16/06
Howard Jones	Applied Technology	08/28/06-12/16/06
Chris MacWhorter	Applied Technology	08/28/06-12/16/06
Danielle Medina	Applied Technology	08/28/06-12/16/06
Norlbrte Montoya	Applied Technology	08/31/06-12/15/06
George Rolla	Applied Technology	08/28/06-12/16/06
Phi Tong	Applied Technology	09/20/06-12/20/06
Kellyanne Achramowicz	Culinary Arts	08/28/06-12/14/06
Justin Alvis	Culinary Arts	08/28/06-12/08/06
Mack Anderstrom	Culinary Arts	08/28/06-12/14/06
Randall Bower	Culinary Arts	08/28/06-02/18/07
Nicole Cortinas	Culinary Arts	08/28/06-12/08/06
Brittany Crowder	Culinary Arts	08/28/06-12/08/06
Julie Dean	Culinary Arts	08/28/06-12/08/06
Lionel DeLeon	Culinary Arts	08/28/06-12/08/06
Jose Espinoza	Culinary Arts	08/28/06-12/08/06
Paula Fierro	Culinary Arts	08/28/06-12/14/06
Baquet Fredl	Culinary Arts	08/28/06-12/14/06
Sherelle Gaines	Culinary Arts	08/28/06-12/14/06
Josefina Gaona	Culinary Arts	08/28/06-12/14/06
Karlton Gregson	Culinary Arts	08/28/06-12/14/06
Timothy Hacker	Culinary Arts	08/28/06-12/08/06
Seth Hade	Culinary Arts	08/28/06-12/08/06
Christine Hall	Culinary Arts	08/28/06-12/08/06
Emily Hartop	Culinary Arts	08/28/06-12/08/06
Kody Havener	Culinary Arts	08/28/06-12/08/06
Diane Haywood-Frazier	Culinary Arts	08/28/06-12/08/06
Felicia Hessler	Culinary Arts	08/28/06-12/08/06
Autumn Hodges	Culinary Arts	08/28/06-12/08/06
Richard Hollenbeck	Culinary Arts	08/28/06-12/14/06
Mary Khattar	Culinary Arts	08/28/06-12/14/06
Daniel Landin	Culinary Arts	08/28/06-12/14/06
Megan Lawhorn	Culinary Arts	08/28/06-12/08/06
Kathrine Leats	Culinary Arts	08/28/06-12/08/06
Francisco Lira	Culinary Arts	08/28/06-12/14/06
Ava Love	Culinary Arts	08/28/06-12/08/06
Yolanda Love	Culinary Arts	08/28/06-12/14/06
Andrew Manchego	Culinary Arts	08/28/06-12/14/06
Greg Marshall	Culinary Arts	08/28/06-12/14/06
Ann Martinez	Culinary Arts	08/28/06-12/14/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Loretta McDaniel	Culinary Arts	08/28/06-12/08/06
Arielle McMullen	Culinary Arts	08/28/06-12/14/06
William Meredith	Culinary Arts	08/28/06-12/14/06
Erin Nelson	Culinary Arts	08/28/06-12/14/06
Christopher Patalano	Culinary Arts	08/28/06-12/08/06
John Popa	Culinary Arts	08/28/06-12/14/06
Mackenzie Riffle	Culinary Arts	08/28/06-12/14/06
Rhoda Ponder	Culinary Arts	08/28/06-12/08/06
Christian Quiroz	Culinary Arts	08/28/06-12/08/06
Michaela Roper	Culinary Arts	08/28/06-12/14/06
Jonathan Sanchez	Culinary Arts	08/28/06-12/08/06
Jose Santos	Culinary Arts	08/28/06-12/14/06
Fabian Serafin	Culinary Arts	08/28/06-12/14/06
Martin Sferrazza	Culinary Arts	08/28/06-12/08/06
Hugo Silva	Culinary Arts	08/28/06-12/14/06
Sapientia Uwanyirigira	Culinary Arts	08/28/06-12/14/06
Paul Valencia	Culinary Arts	08/28/06-12/14/06
Christine Velazco	Culinary Arts	08/28/06-12/08/06
Albert Verdin	Culinary Arts	08/28/06-12/08/06
Allison Walker	Culinary Arts	08/28/06-12/08/06
Connie Westervoorde	Culinary Arts	08/28/06-12/08/06
Jacilyn Ademe	Health, Human & Public Services	08/28/06-02/28/07
Perekeme Akamande	Health, Human & Public Services	08/28/06-02/28/07
Louie Balinao	Health, Human & Public Services	08/28/06-02/28/07
Brenda Benford	Health, Human & Public Services	08/28/06-02/28/07
Teresa Chase	Health, Human & Public Services	08/28/06-02/28/07
Anna Marie Goc-Ong	Health, Human & Public Services	08/28/06-02/28/07
Miana Graves	Health, Human & Public Services	08/28/06-02/28/07
Helma Guinn	Health, Human & Public Services	08/28/06-02/28/07
Alfonso Guzman	Health, Human & Public Services	08/28/06-02/28/07
Miya Henderson	Health, Human & Public Services	08/28/06-02/28/07
Joeben Jarencio	Health, Human & Public Services	08/28/06-02/28/07
Leticia Lopez	Health, Human & Public Services	08/28/06-02/28/07
Joyce Lovell	Health, Human & Public Services	09/13/06-12/13/06
Dawnisha McDonald	Health, Human & Public Services	08/28/06-02/28/07
Leslie Moore	Health, Human & Public Services	08/28/06-02/28/07
Phuongly Nguyen	Health, Human & Public Services	08/28/06-02/28/07
Diana Reyes	Health, Human & Public Services	08/28/06-02/28/07
Ariana Robles	Health, Human & Public Services	08/28/06-02/28/07
Karanjit Singh	Health, Human & Public Services	08/28/06-02/28/07
Danika Thomas	Health, Human & Public Services	08/28/06-02/28/07

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Ahmad Zameer	Health, Human & Public Services	08/28/06-02/28/07
Doreen Bartels	Performance Riverside	09/01/06-02/28/07
Carol Billman	Performance Riverside	09/01/06-02/28/07
Millie Borges	Performance Riverside	09/01/06-02/28/07
David Bowker	Performance Riverside	09/01/06-02/28/07
Ofelia Breckenridge	Performance Riverside	09/01/06-02/28/07
Geneva Carreon	Performance Riverside	09/01/06-02/28/07
Pat Carrillo	Performance Riverside	09/01/06-02/28/07
Barbara Chapman	Performance Riverside	09/01/06-02/28/07
Michael Charles	Performance Riverside	09/01/06-02/28/07
Marcella Cook	Performance Riverside	09/01/06-02/28/07
Margaret Duff	Performance Riverside	09/01/06-02/28/07
Rosamond Fessenden	Performance Riverside	09/01/06-02/28/07
L. Frost	Performance Riverside	09/01/06-02/28/07
Diana Golbaf	Performance Riverside	09/01/06-02/28/07
Patricia Gonzalez	Performance Riverside	09/01/06-02/28/07
Dan Hantman	Performance Riverside	09/01/06-02/28/07
Karen Harvey	Performance Riverside	09/01/06-02/28/07
Lois Hess	Performance Riverside	09/01/06-02/28/07
Kay Holzrichter	Performance Riverside	09/01/06-02/28/07
Barbara Khacherian	Performance Riverside	09/01/06-02/28/07
Kurt Khacherian	Performance Riverside	09/01/06-02/28/07
Vahan Khacherian	Performance Riverside	09/01/06-02/28/07
Karen Knox	Performance Riverside	09/01/06-02/28/07
Hattie Lomayesva	Performance Riverside	09/01/06-02/28/07
Maureen Meredith	Performance Riverside	09/01/06-02/28/07
Christina Miller	Performance Riverside	09/01/06-02/28/07
Robert Miller, Jr.	Performance Riverside	09/01/06-02/28/07
William Monachan	Performance Riverside	09/01/06-02/28/07
Lenore Monaghan	Performance Riverside	09/01/06-02/28/07
Jacquie Pianalto	Performance Riverside	09/01/06-02/28/07
Robert Pianalto	Performance Riverside	09/01/06-02/28/07
Daryl Salmon	Performance Riverside	09/01/06-02/28/07
LeeAnn Salmon	Performance Riverside	09/01/06-02/28/07
Pat Schmidt	Performance Riverside	09/01/06-02/28/07
Barbara Seifert	Performance Riverside	09/01/06-02/28/07
Marcella Shackbein	Performance Riverside	09/01/06-02/28/07
Beverly Shelton	Performance Riverside	09/01/06-02/28/07
Glenn Shelton	Performance Riverside	09/01/06-02/28/07
Karen Shelton	Performance Riverside	09/01/06-02/28/07
Scott Shelton	Performance Riverside	09/01/06-02/28/07
Judy Smith	Performance Riverside	09/01/06-02/28/07

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Leona Swindle	Performance Riverside	09/01/06-02/28/07
Ines Taylor	Performance Riverside	09/01/06-02/28/07
Paulette Wetzel	Performance Riverside	09/01/06-02/28/07
Firdaus Ikram	Student Services	10/02/06-04/02/07
Yuliya Olimpiadi	Tutorial Services	10/09/06-04/09/07

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Acierto, Daniel	Student Worker	Tutorial Services - MOV	08/15/06	19-4
Aguila, Norma	Student Worker	College Safety & Police - RIV	09/20/06	19-4
Albrecht, Anthony	Student Worker	Instructional Media Center - NOR	08/30/06	19-4
Alexander, Nathan	Student Worker	Tutorial Services - MOV	09/11/06	19-4
Alhaj, Sabren	Student Worker	Early Childhood Studies - MOV	09/11/06	19-4
Alvarez, Nathalie	Student Worker	International Students Program - RIV	08/23/06	19-4
Bacon, Tiffany	Student Worker	Tutorial Services - RIV	09/20/06	19-4
Bailey, Megan	Student Worker	Tutorial Services - NOR	08/30/06	19-4
Baker, Troy	Student Worker	Outreach - RIV	09/14/06	19-4
Blair, Trina	Student Worker	English Writing Center - RIV	08/21/06	19-4
Bookin, Sonja	Student Worker	Disabled Students Prog & Services - RIV	08/30/06	19-4
Borgen II, Orville	Student Worker	English Writing Center - RIV	09/28/06	19-4
Brizuela, Laura	Student Worker	Library - RIV	08/04/06	19-4
Broussard, Ashley	Student Worker	Instructional Media Center - NOR	08/30/06	19-4
Burton, Alan	Student Worker	Fine & Performing Arts - RIV	09/25/06	19-4
Burton, Maera	Student Worker	Fine & Performing Arts - RIV	09/25/06	19-4
Cano, Michael	Student Worker	Disabled Students Prog & Services - RIV	09/26/06	19-4
Chen, Hung	Student Worker	CHSS - MOV	09/26/06	19-4
Cho, Ei Ei	Student Worker	Early Childhood Studies - RIV	09/18/06	19-4
Clifford, Emily	Student Worker	Early Childhood Studies - RIV	09/15/06	19-4
Coats, James	Student Worker	Tutorial Services - RIV	09/28/06	19-4
Cousins, Casey	Student Worker	Fine & Performing Arts - RIV	09/28/06	19-4
Curry, Nachole	Student Worker	Tutorial Services - MOV	09/11/06	19-4
Curteman, Jeremy	Student Worker	Instructional Media Center - RIV	08/30/06	19-4
Deompoc, Babymaricris	Student Worker	Tutorial Services - MOV	09/26/06	19-4
Despain, Travis	Student Worker	Tutorial Services - NOR	08/15/06	19-4
Doran, Briana	Student Worker	Tutorial Services - RIV	09/26/06	19-4
Dorsey, Vernise	Student Worker	Outreach - RIV	09/26/06	19-4
Druzic, Enisa	Student Worker	Tutorial Services - RIV	09/26/06	19-4
Duran, Johnnathen	Student Worker	Outreach - RIV	09/19/06	19-4
Duran, Joshua	Student Worker	Journalism - RIV	09/25/06	19-4
Fausett, Kayla	Student Worker	Early Childhood Studies - RIV	09/15/06	19-4
Ferreira, Andreace	Student Worker	Tutorial Services - NOR	08/30/06	19-4
Gonzales, Michael	Student Worker	Student Co-Curricular Activities - RIV	09/06/06	19-4
Gonzalez, Constantino	Student Worker	Outreach - RIV	08/14/06	19-4
Gould, Michelle	Student Worker	Tutorial Services - RIV	09/19/06	19-4
Gribben, Brittanie	Student Worker	Tutorial Services - RIV	09/26/06	19-4
Guerrero, Andrea	Student Worker	Student Co-Curricular Activities - RIV	09/25/06	19-4
Guevara, Juan	Student Worker	Instructional Media Center - RIV	09/26/06	19-4
Hachee, Patrick	Student Worker	Tutorial Services - RIV	09/25/06	19-4
Hamada, Kazuhiro	Student Worker	Tutorial Services - RIV	09/18/06	19-4

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Hamrick, Kenneth	Student Worker	Tutorial Services - MOV	09/11/06	19-4
Hernandez, Francisco	Student Worker	Instructional Media Center - MOV	08/21/06	19-4
Hernandez, Michael	Student Worker	Tutorial Services - RIV	09/25/06	19-4
Hoyt, Tamara	Student Worker	Information Systems & Tech - RIV	09/11/06	19-4
Huiet, Brianna	Student Worker	Tutorial Services - RIV	09/20/06	19-4
Hutchinson, Jonathan	Student Worker	Tutorial Services - MOV	09/25/06	19-4
Jo, Hyunseok	Student Worker	Center for International Trade Develop	07/03/06	19-4
Job, Jeremiah	Student Worker	Fine & Performing Arts - RIV	09/28/06	19-4
Jones, Rachel	Student Worker	Fine & Performing Arts - RIV	09/25/06	19-4
Kalinich, Steven	Student Worker	Swimming - RIV	09/26/06	19-4
Kalson, William	Student Worker	Center for International Trade Develop	07/05/06	19-4
Kurnia, Idris	Student Worker	Tutorial Services - RIV	09/20/06	19-4
Lambros, Daniel	Student Worker	Instructional Media Center - NOR	08/30/06	19-4
Lapid, Maria	Student Worker	Tutorial Services - NOR	08/30/06	19-4
Lopez, Norma	Student Worker	Mathematics - RIV	08/29/06	19-4
Lowder, Scott	Student Worker	Mathematics - RIV	08/14/06	19-4
Martinez, Jimmy	Student Worker	Instructional Media Center - MOV	08/21/06	19-4
McLaughlin, Jessica	Student Worker	Swimming - RIV	09/25/06	19-4
Metcalfe, George	Student Worker	Tutorial Services - RIV	09/25/06	19-4
Montoya, Tabitha	Student Worker	Library - RIV	09/06/06	19-4
Morceli, Meriem	Student Worker	Tutorial Services - RIV	09/26/06	19-4
Mowcomber, Laura	Student Worker	Tutorial Services - NOR	09/26/06	19-4
Mulya, Putri	Student Worker	Instructional Media Center - NOR	08/21/06	19-4
Nara, Varonifer	Student Worker	Tutorial Services - MOV	08/15/06	19-4
Nieto, Alejandra	Student Worker	Tutorial Services - RIV	09/25/06	19-4
Noriega, Carlos	Student Worker	Fine & Performing Arts - RIV	09/26/06	19-4
Ochoa, Elizabeth	Student Worker	Tutorial Services - MOV	09/25/06	19-4
Okpo, Onyekachim	Student Worker	International Students Program - RIV	08/18/06	19-4
Olivares, Jose	Student Worker	Tutorial Services - RIV	09/26/06	19-4
Omiyale, Michael	Student Worker	College Safety & Police - RIV	09/28/06	19-4
Paschke, Joshua	Student Worker	Outreach - RIV	08/18/06	19-4
Pate, Jordan	Student Worker	Tutorial Services - NOR	08/30/06	19-4
Pearson, Jeffery	Student Worker	Fine & Performing Arts - RIV	09/14/06	19-4
Pena, Regina	Student Worker	Library - MOV	09/18/06	19-4
Perez, Cynthia	Student Worker	Mathematics - RIV	08/15/06	19-4
Pham, Kathy	Student Worker	Library - NOR	09/25/06	19-4
Prins, Jennifer	Student Worker	Tutorial Services - RIV	09/26/06	19-4
Quach, Anh	Student Worker	Mathematics - RIV	09/11/06	19-4
Quach, Kim	Student Worker	Tutorial Services - NOR	09/06/06	19-4
Quinones, Juliana	Student Worker	Fine & Performing Arts - RIV	09/25/06	19-4
Rahman, Mohammad	Student Worker	Mathematics - RIV	08/15/06	19-4

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Reed, Robert	Student Worker	Fine & Performing Arts - RIV	09/14/06	19-4
Reynoso, Ryan	Student Worker	Instructional Media Center - NOR	08/15/06	19-4
Rivera, Christina	Student Worker	Early Childhood Studies - RIV	09/15/06	19-4
Salcido, Christopher	Student Worker	Fine & Performing Arts - RIV	09/14/06	19-4
Sawairi, Setsuko	Student Worker	Health Services - RIV	09/28/06	19-4
Scott-Jones, Elizabeth	Student Worker	Tutorial Services - RIV	09/19/06	19-4
Sepulveda, J R	Student Worker	Instructional Media Center - MOV	09/26/06	19-4
Shelton, Scott	Student Worker	College Safety & Police - RIV	09/20/06	19-4
Stoever, Christopher	Student Worker	Disabled Students Prog & Services - RIV	09/11/06	19-4
Sullivan, Drew	Student Worker	Fine & Performing Arts - RIV	09/25/06	19-4
Thimmes, Isaac	Student Worker	CHSS - MOV	09/11/06	19-4
Traymany, Sisouphanh	Student Worker	Tutorial Services - MOV	09/25/06	19-4
Turner, Dywane	Student Worker	Information Systems & Tech - RIV	09/06/06	19-4
Underwood, Timothy	Student Worker	Tutorial Services - MOV	09/25/06	19-4
Vargas, Johanna	Student Worker	Tutorial Services - MOV	08/15/06	19-4
Villa Jr., Gilbert	Student Worker	Tutorial Services - MOV	09/11/06	19-4
Villalta, Sara	Student Worker	Instructional Media Center - MOV	09/06/06	19-4
Wilson, Alicia	Student Worker	Dance - RIV	08/30/06	19-4
Wolf, Carina	Student Worker	Tutorial Services - RIV	09/28/06	19-4
Yamaguchi, Daisuke	Student Worker	International Students Program - RIV	08/29/06	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Allen, Brandon	Student Worker	College Safety & Police - RIV	09/21/06	19-4
Anderson, Robin	Student Worker	Student Activities - NOR	08/10/06	19-4
Applewhite, Claudette	Student Worker	Serrano Elementary - CS	09/13/06	19-4
Arriola, Maximo	Student Worker	Art Gallery - RIV	09/21/06	19-4
Belmonte, Manuel	Student Worker	Early Childhood Studies - MOV	09/18/06	19-4
Benson, Carolyn	Student Worker	EOPS - MOV	08/03/06	19-4
Bland, Sandra	Student Worker	Student Activities - MOV	08/31/06	19-4
Cadenas, Kathleen	Student Worker	Early Childhood Studies - RIV	09/21/06	19-4
Calhoun, Taneika	Student Worker	Athletics - RIV	09/14/06	19-4
Carr, Amber	Student Worker	Faculty Development - RIV	09/29/06	19-4
Clark, Jennifer	Student Worker	Foundation - RIV	09/25/06	19-4
Clemente, Ian	Student Worker	Counseling - RIV	08/14/06	19-4
Cooley, Donna	Student Worker	Early Childhood Studies - AMR	08/31/06	19-4
Corral Flores, Silvestre	Student Worker	College Program Support - RIV	09/25/06	19-4
Crain, Jimmie	Student Worker	College Safety & Police - RIV	09/19/06	19-4
Curry, Nachole	Student Worker	Victoriano Elementary - AMC	08/31/06	19-4
Curry, Natasha	Student Worker	Victoriano Elementary - AMC	08/31/06	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Dandy, Anthony	Student Worker	Athletics - RIV	09/14/06	19-4
Davis, Shanell	Student Worker	Health Services - MOV	08/16/06	19-4
De La Rosa, Valerie	Student Worker	Disabled Student Prog & Services - RIV	09/18/06	19-4
Dees, Damon	Student Worker	Athletics - RIV	08/03/06	19-4
Deluccio, Vincent	Student Worker	Performance Riverside - RIV	08/31/06	19-4
Drachenberg, Karoline	Student Worker	Eastside Cybrary Connection - LT	09/29/06	19-4
Duer, Karl	Student Worker	Applied Technology/Auto Tech - RIV	08/14/06	19-4
Edick, Brien	Student Worker	Administrative Support Center - RIV	08/31/06	19-4
Edwards, Mikeshaya	Student Worker	Athletics - RIV	09/14/06	19-4
Engleman, Matthew	Student Worker	Magnolia Elementary - AMR	09/14/06	19-4
Flores, Jorge	Student Worker	College Program Support - RIV	08/30/06	19-4
Foster, Rawsheta	Student Worker	Applied Technology/Culinary Acad - RIV	08/31/06	19-4
Galindo, Christina	Student Worker	Magnolia Elementary - AMC	09/25/06	19-4
Garcia, Lizbeth	Student Worker	Hendrick Ranch - AMC	09/14/06	19-4
Garcia-Chavez, Jose	Student Worker	Administrative Support Center - RIV	08/30/06	19-4
Gomez Ruvalcaba, Maricruz	Student Worker	Counseling - RIV	09/14/06	19-4
Gonzalez, Anna	Student Worker	Riverside Metropolitan Museum - CS	08/30/06	19-4
Guevara, Monica	Student Worker	Outreach - MOV	09/14/06	19-4
Haro, Belia	Student Worker	Student Co-Curricular Activities - RIV	09/15/06	19-4
Harper, Tarsha	Student Worker	Student Activities - MOV	08/31/06	19-4
Herrera, Salvador	Student Worker	Instructional Media Center - NOR	08/03/06	19-4
Hill, Kristiahnia	Student Worker	Riverside Metropolitan Museum - CS	09/14/06	19-4
Howard, Lateefah	Student Worker	Educational Talent Search - MOV	09/15/06	19-4
Howell, LaTanya	Student Worker	Riverside Metropolitan Museum - CS	08/03/06	19-4
Humphrey, Tremann	Student Worker	Student Activities - MOV	09/18/06	19-4
Hutchinson, La Shay	Student Worker	The Growing Place - AMR	08/03/06	19-4
Izarraras, Juana	Student Worker	Career Transfer Center - MOV	08/30/06	19-4
Jenkins, Andrew	Student Worker	Athletics - RIV	09/18/06	19-4
Kaiser, Kelli	Student Worker	College Program Support - RIV	08/29/06	19-4
Loder, Sara	Student Worker	Dance - RIV	08/31/06	19-4
Long, Julia	Student Worker	Moreno Elementary - AMR	09/18/06	19-4
Lucas, James	Student Worker	Eastside Cybrary Connection - LT	08/03/06	19-4
Lucas, James	Student Worker	Eastside Cybrary Connection - LT	08/03/06	19-4
McAteer, Joseph	Student Worker	Administrative Support Center - RIV	08/31/06	19-4
Miles, Twyla	Student Worker	Library - MOV	09/29/06	19-4
Mohamed, Mohamed	Student Worker	Student Co-Curricular Activities - RIV	09/18/06	19-4
Moltz, Kaitlin	Student Worker	Riverside Metropolitan Museum - CS	08/14/06	19-4
Moreno Alba, Jorge	Student Worker	Career Transfer Center - MOV	09/07/06	19-4
Nau, Ilaisaane	Student Worker	Sunnymeadows Elementary - CS	09/14/06	19-4
Ocasio, Jose	Student Worker	College Safety & Police - RIV	09/29/06	19-4
O'Rourke, Mary Ann	Student Worker	Disabled Student Prog & Services - RIV	08/30/06	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Parent, Morgan	Student Worker	Counseling - RIV	08/31/06	19-4
Perez Reyes, Mireya	Student Worker	Leading Edge - AMC	09/14/06	19-4
Perez, Susana	Student Worker	Educational Talent Search - MOV	08/30/06	19-4
Pettis, Kaleigh	Student Worker	The Growing Place - AMR	09/18/06	19-4
Pierre, Rivelino	Student Worker	Athletics - RIV	09/29/06	19-4
Reyes, David	Student Worker	UCR/California Museum of Photo - CS	07/31/06	19-4
Rivera, Beatriz	Student Worker	Counseling - RIV	09/11/06	19-4
Roberson-Smith, Sucoya	Student Worker	Early Childhood Studies - MOV	08/14/06	19-4
Rodrigues, Rebecca	Student Worker	Early Childhood Studies - NOR	08/14/06	19-4
Ruiz, Gustavo	Student Worker	College Safety & Police - RIV	09/19/06	19-4
Ruiz, Krystle	Student Worker	President's Office - RIV	08/14/06	19-4
Salazar Cifuentes, Sulmy	Student Worker	Butterfield Elementary - CS	08/30/06	19-4
Samel, Cassy	Student Worker	Health Services - RIV	08/14/06	19-4
Sanchez, Arturo	Student Worker	Disabled Student Prog & Services - MOV	09/29/06	19-4
Sandoval, Danielle	Student Worker	Early Childhood Studies - RIV	08/30/06	19-4
Santos, Araceli	Student Worker	Midland Elementary - CS	08/31/06	19-4
Shirley, Samantha	Student Worker	Educational Talent Search - MOV	09/25/06	19-4
Simpson, Mark	Student Worker	Athletics - RIV	08/31/06	19-4
Teran Santos, Maria	Student Worker	Student Activities - MOV	08/31/06	19-4
Thissen, Paul	Student Worker	Riverside Metropolitan Museum - CS	09/18/06	19-4
Tomlinson, Sarah	Student Worker	Counseling - RIV	09/14/06	19-4
Torres, Cynthia	Student Worker	Early Childhood Studies - NOR	08/03/06	19-4
Umezurike, Candace	Student Worker	Counseling - MOV	09/19/06	19-4
Urrutia, Jessica	Student Worker	Middle College - MOV	09/07/06	19-4
Vanden Berge, Shelley	Student Worker	Early Childhood Studies - RIV	08/30/06	19-4
Vargas, Anet	Student Worker	Early Childhood Studies - NOR	08/14/06	19-4
Villegas Ortega, Ana	Student Worker	Vista Heights Middle School - AMC	09/25/06	19-4
Wairimu, Jane	Student Worker	Nursing Education - RIV	09/29/06	19-4
Weathers Jr. Tommy	Student Worker	Athletics - RIV	08/21/06	19-4
Weber, Alan	Student Worker	Athletics - RIV	08/31/06	19-4
Williams, Jessica	Student Worker	Counseling - RIV	08/31/06	19-4
Williams, Robin	Student Worker	College Safety & Police - RIV	09/19/06	19-4
Yerena, Omar	Student Worker	Mathematics - RIV	09/20/06	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-2

Date: October 17, 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 \$2,130,933 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 82893-87233) totaling \$6,312,032 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 \$2,130,933 and District Warrant Claims totaling \$6,312,032.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
B0001021	11	Culinary Academy	Riverside Community College	Other Supplies	3,000
B0001022	11	Customized Solutions	Boylin Management Institute	Other Services-Training	4,950
B0001023	11	Library	Gaylord Bros., Inc.	Other Supplies	4,500
B0001024	11	Learning Resource Center, Norco	Corporate Express	Other Supplies	1,000
B0001025	11	Applied Technology	Harbor Freight Tools	Instructional Supplies	1,100
B0001029	11	Applied Technology	Hopper Shop Equipment	Instructional Supplies	1,700
B0001030	11	Applied Technology	Callahan Automotive Information Sys	Reference Books	2,000
B0001032	11	Applied Technology	Snap On Tools Industrial Sales	Instructional Supplies	1,500
B0001034	11	Applied Technology	Cadet Uniform Supply	Towel Service	1,435
B0001035	11	Applied Technology	Golden West Oil Co., Inc.	Other Services-Petroleum Services	1,050
B0001038	11	Culinary Academy	Bakemark USA	Instructional Supplies	5,750
B0001039	12	Campus Police	Siemens Building Technologies, Inc.	Other Services-Alarm Monitoring	4,345
B0001040	11	Applied Technology	Aztec Uniform & Towel Rental Inc	Rents and Leases	5,500
B0001042	12	Disabled Student Services, Norco	Office Depot	Other Supplies	1,000
B0001043	11	Information Services	Corporate Express Imaging	Other Supplies	2,000
B0001045	12	Workforce Preparation	Mt. San Jacinto Community	Instructional Supplies	1,000
B0001047	11	Performance Riverside	Vargo, Karen	Professional Services	2,500
B0001050	11	Mathematics, Science & PE, MV	Reliable Office Solutions	Other Supplies	1,000
B0001051	11	District	Clayson Mann Yaeger & Hansen	Legal	20,000
B0001052	11	Applied Technology	B & H Photo - Video	Instructional Supplies	1,000
B0001054	11	Applied Technology	Freestyle Photographic Supplies	Instructional Supplies	1,500
B0001055	11	Administrative Support Center	United States Postal Service	Postage	20,000
B0001056	11	Finance	Riverside County Office of Ed	County Contracts-Data Processing	115,000
B0001057	12	Community & Economic Development	Reliable Office Solutions	Other Supplies	1,000
B0001058	11	Customized Solutions	Global Learning Partners, Inc.	Other Services-Training	4,000
B0001059	32	Food Services	Culligan	Other Services-Water Conditioning	4,000
B0001062	11	Learning Resource Center	Films for The Humanities & Sciences	Instr Media Material	5,000
B0001063	12	Library	Thomson West	Books/New and Expanded Library	1,440
B0001065	12	Teacher Preparation	Barnes & Noble	Other Supplies	3,000
B0001067	11	RCCD Foundation	Synergistic Mailing Services	Other Services-Mailing	5,000
B0001069	11	Admissions & Records, MV	Card Integrators	Other Supplies	1,250

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
B0001070	12	Health Services	GlaxoSmithKline Financial Inc	Health Supplies	1,000
B0001072	12	Workforce Preparation	Sunward Adventures	Conferences	1,000
B0001073	12	Workforce Preparation	Sunward Adventures	Conferences	1,000
B0001074	11	Performing Arts	Theatre Company, The	Costume Rentals	1,200
B0001075	11	Life Sciences	Fisher Scientific	Instructional Supplies	4,000
B0001086	11	RCCD Foundation	Xerox	Other Supplies	1,000
B0001088	11	Dean of Instruction, Norco	Bonnie's Country Bakery & Cafe	Other Supplies	2,000
B0001090	12	VTEA	EDA Culinary Academy	Other Supplies	1,000
B0001092	11	Performing Arts	Shattering Music	Instructional Supplies	2,000
B0001094	11	Performance Riverside	Dynasty Suites Hotel	Other Travel Expenses	5,000
B0001096	11	Health,Human & Public Services, MV	Henry Schein Inc.	Instructional Supplies	3,500
B0001099	12	Workforce Preparation	ARCO Am/Pm	Other Services - FYEP Living Exp	2,000
B0001101	11	Performing Arts	Fred J Miller, Inc.	Instructional Supplies	6,300
B0001102	32	Food Services	Ralph's Grocery Company	Food	1,500
B0001103	12	EOPS	Barnes & Noble	Book Grants	83,033
B0001106	12	Library, Norco	Midwest Library Service	Books/New and Expanded Library	30,000
B0001107	12	Library, MV	Midwest Library Service	Books/New and Expanded Library	30,000
B0001108	12	Library, Riv	Midwest Library Service	Books/New and Expanded Library	84,350
B0001109	32	Food Services	Bryan Exhaust Service Inc.	Repairs - Parts	2,900
B0001111	11	Customized Solutions	Boylin Management Institute	Other Services-Training	1,200
B0001112	11	Performance Riverside	Senior, Clifford	Theatre Supplies	2,290
B0001115	12	Dean of Education	Smart & Final	Other Supplies	1,000
B0001118	11	Library, Norco	Gaylord Bros., Inc.	Other Supplies	2,797
B0001119	11	Health,Human & Public Services, MV	Pinnacle Products, Inc.	Instructional Supplies	1,000
B0001120	11	Library, MV	Gaylord Bros., Inc.	Other Supplies	3,200
B0001122	11	Communications, MV	Corporate Express Imaging	Instructional Supplies	1,000
B0001124	11	Applied Technology	Complete Welding & Cutting Supplies	Instructional Supplies	3,000
C0001179	11	Performance Riverside	Liskey, Renee	Assistant Choreographer	1,500
C0001180	11	Health,Human & Public Services, MV	Lifesigns, Inc.	Sign Language Interpreters	18,500

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
C0001181	12	School of The Arts	Stevenson, Sarah	Curriculum Development Research	4,700
C0001182	12	School of The Arts	Wilson, Karen	Consultant - African American Culture	3,000
C0001183	11	Administrative Support Center	Oce Financial Services, Inc.	Oce Contract for Lease Copiers	122,157
C0001184	12	Campus Police	Market-Based Solutions, Inc	Emission Credits	40,325
C0001185	11	Customized Solutions	Lean Solutions Manufacturing Consultants	Other Services-Training	3,200
C0001186	11	District	Thompson & Colegate LLP	Legal Services	50,000
C0001187	11	District	Burke, Williams and Sorensen LLP	Legal Services	50,000
C0001188	12	Workforce Preparation	Knight, Katherine	Workshop Presenter - Foster Care Ed	1,500
C0001189	12	Community & Economic Development	March Joint Powers Authority	Lease/Rent for MEC	34,501
C0001190	12	Community & Economic Development	City of Moreno Valley	Room/ Equipment Rental	2,035
C0001191	41	Facilities, MV	KCT Consultants, Inc.	Field Surveys and Base Mapping	8,000
C0001192	11	Performance Riverside	Tessier, Jean-Yves	Lighting Designer	6,600
C0001193	11	Performance Riverside	Lemaster, Don	Musical Director	5,000
C0001194	11	Performance Riverside	Krinke, Lynda	Costume Designer	2,000
C0001195	11	Performance Riverside	Himrichsen, Greg	Director	4,000
C0001196	12	Life Sciences	Regents - UC	Water Quality Research Grant	59,027
C0001197	12	Occupational Education	Jurupa Unified School Dist	On-Site Director Early HS	75,194
C0001198	12	Workforce Preparation	Runnels, Michelle	Workshop Presenter - Foster Care Ed	1,500
C0001199	12	Workforce Preparation	Samano, Teresa	Workshop Presenter - Foster Care Ed	1,200
C0001200	12	Workforce Preparation	Crain, Dan	Workshop Presenter - Foster Care Ed	3,000
C0001201	12	Workforce Preparation	Stephan, Victoria	Workshop Presenter - Foster Care Ed	3,000
C0001202	12	Dean of Instruction	City of Riverside	Casa Blanca Facility Use	12,000
C0001203	41	Facilities	KCT Consultants, Inc.	Nursing Sciences Building Project	7,500
P0004673	12	Campus Student Services, Norco	Marriott	Conferences	1,163
P0004674	12	Campus Student Services, Norco	Marriott	Conferences	2,041
P0004678	12	Campus Student Services, Norco	Marriott	Conferences	2,041
P0004680	11	Grants & Contract Services	Hyatt Regency	Conferences	1,731
P0004683	11	Facilities	Advanced Electrical Contracting Inc	Remodel Projects	1,944
P0004685	11	Performing Arts	CDW-G	Instructional Supplies	3,796
P0004689	12	Workforce Preparation	Aquarian Enterprises Inc	Rents and Leases	1,800

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
P0004697	11	Public Affairs & Institutional Advance	Synergistic Mailing Services	Other Services-Mailing	5,895
P0004698	11	Performance Riverside	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,859
P0004719	12	Teacher Preparation	Regents - UC	Other Services-Copernicus Science Program	8,109
P0004727	11	President, Norco	Big Red Apple	Rents and Leases	2,721
P0004734	11	Affirmative Action	Pip Printing of Riverside	Copying and Printing	1,401
P0004735	11	Applied Technology	Alan Gordon Enterprises, Inc	Instructional Supplies	1,194
P0004737	12	Workforce Preparation	Whittenburg, Willetta	Rents and Leases	1,000
P0004743	12	VTEA	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,697
P0004752	11	Student Services	Domagalski, Joe	Other Services-Basketball Tournament	1,000
P0004753	11	Student Services	JC Ball Enterprises, Inc.	Other Services-Athletic Game Assistants	2,275
P0004754	11	Vice President Educational Services, Nor	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	2,621
P0004756	12	Health, Human & Public Services, MV	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,564
P0004761	11	Administrative Support Center	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,574
P0004769	12	Student Services, MV	Briggs, Trinette	Conferences	1,406
P0004775	11	Board of Trustees	Takano, Mark	Other Travel Expenses	2,549
P0004776	11	Board of Trustees	Figueroa, Mary	Other Travel Expenses	2,549
P0004778	11	Public Affairs & Institutional Advance	SmartRiverside	Other Services-Annual Support	5,000
P0004785	11	Human Resources	Liebert Cassidy Whitmore	Memberships	2,500
P0004794	11	Matriculation	AACRAO	Conferences	1,095
P0004797	12	Facilities Norco	AMS Paving, Inc.	Construction Contract	5,000
P0004808	11	Performing Arts	Big Bear Management, Inc	Rents and Leases	3,500
P0004814	12	Life Sciences	McBain Instruments	Equip Additional \$200-\$4999	26,300
P0004815	11	Athletics	Chem Mark	Laundry and Cleaning	1,799
P0004823	12	Matriculation	DiThomas, Deborah	Conferences	1,099
P0004825	12	President, Norco	Bridges.Com	Computer Software Maint/License	1,383
P0004827	12	Grants & Contract Services	Barnes & Noble	Instructional Supplies	2,577
P0004828	12	President, Norco	Dieckmeyer, Diane	Conferences	1,313
P0004829	12	Workforce Preparation	Riverside Transit Agency	Transportation/Bus Passes	1,032
P0004830	11	RCCD Foundation - Norco	Riverside Personnel Services, Inc.	Temporary Services	1,333
P0004830	11	RCCD Foundation - MV	Riverside Personnel Services, Inc.	Temporary Services	1,333

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
P0004833	11	Information Services	Datatel, Inc.	Conferences	1,350
P0004835	11	Learning Resource Center	Omnimusic	Other Services-Blanket Music License	1,600
P0004837	11	Open Campus	Dallas County Community College	Other Services-TV Course Student Fees	2,310
P0004842	12	Teacher Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,789
P0004848	11	Performing Arts	First Congregational Church	Rents and Leases	1,350
P0004850	12	Chemistry	Sargent-Welch	Other Supplies	1,882
P0004851	12	Chemistry	Spectrum Chemicals & Lab Products	Equip Additional \$200-\$4999	2,459
P0004852	12	Chemistry	Sy Nielson Service, Inc	Equip Additional \$200-\$4999	3,506
P0004858	11	Board of Trustees	Hispanic Association of Colleges &	Other Travel Expenses	1,300
P0004859	11	Information Services	Datatel, Inc.	Conferences	4,700
P0004881	12	Workforce Preparation	Target	Other Services-FYEP Living Exp	2,000
P0004882	12	Workforce Preparation	Stater Bros. Markets	Other Services-FYEP Living Exp	1,000
P0004907	12	School of The Arts	St. Peters, Susan A.	Conferences	1,029
P0004909	11	Applied Technology	Gall, Nancy	Conferences	1,302
P0004917	11	Academic Affairs	Riverside Marriott	Conferences	2,628
P0004918	11	Board of Trustees	Figueroa, Mary	Other Travel Expenses	1,268
P0004920	11	Information Services	Herman, Richard	Conferences	1,068
P0004925	12	School of The Arts	Rey O'Day	Conferences	1,825
P0004928	12	School of The Arts	Quin, Carolyn	Conferences	1,780
P0004929	12	Workforce Preparation	Salon Success Academy	Other Services-Student Fees	1,002
P0004930	12	Communications, MV	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	29,282
P0004931	12	School of The Arts	Quin, Carolyn	Conferences	1,450
P0004934	11	Information Services	Watts, Theka (Beth)	Conferences	1,068
P0004936	11	Chancellor's Office	Rotella, Salvatore G.	Conferences	2,500
P0004937	11	Matriculation	DiThomas, Deborah	Conferences	1,210
P0004939	12	Workforce Preparation	Wal-Mart	Other Services-FYEP Living Exp	3,000
P0004940	12	Physical Science	Telescopes.Com	Equip Additional \$200-\$4999	3,797
P0004943	12	Teacher Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,576
P0004945	11	Facilities	Peterman Lumber, Inc.	Repair Parts	3,131
P0004950	11	Allied Health	Marsh Affinity Group Services	Liability Insurance	24,766

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
P0004952	11	President, MV	Oce Financial Services, Inc.	Rents and Leases	37,000
P0004969	11	Facilities	Foundation for California	Computer Software Maint/License	4,955
P0004970	41	Facilities	City of Riverside	Other-Fire Service Quad	6,550
P0004974	11	Information Systems & Technology	CCS Presentation Systems, Inc.	Instructional Supplies	3,102
P0004978	12	School of The Arts	Alan Gordon Enterprises, Inc	Equip Additional \$200-\$4999	5,034
P0004989	11	RCCD Foundation	Cardullo, Amy	Conferences	1,669
P0004996	12	Workforce Preparation	Stater Bros. Markets	Food	1,000
P0005001	12	Campus Police	Corral, Sheri	Conferences	1,509
P0005002	12	Campus Police	Price, Chad	Conferences	1,447
P0005008	61	Risk Management	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,496
P0005011	11	Information Systems & Technology	Crafton Hills College	Other Services-Cisco Academy Support	2,000
P0005014	12	Health,Human & Public Services, MV	Henry Schein Inc.	Instructional Supplies	3,336
P0005016	11	Admissions & Records	Perfect form Business Services, Inc	Copying and Printing	1,564
P0005018	11	Public Affairs & Institutional Advance	Rocky Mountain Images, Inc.	Advertising	5,810
P0005021	12	Workforce Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,334
P0005026	11	Customized Solutions	Altek Media Group, The	Advertising	1,000
P0005028	11	Health, Human, Public Service, MV	Wyndham Hotel	Rents and Leases	1,268
P0005030	12	Life Sciences	Demetrius Cummins	Other Services-UCR Summer Experience	3,601
P0005038	61	Risk Management	Padgett's	Other-Water Damage Spruce St.	3,684
P0005048	11	President,MV	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,738
P0005050	11	Applied Technology	ERS Solutions	Repairs - Parts	2,985
P0005052	11	Information Services	VNU Expositions	Conferences	1,790
P0005053	11	Information Services	Office Depot	Comp Equip Additional \$200-\$4999	2,127
P0005061	12	President,MV	Inland Empire Stages, Ltd.	Transportation Contracts	2,984
P0005062	12	Communications, MV	Weaver Instructional Systems	Software <\$200	15,000
P0005074	12	Community & Economic Development	North Orange County Community	Other Services-Conference Sponsorship	1,000
P0005075	11	Communications & Web Development	Tech Conference, Inc.	Conferences	1,295
P0005083	12	Workforce Preparation	SVM, LLP	Other Supplies	1,000
P0005087	11	Auxiliary Business Services	Perfect Form Business Services, Inc	Other Supplies	11,529

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
P0005092	12	Workforce Preparation	Cordova, Jeannette	Rents and Leases	1,790
P0005106	11	Information Systems & Technology	Sehi Computer Products, Inc.	Instructional Supplies	1,681
P0005110	11	Athletics	Venus Textiles	Instructional Supplies	1,509
P0005113	12	Community & Economic Development	ITTM, Inc.	Conferences	4,230
P0005114	11	International Students	Jacobsen, Marilyn	Scouting	2,385
P0005120	11	Auxiliary Business Services	Perfect Form Business Services, Inc	Postage	16,000
P0005123	11	Life Sciences	Ward's Natural Science	Instructional Supplies	1,532
P0005126	12	Community & Economic Development	ITTM, Inc.	Other Services-ETEC China Expo	2,000
P0005131	11	Health, Human & Public Services, MV	Insight Media	Instructional Supplies	1,069
P0005133	61	Risk Management	Fritts Ford	Repairs - Parts	9,366

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
B0000197	11	Facilities Norco	Action Door Controls, Inc.	Repairs - Parts	2,000
B0000637	11	Learning Resource Center	Amazon.Com Credit	Instr Media Material	2,000
B0000996	32	Food Services	American Paper & Plastics	Kitchen Expendables	20,000
B0000809	32	Food Services	American Point of Sale	Repairs - Parts	2,000
P0004039	11	Physical Education	American Red Cross	Other-CPR Certificates	4,320
P0004169	61	Risk Management	AMP Mechanical, Inc.	Fixtures & Fixed Equipment	19,901
B0000557	11	Administrative Support Center	Apperson Print Management Svcs	Purchase/Cost of Goods Sold	3,000
B0000247	11	Open Campus	Appraisal Foundation	Instructional Supplies	3,000
B0000433	12	President, MV	Barnes & Noble	Other Supplies	4,200
B0000995	12	Workforce Preparation	Barnes & Noble	Book Grants	1,000
B0000643	11	Occupational Education	Cadet Uniform Supply	Towel Service	1,000
P0004153	12	Workforce Preparation	Canyon Crest Travel, Inc	Other Travel Expenses	1,765
B0000667	11	Mathematics, Science & Physical Ed	Carolina Biological Supply Co	Instructional Supplies	1,000
B0000680	11	President, Riv	Corporate Express	Other Supplies	1,000
P0004162	11	Physical Science	Enterprise Rent-A-Car	Transportation Contracts	3,640
B0000763	12	Campus Police	Galls	Other Supplies	2,072
P0004309	11	Public Affairs & Institutional Advance	Geographics	Fixtures & Fixed Equipment	17,911
B0000807	32	Food Services	Hanigan Business forms, Inc.	Other Supplies	1,700
B0000623	11	Health,Human & Public Services	Henry Schein Inc.	Instructional Supplies	10,000
B0000626	11	Health,Human & Public Services	Henry Schein Inc.	Repairs - Parts	9,541
B0000481	11	Facilities	Horizon Distributors Inc	Grounds/Garden Supplies	4,000
B0000482	11	Facilities	Inland Lighting Supplies, Inc.	Repair Parts	3,500
P0003804	11	Open Campus	Iparadigms, LLC	Computer Software Maint/License	16,314
B0000805	32	Food Services	Jim Jones Maintenance	Repairs - Parts	3,659
B0000762	41	Early Childhood Studies	Lakeshore Learning Materials	Other Supplies	2,000
B0000707	11	Community Economic Development	Magic Garden and Landscape	Other Services-MEC Maintenance	3,200
B0000370	11	Facilities	Magnuson Tire & Wheel Svc, Inc	Repairs - Parts	3,000

Additions to Approved/Ratified Purchase Orders of \$1,000 and over

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
B0000715	12	Trio Norco	Norco's 6th St. Famous Deli	Food	1,350
B0000002	11	Institutional Research	Office Depot	Other Supplies	1,490
B0000222	11	Open Campus	Office Depot	Comp Equip Additional \$200-\$4999	1,215
B0000734	11	Counseling	Office Depot	Other Supplies	1,100
B0000735	11	Admissions & Records	Office Depot	Other Supplies	1,500
B0000737	11	Campus Student Services Norco	Office Depot	Other Supplies	1,000
B0000798	12	Teacher Preparation	Office Depot	Other Supplies	2,578
B0000799	12	Teacher Preparation	Office Depot	Equip Additional \$200-\$4999	1,880
B0000800	12	Teacher Preparation	Office Depot	Other Supplies	4,500
B0000817	12	Workforce Preparation	Office Depot	Other Supplies	4,000
B0000850	11	Cosmetology	Office Depot	Other Supplies	1,000
B0000900	12	President,MV	Office Depot	Other Supplies	4,000
B0000917	32	Food Services	Pepsi-Cola	Food	164,300
P0004084	11	Admissions & Records	Perfect Form Business Services, Inc	Copying and Printing	4,837
P0003957	41	Early Childhood Studies	Play With A Purpose	Equip Additional \$200-\$4999	1,263
B0000017	11	Associate VC, Instruction	Reliable Office Solutions	Other Supplies	1,445
B0000138	11	Admissions & Records	Reliable Office Solutions	Other Supplies	5,000
B0000303	11	Community & Economic Development	Reliable Office Solutions	Other Supplies	1,000
B0000250	11	Open Campus	Riverside Unified School District	Rents and Leases	3,000
B0000258	12	VTEA	San Bernardino Comm College Dist	Other Travel Expenses	1,700
B0000581	12	VTEA	San Bernardino Comm College Dist	Other Travel Expenses	1,400
B0000806	32	Food Services	Scantron Corporation	Other Supplies	12,163
B0000320	11	Performance Riverside	Shure Inc.	Repairs - Parts	1,500
B0000916	32	Food Services	Sysco Corp.	Food	81,500
P0003974	11	Facilities	Temecula Valley Office Interiors	Equip Additional \$5000 >	6,325
B0000116	12	Matriculation	The College Board	Tests	20,000
B0000890	11	Customized Solutions	Training Dynamics	Contract Ed Instr Supplies	3,200
B0000654	11	Occupational Education	Valley Printers	Purchase/Cost of Goods Sold	30,000
B0000108	11	Facilities	Waxie Sanitary Supply	Custodial Supplies	36,000
B0000158	11	Facilities Norco	Waxie Sanitary Supply	Custodial Supplies	5,538
B0000528	11	Facilities MV	Waxie Sanitary Supply	Custodial Supplies	13,300

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 8/30/06 thru 9/30/06

PO#	Fund	Department	Vendor	Description	Amount
				Purchase Orders - Pages 1-7	1,407,766
				PO Additions - Pages 8-10	565,808
				Purchase Orders \$1,000 and Over	1,973,574
				Purchase Orders under \$1,000	157,359
				Grand Total	2,130,933

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3

Date: October 17, 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.: V-A-4-a

Date: October 17, 2006

Subject: Budget Adjustments

Background: The 2006-07 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 a laptop computer.		
From: Administrative Support Center	Copying and Printing	\$ 1,575
To: Administrative Support Center	Equipment Replacement	\$ 1,575
2. Transfer to provide for permanent signage poles and directional banners for the Riverside Campus.		
From: Public Affairs	Copying and Printing	\$ 17,911
To: Public Affairs	Fixtures and Fixed Equip	\$ 17,911
3. Transfer to purchase equipment for the Gateway to College grant. (Fund 12, Resource 1190)		
From: Tech Prep Program	Other Services	\$ 3,500
To: Tech Prep Program	Equipment	\$ 3,500
4. Transfer to purchase bus passes. (Fund 12, Resource 1190)		
From: Temp Assist to Needy Families	Cellular Telephone	\$ 500
To: Temp Assist to Needy Families	Transportation/Bus Passes	\$ 500

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: October 17, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to purchase equipment for the UCR/Teacher Quality Enhancement grant. (Fund 12, Resource 1190)		
From: Teacher Prep, UCR/TQE	Supplies	\$ 585
To: Teacher Prep, UCR/TQE	Equipment	\$ 585
6. Transfer to reallocate the Supporting Action for Engagement budget. (Fund 12, Resource 1190)		
From: Teacher Prep, SAFE	Classified Hourly	\$ 33
	Student Help – Non-Instr	240
	Postage	278
	Conferences	900
To: Teacher Prep, SAFE	Academic Special Project	\$ 100
	Employee Benefits	11
	Supplies	1,340
7. Transfer to reallocate the Title V/Teacher Preparation budget. (Fund 12, Resource 1190)		
From: Teacher Prep, Title V	Academic Special Project	\$ 20,000
	Other Services	20,000
To: Teacher Prep, Title V	Classified Hourly	\$ 38,829
	Employee Benefits	1,171
8. Transfer to purchase supplies, a new server and computer equipment.		
From: Information Services	Other Services	\$ 4,000
	Repairs	362
To: Information Services	Equipment	\$ 4,000
	Supplies	362

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: October 17, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to purchase a computer.		
From: Performance Riverside	Other Services	\$ 429
To: Performance Riverside	Equipment Replacement	\$ 429
10. Transfer to purchase emission credits from Market Based Solutions. (Fund 12, Resource 1050)		
From: Campus Police	Classified FT	\$ 22,414
	Classified Perm PT	6,449
	Employee Benefits	11,462
To: Campus Police	Other Services	\$ 40,325
11. Transfer to purchase equipment.		
From: Art	Instructional Supplies	\$ 296
To: Art	Equipment	\$ 296
12. Transfer to purchase instructional supplies and provide for a vocal arrangement and an instrumentalist.		
From: Performing Arts, Show Choir	Instructional Supplies	\$ 1,000
	Other Services	750
Perf Arts, Summer Theater Consvtry	Advertising	500
Perf Arts, Off Broadway Play Series	Other Services	2,800
To: Performing Arts, Show Choir	Academic Special Project	\$ 1,750
Perf Arts, Summer Theater Consvtry	Instructional Supplies	500
Perf Arts, Off Broadway Play Series	Academic Special Project	2,800

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: October 17, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
13. Transfer to provide for student insurance, TB Tests and text books.		
From: President, Riverside	Admin Contingency Acct	\$ 1,000
To: International Students	Supplies	\$ 1,000
14. Transfer to purchase equipment.		
From: Applied Technology, Photography	Instructional Supplies	\$ 435
To: Applied Technology, Photography	Equipment	\$ 435
15. Transfer to purchase equipment.		
From: Athletics	Instructional Supplies	\$ 606
To: Athletics	Equipment	\$ 606
16. Transfer to purchase replacement equipment. (Fund 12, Resource 1190)		
From: Talent Search, TRIO - Norco	Consultants	\$ 2,000
To: Talent Search, TRIO - Norco	Equipment Replacement	\$ 2,000
17. Transfer to purchase computer equipment and provide for part-time hourly help.		
From: President, Moreno Valley	Admin Contingency Acct	\$ 9,738
To: President, Moreno Valley	Classified Hourly Equipment	\$ 8,000 1,738

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: October 17, 2006

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
18. Transfer to reallocate the Moreno Valley Title V budget. (Fund 12, Resource 1190)			
From:	Title V	Academic PT Non-Instr	\$ 11,100
		Classified Hourly	5,000
		Conferences	8,900
		Other Services	20,000
To:	Title V	Software	\$ 10,000
		Equipment	20,000
		Equipment Replacement	15,000
19. Transfer to purchase replacement equipment.			
From:	Public Safety Ed and Training	Consultants	\$ 3,100
To:	Public Safety Ed and Training	Equipment Replacement	\$ 3,100
20. Transfer to purchase supplies.			
From:	Outreach, Moreno Valley	Mileage	\$ 100
To:	Outreach, Moreno Valley	Supplies	\$ 100

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: October 17, 2006

Subject: Resolution to Amend Budget – Resolution No. 4-06/07
Spanish Language Immersion Program/ Riverside County Emancipation Services
Program/ Child Development Career Program

Background: Additional funding totaling \$78,422 can be added to the fiscal year 2006-2007 adopted budgets for the Spanish Language Immersion Program (\$2,356), Riverside County Emancipation Services Program (\$64,850) and Child Development Career Program (\$11,216) to support planned activities.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$78,422 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 04-06/07

Spanish Language Immersion Program/Riverside County Emancipation Services Program/
Child Development Career Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$78,422 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 October 17, 2006.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 04-06/07

Spanish Language Immersion Program/Riverside County Emancipation Services
 Program/Child Development Career Program

Year	County	District	Date	Fund
07	33	07	10/17/2006	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0053	8890	2,356 00	REVENUE - LOCAL
12	000	1190	0	0000	0159	8190	64,850 00	REVENUE - FEDERAL
12	000	1190	0	0000	0240	8190	11,216 00	REVENUE-FEDERAL
								EXPENDITURES
12	DWA	1190	0	6012	6053	5220	2,181 00	Conferences
12	DWA	1190	0	6012	6053	5910	175 00	Indirects
12	ACW	1190	0	6020	0240	4230	3,300 00	Reference Books
12	ACW	1190	0	6020	0240	4320	375 00	Instructional Supplies
12	ACW	1190	0	6020	0240	4590	7,050 00	Other Supplies
12	ACW	1190	0	6020	0240	5045	291 00	Postage
12	ACW	1190	0	6020	0240	5790	200 00	Other
12	ACW	1190	0	6020	0159	4230	1,000 00	Reference Books
12	ACW	1190	0	6020	0159	4320	5,000 00	Instructional Supplies
12	ACW	1190	0	6020	0159	4590	19,000 00	Other Supplies
12	ACW	1190	0	6020	0159	4710	10,000 00	Food
12	ACW	1190	0	6020	0159	5219	8,500 00	Other Travel
12	ACW	1190	0	6020	0159	5510	500 00	Natural Gas
12	ACW	1190	0	6020	0159	5520	1,500 00	Electricity
12	ACW	1190	0	6020	0159	5540	500 00	Telephone
12	ACW	1190	0	6020	0159	5630	15,000 00	Rents/Leases
12	ACW	1190	0	6020	0159	5790	800 00	Other
12	ACW	1190	0	6020	0159	5890	50 00	Other Services
12	ACW	1190	0	7321	0159	7660	3,000 00	Transportation/Bus Passes
							78,422 00	TOTAL INCOME
							78,422 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: October 17, 2006

Subject: Resolution to Amend Budget – Resolution No. 3-06/07
2006-2007 General Obligation Bond Funded Capital Outlay Projects – Utility
Retrofit Improvement, CCC/IOU Incentive Funds

Background: The Riverside Community College District will receive revenue incentives in the amount of \$378,000 from the California Community Colleges/Investor Owned Utilities Partnership Program (CCC/IOU) for the 2006-2007 General Obligation Bond Funded Capital Outlay Projects – Utility Retrofit Improvement project approved at the August 29, 2006 Board meeting.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$378,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 3-06/07

2006-2007 General Obligation Bond Funded Capital Outlay Projects –
Utility Retrofit Improvement, CCC/IOU Incentive Funds

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$378,000 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 October 17, 2006.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: October 17, 2006

Subject: Resolution to Amend Budget – Resolution No. 5-06/07
2006-2007 Title V Hispanic Serving Institution Cooperative Program

Background: The Riverside Community College District has received funding for the 2006-2007 Title V Hispanic Serving Institution Cooperative Program, a partnership with RCC Moreno Valley (award recipient), RCC Norco, and the University of California Riverside sharing a total of \$669,095 during the first year of a five year award from the U.S. Department of Education. The funds will be used to provide support for research and development projects that improve educational quality and outcomes for all students and professional development for community college faculty, leaders, and policymakers.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$669,095 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Maureen Chavez
Director, Title V, RCC Moreno Valley

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 05-06/07

2006-2007 Title V Hispanic Serving Institution Cooperative Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$669,095 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 October 17, 2006.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 05-06/07
 2006-2007 Title V Hispanic Serving Institution Cooperative Program**

Year	County	District	Date	Fund
07	33	07	10/17/2006	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0155	8190	219,638 00	REVENUE
								EXPENDITURES
12	EMA	1190	0	6017	4155	1218	37,000 00	Acad FT Administrator
12	EMA	1190	0	6017	4155	1439	29,021 00	Acad Non-Instruct Hrly
12	EMA	1190	0	6017	4155	1490	40,000 00	Acad Non-Instruct Other
12	EMA	1190	0	6017	4155	2119	18,000 00	Classified FT
12	ENC	1190	0	1501	4155	2230	10,000 00	Instructional Aides
12	ENC	1190	0	1501	4155	3315	145 00	Employee Benefits
12	EMA	1190	0	6017	4155	3130	8,747 00	
12	EMA	1190	0	6017	4155	3220	1,642 00	
12	EMA	1190	0	6017	4155	3320	1,116 00	
12	EMA	1190	0	6017	4155	3325	261 00	
12	EMA	1190	0	6017	4155	3335	1,537 00	
12	EMA	1190	0	6017	4155	3420	8,000 00	
12	EMA	1190	0	6017	4155	3430	12,000 00	
12	ENC	1190	0	1501	4155	3510	5 00	
12	EMA	1190	0	6017	4155	3520	9 00	
12	EMA	1190	0	6017	4155	3530	53 00	
12	ENC	1190	0	1501	4155	3610	131 00	
12	EMA	1190	0	6017	4155	3620	236 00	
12	EMA	1190	0	6017	4155	3630	1,389 00	
12	EMA	1190	0	6017	4155	4230	1,000 00	Reference Books
12	EMA	1190	0	6017	4155	4590	5,142 00	Supplies
12	EMA	1190	0	6017	4155	4555	500 00	Printing
12	EMA	1190	0	6017	4155	5045	500 00	Postage
12	EMA	1190	0	6017	4155	5110	2,500 00	Consultants
12	EMA	1190	0	6017	4155	5210	2,204 00	Mileage
12	EMA	1190	0	6017	4155	5220	15,000 00	Conferences
12	EMA	1190	0	6017	4155	5890	16,000 00	Other Services
12	EMA	1190	0	6017	4155	6485	7,500 00	Computers
							219,638 00	SUB-TOTAL PAGE 2 INCOME
							219,638 00	SUB-TOTAL PAGE 2 EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 05-06/07
 2006-2007 Title V Hispanic Serving Institution Cooperative Program

Year	County	District	Date	Fund
07	33	07	10/17/2006	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0154	8190	449,457 00	REVENUE
								EXPENDITURES
12	FMA	1190	0	6017	7154	1218	46,440 00	Acad FT Administrator
12	FMA	1190	0	6017	7154	1439	40,000 00	Acad Non-Instruct Hrly
12	FMA	1190	0	6017	7154	1490	55,000 00	Acad Non-Instruct Other
12	FMA	1190	0	6017	7154	2119	64,000 00	Classified FT
12	FMA	1190	0	6017	7154	2139	8,503 00	Classified Hrly
12	FQE	1190	0	1701	0154	2230	15,000 00	Instructional Aides
12	FQE	1190	0	1701	0154	3315	218 00	Employee Benefits
12	FMA	1190	0	6017	7154	3130	11,669 00	
12	FMA	1190	0	6017	7154	3220	5,839 00	
12	FMA	1190	0	6017	7154	3320	3,968 00	
12	FMA	1190	0	6017	7154	3325	1,051 00	
12	FMA	1190	0	6017	7154	3335	2,051 00	
12	FMA	1190	0	6017	7154	3420	8,000 00	
12	FMA	1190	0	6017	7154	3430	12,000 00	
12	FQE	1190	0	1701	7154	3510	8 00	
12	FMA	1190	0	6017	7154	3520	36 00	
12	FMA	1190	0	6017	7154	3530	71 00	
12	FQE	1190	0	1701	7154	3610	197 00	
12	FMA	1190	0	6017	7154	3620	950 00	
12	FMA	1190	0	6017	7154	3630	1,853 00	
12	FMA	1190	0	6017	7154	4230	1,000 00	Reference Books
12	FMA	1190	0	6017	7154	4590	8,400 00	Supplies
12	FMA	1190	0	6017	7154	4555	500 00	Printing/Copying
12	FMA	1190	0	6017	7154	5045	500 00	Postage
12	FMA	1190	0	6017	7154	5110	2,500 00	Consultants
12	FMA	1190	0	6017	7154	5210	2,203 00	Mileage
12	FMA	1190	0	6017	7154	5220	10,000 00	Conferences
12	FMA	1190	0	6017	7154	5890	140,000 00	Other Services
12	FMA	1190	0	6017	7154	6485	7,500 00	Computers
							449,457 00	SUB-TOTAL PAGE 3 INCOME
							449,457 00	SUB-TOTAL PAGE 3 EXPENDITURES
							669,095 00	TOTAL PROGRAM INCOME
							669,095 00	TOTAL PROGAM EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: October 17, 2006

Subject: Contingency Budget Adjustments

Background: The 2006-07 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 Moreno Valley ECS Secondary Effects project; approved September 12, 2006, Board Report No. VI-D-2. (Fund 41, Resource 4160)		
	From: GO Bond Capital Project	Contingency	\$ 269,919
	To: Facilities	Moreno Valley ECS Secondary Effects	\$ 269,919
2.	Transfer to provide for the NORESKO Utility Retrofit project; approved August 29, 2006, Board Report No. VI-D-I. (Fund 41, Resource 4160)		
	From: GO Bond Capital Project	Contingency	\$ 6,639,390
	To: Facilities	NORESKO Utility Retrofit Improvement	\$ 6,639,390

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-5-a

Date: October 17, 2006

Subject: Award of Bid-Remodel ECS Modular Building, Moreno Valley Campus

Background: On September 28, 2006 four bids were received in response to the Invitation to Bid for the remodel of the ECS Modular building on the Moreno Valley Campus.

The results were as follows:

<u>Hinkley & Assoc.</u>	<u>ASR Constructors</u>	<u>JM Builders</u>	<u>Dalke & Sons</u>
278,000	264,000	296,000	216,480
Highland	Riverside	Redlands	Riverside

Upon review, District staff recommends awarding the bid of \$216,480 to Dalke & Sons. References were checked and found to be satisfactory. Funding would be derived from general obligation bond proceeds in Resource 4160.

Recommended Action: It is recommended that the Board of Trustees award the bid for the remodel of the ECS Modular building on the Moreno Valley Campus to Dalke & Sons in the amount of \$216,480 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FOUNDATION

Report No.: V-A-6

Date: October 17, 2006

Subject: Donations

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Amy C. Cardullo
Director, RCC Foundation and Alumni Affairs

Description

Donor

Contributed to the Theatre Arts Department
1 mink wrap

Dr. & Mrs. Roscoe Anderson

Contributed to Riverside Community College District
19 stanchions

Riverside Downtown Partnership

Estimate Value: \$3,300

Contributed to the Physician Assistant Program
One Autogen 1700 multi-channel feedback myograph
One Autogen 2000b feedback thermometer

Dr. Vaughn Given

Estimate Value: \$4,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

AMENDED

Report No.: V-A-7

Date: October 17, 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) Mr. Richard Barron, associate dean, innovative programs, to travel to Ponce, Puerto Rico, September 11-15, 2006, to attend the Intro to Rehabilitation Counseling and the Need for New Programs Conference. There was no cost to the District.
- 2) Ms. Shelagh Camak, district dean, workforce preparation, to travel to Orlando, Florida, September 5-8, 2006, to attend the Community Action Partnership 2006 Annual Conference. There was no cost to the District.
- 3) Ms. Jill Marks, project director, Gateway to College, to travel to Alexandria, Virginia, September 28-30, 2006, to attend the Alternative High School Initiative Conference. There was no cost to the District.

Revisions:

- 1) At the meeting of August 29, 2006, the Board approved out-of-state travel for Ms. Shelagh Camak, district dean, workforce preparation, to travel to Albuquerque, New Mexico, October 21-24, 2006, to attend the National Council for Workforce Education 2006 Fall Conference. Estimated cost: \$1,350.00. Funding sources: \$850.00 from the general fund, and \$500.00 from the Temporary Assistance for Needy Families grant funds. The funding source changed to \$1,350.00 from Desert Regional Consortium funds.
- 2) At the meeting of June 20, 2006, the Board approved out-of-state travel for Ms. Joan Gibbons-Anderson, assistant professor, speech communication, to travel to Great Barrington, Massachusetts, August 19-23, 2006, to attend Simon's Rock College of Bard Early College Teaching Seminar. Estimated cost: \$843.40. Funding source: the general fund. The cost increased to \$961.52.

Current:

Moreno Valley Campus:

None.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: October 17, 2006

Subject: Out-of-State Travel

Norco Campus:

- 1) Mr. Greg Aycock, outcomes assessment specialist, Title V program, to travel to Indianapolis, Indiana, October 28-31, 2006, to attend The 2006 Assessment Institute Conference. Estimated cost: \$1,787.50. Funding source: Title V grant funds.
- 2) Dr. Sharon Crasnow, associate professor, philosophy, to travel to Vancouver, Canada, November 2-5, 2006, to attend the 4S Conference (Society for Social Studies of the Sciences) and Philosophy of Science Association Conference. Estimated cost: \$1,170.27. Funding sources: \$200.00 from the general fund, and \$970.27 to be paid by the employee.
- 3) Ms. Diane Dieckmeyer, associate professor, reading, to travel to Portland, Oregon, October 25-29, 2006, to attend the Professional and Organizational Network in Higher Education Conference. Estimated cost: \$2,032.80. Funding source: Title V grant funds.
- 4) Mr. Andres Elizalde, instructor, English, to travel to Boone, North Carolina, June 30-July 27, 2007, to participate in the Kellogg Institute's 2007 National Center for Developmental Education training program. Estimated cost: \$4,548.15. Funding source: Title V grant funds.
- 5) Mr. Arend Flick, associate professor, English, to travel to Chicago, Illinois, October 26-27, 2006, to represent Riverside Community College District at the University of Chicago President's Inauguration. Estimated cost: \$480.00. Funding source: the general fund.
- 6) Mr. Jason Parks, instructor, mathematics, to travel to Chicago, Illinois, March 8-11, 2007, to attend the 2007 T3 International Conference. Estimated cost: \$1,515.00. Funding source: Title V Norco Campus grant funds.
- 7) Ms. Karin Skiba, associate professor, art, to travel to New York City, New York, February 14-17, 2007, to attend the College Art Association 95th Annual Conference. Estimated cost: \$1,420.00. Funding sources: \$200.00 from the general fund, and \$1,220.00 from the Riverside School for Arts' Fund for the Improvement of Education No. 2 grant funds
- 8) *Mr. Walter Stevens, associate professor, theatre arts, to travel to New York City, New York, November 4-7, 2006, to attend the McGraw Hill Publishing/Robert Cohen Reception. Estimated cost: \$740.00. Funding sources: \$500.00 from the general fund, and \$240.00 to be paid by the employee.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: October 17, 2006

Subject: Out-of-State Travel (continued)

Riverside City College:

- 1) Ms. Kristine Anderson, associate professor, English, to travel to Bellevue, Washington, October 18-22, 2006, to attend the American Literary Translators Association's 29th Annual Conference. Estimated cost: \$1,353.35. Funding sources: \$200.00 from the general fund, and \$1,153.35 to be paid by the employee.
- 2) Mr. Richard Barron, associate dean, academic innovative programs, to travel to San Antonio, Texas, October 26-30, 2006, to attend the Hispanic Association of Colleges and Universities Annual Conference. Estimated cost: \$2,703.00. Funding source: the general fund.
- 3) President Daniel Castro, Riverside City College, to travel to San Antonio, Texas, October 26-31, 2006, to attend the Hispanic Association of Colleges and Universities Annual Conference. Estimated cost: \$3,000.00. Funding source: the general fund.
- 4) Ms. Jodi Julian, associate professor, theatre, performing arts, to travel to New York City, New York, December 26-January 1, 2007, to accompany 25-30 students participating in the Break Away Tours – Theatre Tour. There is no cost to the District.
- 5) Ms. Wilma LaCava, associate professor, nursing education, to travel to Atlanta, Georgia, November 1-5, 2006, to attend the National Student Nurses' Association's 24th Annual Mid-Year Conference. Estimated cost: \$1,429.52. Funding source: Vocational Technical Education Act grant funds.
- 6) Dr. Linda Lacy, vice chancellor, student services and operations, to travel to New York City, New York, and Washington, DC, November 18-25, 2006, to accompany the Marching Tigers who are participating in the Macy Day Parade (New York City) and performing at the Arlington Cemetery (Washington, DC.) There is no cost to the District.
- 7) Mr. David Nelson, associate professor, theatre, performing arts, to travel to New York City, New York, December 26-January 1, 2007, to accompany 25-30 students participating in the Break Away Tours – Theatre Tour. There is no cost to the District.
- 8) Dr. Ricardo Perez, vice president, student services, to travel to San Antonio, Texas, October 27-30, 2006, to attend the Hispanic Association of Colleges and Universities Annual Conference. Estimated cost: \$2,305.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: October 17, 2006

Subject: Out-of-State Travel (continued)

- 9) Ms. Jan Schall, associate professor, sociology, to travel to Rome and Florence, Italy, October 25-November 7, 2006, to accompany 27 students and two faculty members, and to participate in contract negotiations and the evaluation of the Fall semester in the Florence, Italy, Study Abroad Program. Estimated cost: \$4,258.00. Funding source: the general fund.
- 10) Dr. Ward Schinke, associate professor, and Dr. Dariush Haghghat, associate professor, political science, to travel to Chicago, Illinois, November 18-21, 2006, to accompany 11 students attending the American Model United Nations International Conference. Estimated cost: \$10,339.00. Funding source: the general fund.
- 11) Dr. Ward Schinke, associate professor, and Dr. Dariush Haghghat, associate professor, political science, to travel to Montreal, Canada, January 24-28, 2007, to accompany 14 students attending the McGill Model United Nations Conference. Estimated cost: \$21,362.00. Funding source: the general fund.
- 12) *Dr. Ward Schinke, associate professor, and Dr. Dariush Haghghat, associate professor, political science, to travel to New York City, New York, March 17-25, 2007, to accompany 14 students attending the National Model United Nations. Estimated cost: \$20,944.00. Funding source: the general fund.
- 13) Ms. Mitzi Sloniger, assistant professor, reading, to travel to Austin, Texas, October 18-21, 2006, to attend the College Reading and Learning Association Conference. Estimated cost: \$1,261.00. Funding source: \$500.00, and \$761.00 to be paid by the employee.
- 14) Mr. Jeffrey Williamson, statewide director, Center for International Trade and Development, to travel to Bangkok, Thailand and Ho Chi Minh City, Vietnam, November 6-17, 2006, to attend the U.S. Department of Commerce Market Development Cooperator Program project activities in Asia to promote export of education services. Estimated cost: \$3,630.00. Funding source: U.S. Department of Commerce Market Development Cooperator Program grant funds.

Salvatore G. Rotella
Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
NORCO CAMPUS

Report No: V-A-8-a

Date: October 17, 2006

Subject: Agreement with Riverside County Superintendent of Schools

Background: Annually, the District has entered into an agreement with Riverside County Superintendent of Schools for Ground Support Services at the RCC Norco Head Start site located at the Norco Campus. The term of this agreement shall be from September 1, 2006, to and including August 31, 2007. The agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services. The reimbursement to the District for services will be \$3,375.84.

Recommended Action: It is recommended the Board of Trustees ratify the agreement attached for the time period stated for services provided and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Normand Godin
Vice President, Business Services

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

AGREEMENT FOR GROUNDS SUPPORT SERVICES

This Agreement is entered into October 18, 2006, by and between Riverside County Superintendent of Schools, hereinafter referred to as the "SUPERINTENDENT," and Riverside Community College District hereinafter referred to as the "DISTRICT";

W I T N E S S E T H :

1. The DISTRICT agrees to provide Grounds Support services for the SUPERINTENDENT at RCC Norco Head Start sites as follows:

Two (2) hours per week of trash pick up
Two (2) hours per week of mow and blow (includes maintenance of the sprinklers and shrubbery around the facility).
2. The DISTRICT further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.
3. For and in consideration of the services rendered, the SUPERINTENDENT agrees to pay the DISTRICT as follows:

Four (4) hours per week @ \$16.23 per hour for 52 weeks
4. In no event shall the total dollar amount paid under this agreement exceed the sum of \$3,375.84 without a mutually agreed written modification to the contract.
5. All monies accruing to the DISTRICT from the SUPERINTENDENT under the terms of this agreement shall be payable as follows:

Upon receipt of a monthly invoices from the District. Reference contract number C-1000236 on all invoices.
6. The term of this agreement shall be from September 1, 2006 to and including August 31, 2007.

7. It is agreed that the DISTRICT or any employee or agent of the DISTRICT is acting as an independent district and not as an agent or employee of the said SUPERINTENDENT.
8. The DISTRICT certifies that the DISTRICT is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.
9. The performance of work under this contract may be terminated by the SUPERINTENDENT in accordance with this clause, in whole, or from time to time in part:
 - a. Whenever the DISTRICT fails to provide satisfactory service as determined by the SUPERINTENDENT; or
 - b. Whenever for any reason the SUPERINTENDENT determines that such termination is in his best interest. Any such determination shall be effected by delivery to the DISTRICT a written notice of termination stating whether the termination is in whole or in part. The SUPERINTENDENT may terminate the contract providing thirty (30) days notification of such termination is provided the DISTRICT.
10. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.
11. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without the prior written consent of the SUPERINTENDENT.
12. The DISTRICT and all of the DISTRICT's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
13. This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
 - a. Administrative changes that do not affect the contractual rights of the parties.
 - b. Changes as required by law.

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

Riverside County
Superintendent of Schools

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Signed _____
Authorized Signature

Signed _____
Dr. James Buysse, Vice Chancellor
Administration and Finance

Date _____

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-8-b

Date: October 17, 2006

Subject: Contract with the Chancellor of the California Community Colleges –
Chancellor's Office Tax Offset Program (COTOP)

Background: Attached for the Board's review and consideration is a proposed contract between the Riverside Community College District and the Chancellor of the California Community Colleges to participate in the Chancellor's Office Tax Offset Program (COTOP). COTOP provides a process to collect, through the State Franchise Tax Board's Interagency Offset Program, outstanding financial aid and non-financial aid obligations owed to the District. The Chancellor's Office will retain 25% of all amounts collected as a service fee and will remit the remaining 75% to the District. The District has participated in COTOP for several years. This contract has been reviewed by Bill J. Bogle, Jr., District Controller and Ed Godwin, Risk Manager.

Recommended Action: It is recommended that the Board of Trustees approve the contract between the District and the Chancellor of the California Community Colleges for participation in the Chancellor's Office Tax Offset Program (COTOP), for the term October 2, 2006 through December 29, 2007 and authorize the Vice Chancellor, Administration and Finance to sign the contract.

Salvatore G. Rotella
Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

THIS CONTRACT, made and entered into this 2nd day of October, 2006, in the State of California, by and between the

RIVERSIDE COMMUNITY COLLEGE DISTRICT
and the
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES
(hereinafter Chancellor) and the

RIVERSIDE COMMUNITY COLLEGE DISTRICT
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.5 and 12419.7. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions to the Chancellor at any time, and as often as needed; the district may also submit requests to increase or decrease a debtor's amount due no more than two times during the processing year.

Districts must submit their initial COTOP debtor data to the Chancellor's Office no later than October 2, 2006, unless an extension to the deadline was requested and granted. Districts may add additional accounts to their initial debtor data only through Monday, January 15, 2007. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications or deletions found necessary as a result of the review as required by Appendix C which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
 - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
 - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
 - C. other financial aid obligations.
 - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines; residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including

returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least two (2) written notices, approximately thirty (30) days apart, to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
 - A. not in default;
 - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X.

The term of this contract shall be from October 2, 2006 through December 29, 2007, which as defined by the Franchise Tax Board, is the end of the 2007 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By _____
Steve Bruckman Date
Executive Vice Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Name of District)

By _____
(Authorized Signature) Date

James L. Buysse
Vice Chancellor, Administration and Finance
4800 Magnolia Avenue
Riverside, CA 92506-1299

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: V-A-8-c

Date: October 17, 2006

Subject: Contract with California Community Colleges Registry Job Fair

Background: Attached for the Board's consideration is the proposed contract between Riverside Community College District and the California Community Colleges Registry Job Fair to attend, exhibit, and advertise District faculty and management positions. The Job Fair is scheduled to be held at the Los Angeles Airport Hilton in Los Angeles, CA on Saturday, January 20, 2007 from 9:00 a.m. until 3:00 p.m.. Attendance at the Job Fair will require a total booth fee of \$1,300.00 payable by January 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.

Recommended Action: It is recommended the Board of Trustees approve the contract between Riverside Community College District and the California Community Colleges Registry Job Fair and authorize the Vice Chancellor, Administration and Finance to sign the contract. The term of the agreement is for January 20, 2007 and requires a total of \$1,300.00 payable no later than January 5, 2007.

Salvatore G. Rotella
Chancellor

Prepared by: Melissa Kane
Interim Vice Chancellor, Diversity and Human Resources



Dear Community College Exhibitor:

We are pleased to inform you that we are planning two CCC Job Fairs for 2007 in Los Angeles and San Francisco. They will be held on Saturday, January 20, 2007, from 9 a.m. to 3 p.m. at the Los Angeles Airport Hilton and Saturday, January 27, 2007, from 9 a.m. to 3 p.m. at the San Francisco Airport Marriott. Enclosed are electronic forms of:

- 1) Job Fair reservation form
- 2) Terms and Conditions form

By returning the reservation form and the Terms and Conditions form with a deposit, your district is agreeing to the Terms and Conditions as stated. The deposit is included as part of the total booth fee. The deposit will be forfeited to the CCC Registry in the event of cancellation to cover administrative costs.

At no additional cost, we will notify all of the applicants on the CCC Registry database of 55,000 and plan to advertise in the Los Angeles Times, other educational vernaculars, the ethnic press papers and UC/CSU student papers (as relevant). We are expecting over 1500 prospective job seekers to attend these events.

Lunch

Included in the registration fee, the CCC Registry will provide lunch for two college district staff in attendance at each job fair. Additional lunch tickets are \$20 each and must be included with the final booth payment. No lunch tickets will be available the day of the events. The purchase of additional booth space does not include lunch tickets.

To reserve your booth space please click on the link below to register electronically.

(The link will be sent out in October.)

Please contact us if you have any questions, (800) 245-4157.

Sincerely,

Beth Au
Director, CCC Registry

California Community Colleges Registry
Annual Job Fairs 2007, Los Angeles and San Francisco

TERMS AND CONDITIONS

- 1) Ten college districts must participate at each venue to hold a CCC Registry Job Fair in Los Angeles or San Francisco.
- 2) Due to fire code regulations, only five staff/single booth or ten staff/double booth will be permitted at one time. If you plan on more staff in attendance than 5/10 then contact the hotel directly to reserve a hospitality suite.
- 3) A \$300 deposit must be received no later than December 5, 2006 to reserve a space. A reservation form without a deposit does not ensure a booth space.
- 4) Full payment must be received no later than January 5, 2007.
- 5) Open positions must be received by January 5, 2007 to be included in the job list for distribution to job seekers.
- 6) Cancellation before January 5, 2007 will result in forfeiture of \$300 deposit.
- 7) Cancellation after January 5, 2007 will result in forfeiture of full payment.
- 8) Cancellation must be made in writing and faxed to the CCC Registry office. No exceptions will be made.

Name Here Print Name Here Date Sign

Fax this document with your registration form to (209) 575-7797.

CCC Registry Los Angeles and San Francisco Annual Job Fairs 2007

Sat., January 20, 2007	Sat., January 27, 2007	LA Job Fair:	\$1300	LA Job Fair Only	\$
9:00 a.m. – 3:00 p.m.	9:00 a.m. – 3:00 p.m.	SF Job Fair:	\$ 800	SF Job Fair Only	\$
LAX Hilton	SFO Marriott	Both Job Fairs:	\$1900	Both Job Fairs	\$
5711 West Century Blvd	1800 Bayshore HWY	Additional Space:	\$ 250	Add. Space	\$
Los Angeles, CA 90045	Burlingame, CA 94010	ea fair per booth		Add. Lunch	\$
Phone: (310) 410-4000	Phone: (650) 692-9100	Job List Only:	\$ 000		
Booth rate: \$1300	Booth rate: \$800	Additional Lunch:	\$ 20 ea	<u>Job List Only</u>	\$
Includes 2 lunches	Includes 2 lunches				
				Total	\$

PLEASE COMPLETE THE FOLLOWING INFORMATION: (PRINT OR TYPE)

Contact Person:

Telephone:

College/District:
 (Identifies how sign will read)

Fax:

Address:

Email:

- \$300 deposit must be received by December 5, 2006 with reservation and Terms & Conditions forms.
- Full Payment must be received by January 5, 2007.
- Open positions for the “Job List” need to be received via email in a Word document by January 5, 2007 to be included. Email all “Job Lists” to Nancy Holmes: holmesn@yosemite.cc.ca.us

Please mail a copy of this form with payment to : YCCD, for CCC Registry Job Fair
 ATTN: Nancy Holmes
 PO Box 4065
 Modesto, CA 95352

Fax: (209) 527-3534

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-d

Date: October 17, 2006

Subject: Agreement with Carlos Rivera

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Carlos Rivera to provide services as the bass player for the RCC Theatre Department Off-Broadway Series production of "Assassins." These services will be used to mount a production for five performances. The term of the agreement is for October 22, 2006 through October 29, 2006, for a fee of \$900.00. 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. The 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 October 22, 2006 through October 29, 2006, for an amount not to exceed \$900.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Vice President of Academic Affairs
Jodi Julian
Associate Professor, Theatre

AGREEMENT BETWEEN CARLOS RIVERA
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 18th day of October 2006 by and between CARLOS RIVERA 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. Bass player for the RCC Theatre Department Off-Broadway Series production of "Assassins" with scheduled performances October 27 through October 29, 2006. Provide all necessary instrumentalist responsibilities to facilitate the performance of "Assassins" beginning October 22, 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 \$900.00.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Consultant 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 Consultant 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 Consultant, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Carlos Rivera

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-e

Date: October 17, 2006

Subject: Agreements for the RCC Marching Band Field Show

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Wayne Downey and James Wunderlich, to provide written musical parts for the following arrangements: "Nature Boy," "Because We Can," "El Tango De Roxanne," "Sparkling Diamonds," "Reprise," and to provide musical direction utilizing the above arrangements, for the RCC Marching Band 2006 Field Show. The terms of the agreements are for October 18, 2006 through October 25, 2006, for fees of \$2,500.00, and \$1,500.00, respectively. Funding source: General Fund.

The vendors in these 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 October 18, 2006 through October 25, 2006, for an amounts not to exceed \$2,500.00, and \$1,500.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Vice President of Academic Affairs
Jodi Julian
Associate Professor, Theatre

AGREEMENT BETWEEN WAYNE DOWNEY
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 18th day of October 2006 by and between WAYNE DOWNEY hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Arrange the following music for the RCC Marching Band 2006 Field Show: "Nature Boy," "Because We Can," "El Tango De Roxanne," "Sparkling Diamonds," "Reprise"
 - b. Provide the RCC Marching Band with written musical horn parts of the above arrangements.
 - c. The term of this agreement is for October 18, 2006 through October 25, 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 \$2500.00.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Consultant 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 Consultant 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 Consultant, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

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.

Wayne Downey

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN JAMES WUNDERLICH
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 18th day of October 2006 by and between JAMES WUNDERLICH hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Arrange the following music for the RCC Marching Band Pit Percussion 2006 Field Show: "Nature Boy," "Because We Can," "El Tango De Roxanne," "Sparkling Diamonds," "Reprise"
 - b. Provide the RCC Marching Band with written musical pit percussion parts of the above arrangements.
 - c. The term of this agreement is for October 18, 2006 through October 25, 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. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Consultant 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 Consultant 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 Consultant, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

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.

James Wunderlich

Riverside Community College District

Consultant Signature

James L. Buisse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-f

Date: October 17, 2006

Subject: Agreement with Ernesto Bitetti

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Ernesto Bitetti to provide services as the guest artist for the RCC Performing Arts Department LIVE-ON-CAMPUS Concert Series. The term of the agreement is for October 23, 2006, for a fee of \$1,500.00. 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. The 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 October 23, 2006, for an amount not to exceed \$1500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Vice President of Academic Affairs
Peter Curtis,
Assistant Professor, Music

AGREEMENT BETWEEN ERNESTO BITETTI
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 18th day of October 2006 by and between ERNESTO BITETTI 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 RCC Performing Arts Department LIVE-ON –CAMPUS Concert Series. The term of this agreement is for October 23, 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. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Consultant 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 Consultant 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 Consultant, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

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.

Ernesto Bitetti

Riverside Community College District

Consultant Signature

James L. Buisse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-g

Date: October 17, 2006

Subject: Agreement with Linda Krinke

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Linda Krinke for costume designer services for the Performance Riverside production of "Dreamgirls." The term of this agreement is September 30, 2006 through November 19, 2006. The total fee for this agreement is \$2,000.00. Funding source: General Fund.

The vendor identified 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 ratify the agreement, from September 30, 2006 through November 19, 2006, for a cost not to exceed \$2,000.00, 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
LINDA KRINKE

THIS AGREEMENT is made and entered into on this 18th day of October 2006, by and between Linda Krinke, 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 Costume Designer services for Performance Riverside's production of "Dreamgirls".
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 September 30, 2006, through November 19, 2006.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$2,000.00 payable after receipt of invoice on the following dates:

Dreamgirls	\$2,000.00 payable on 11/19/06
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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

Linda Krinke

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-h

Date: October 17, 2006

Subject: Agreements for the Performance Riverside Production of “Man of LaMancha”

Background: Attached for the Board’s review and consideration are agreements between Riverside Community College District and Don Le Master and Greg Hinrichsen for various services for the Performance Riverside production of “Man of LaMancha.” Consultants will provide musical director/conductor, and director services. The terms of these agreements are April 15, 2007 through June 17, 2007. The total fees for these agreements are \$5,630.00, including hotel accommodations for up to six nights, and \$4,000.00, respectively. Funding source: General Fund.

The vendors identified in these contracts are consultants that 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. 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 15, 2007 through June 17, 2007, for the amounts of \$5,630.00 and \$4,000.00, 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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
DON LEMASTER

THIS AGREEMENT is made and entered into on this 18th day of October 2006, by and between Don LeMaster, 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 Musical Director/Conductor services for Performance Riverside's production of "Man of LaMancha".
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 15, 2007, through June 17, 2007.
5. Payment in consideration of this agreement includes hotel accommodations for up to six nights' lodging and a service fee that shall not exceed \$5,000.00 payable after receipt of invoice on the following date:

Man of LaMancha	\$2,500.00 payable on 06/08/2007
Man of LaMancha	\$2,500.00 payable on 06/17/2007
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

Don Le Master

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GREG HINRICHSEN

THIS AGREEMENT is made and entered into on this 18th day of October 2006, by and between Greg Hinrichsen, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

9. The consultant agrees to provide Director services for Performance Riverside's production of "Man of LaMancha".
10. 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.
11. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
12. The term of this agreement shall be from April 15, 2007, through June 17, 2007.
13. Payment in consideration of this agreement includes a service fee that shall not exceed \$4,000.00 payable after receipt of invoice on the following dates:

Man of LaMancha	\$4,000.00 payable on 06/17/2007
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14. 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.
15. 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.

16. 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

Greg Hinrichsen

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-i

Date: October 17, 2006

Subject: Agreement with Candlelight Pavilion

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Candlelight Pavilion for costumes, wigs and some scenery services for the Performance Riverside production of "Dreamgirls." The term of this agreement is October 18, 2006 through November 19, 2006. The total fee for this agreement is \$6,000.00. Funding source: General Fund.

The vendor identified 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 October 18, 2006 through November 19, 2006, for an amount not to exceed \$6,000.00, 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
CANDLELIGHT PAVILION

THIS AGREEMENT is made and entered into on this 18th day of October 2006, by and between Candlelight Pavilion, 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 Costumes, Wigs and some scenery services for Performance Riverside's production of "Dreamgirls".
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 October 18, 2006, through November 19, 2006.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$6,000.00 payable after receipt of invoice on the following dates:

Dreamgirls	\$6,000.00 payable on October 25, 2006
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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

Candlelight Pavilion

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-j

Date: October 17, 2006

Subject: Agreements for the Riverside School for the Arts "Poetry at RCC"

Background: Attached for the Board's review and consideration are proposed agreements between Riverside Community College District and Tony Barnstone and Charles Harper Webb, for various classroom visits and poetry readings to the college community and the public. The terms of these agreements are October 18, 2006 through November 15, 2006. The fees are \$1,000.00, for each consultant. Funding source: Grant FIE #223.

The vendors identified in these contracts are consultants that 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. 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 October 18, 2006 through November 15, 2006, for amounts not to exceed \$1,000.00 per consultant, 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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
TONY BARNSTONE

THIS AGREEMENT is made and entered into on this 18th day of October 2006, by and between Tony Barnstone, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. Visit two classes at Riverside City College the afternoon of November 15, 2006, in which he will discuss writing and literature with students.
2. Present a reading of his poetry in an event open to the college community and to the public on November 15, 2006.
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 October 18, 2006, through November 15, 2006.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$1,000.00 payable after receipt of invoice on the following dates:

"Poetry at RCC"	\$1,000.00 payable on 11/15/06
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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

Tony Barnstone

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CHARLES HARPER WEBB

THIS AGREEMENT is made and entered into on this 18th day of October 2006, by and between Charles Harper Webb, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. Visit two classes at Riverside City College the afternoon of November 15, 2006, in which he will discuss writing and literature with students.
2. Present a reading of his poetry in an event open to the college community and to the public on November 15, 2006.
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 October 18, 2006, through November 15, 2006.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$1,000.00 payable after receipt of invoice on the following dates:

"Poetry at RCC"	\$1,000.00 payable on 11/15/06
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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

Charles Harper Webb

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-k

Date: October 17, 2006

Subject: Agreements with City of Corona

Background: Attached for the Board's review and consideration are agreements between Riverside Community College District and City of Corona. The District shall provide training and team facilitation for the Corona Leadership Academy program and for Corona Public Works Department Team Excellence program. The terms of the agreements are from July 1, 2006 through June 30, 2007. The fees paid to the District for these services will not exceed \$25,000.00, and \$20,000.00, respectively. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreements, for the term of July 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: John Tillquist
Dean, Business, Information Systems and Economic Development
Robert Grajeda
Director, Corporate and Business Development

CITY OF CORONA
EDUCATIONAL SERVICES AGREEMENT

1. Parties and Date.

This Agreement is made and entered into this 1st day of July, 2006 by and between the City of Corona, a municipal corporation of the State of California (hereinafter "City"), and Riverside Community College District (hereinafter "District").

2. Recitals.

2.1 WHEREAS, the principal members of District are experienced in providing educational training services; and,

2.2 WHEREAS, City desires to engage District to render certain training courses as set forth in attached SERVICE AGREEMENT AND SCOPE OF WORK for the purpose of training City employees (Hereinafter "training").

3. Terms.

3.1 General Scope of Services.

District shall provide professional services, including labor, and expertise, necessary to perform fully and adequately the tasks set out in the Scope of Work (hereinafter "training"), attached hereto as Exhibit "A", as necessary.

3.2 Term.

The term of this Agreement shall be from July 1, 2006, until June 30, 2007, or as extended by mutual written agreement of the parties, or until such time as it is terminated pursuant to the provisions in Section 3.16.

3.3 Representatives.

The Director of Corporate and Business Development is the District's Representative who shall coordinate all phases of the training service. District's Representative shall be available to City at all reasonable times. The District may appoint another person as Representative upon verbal notice to City. Karen Parker-Hausner shall act as City's Representative for purposes of carrying out this Agreement and shall have authority to act on behalf of City for all purposes under this Agreement. City shall provide notice to District of any change in City's Representative.

3.4 Schedule of Services.

District shall perform training services in accordance with the Schedule of Services attached hereto as Exhibit "B" and all provisions of this Agreement. Upon request of City's Representative, District shall provide a more detailed schedule of anticipated courses to meet the Schedule of Services or a specified aspect of the City's Representative shall be promptly notified of all anticipated delays. Should the District determine that a schedule modification is necessary, District shall promptly submit a revised Schedule of Services for City review and approval.

3.5 Delay in Performance of Services.

3.5.1 Excusable Delays. Should District be delayed or prevented from the timely performance of any act required by the terms of this Agreement by reason of acts of God or of the public enemy, acts or omissions of City fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

3.5.2 Written Notice. If District believes it is entitled to an extension of time due to conditions set forth in subsection 3.5.1 above, District shall provide written notice to City within seven working days from the time District knows, or reasonably should have known, that the affected performance will be delayed due to such conditions. Failure of District to provide such timely notice shall constitute a waiver by District of any right to an excusable delay in time of performance. District shall take all reasonable steps to minimize the delay in completion and any additional costs resulting from such extensions.

3.5.3 Mutual Agreement. Performance of any training services under this Agreement may be delayed upon mutual agreement of the Parties.

3.6 Control and Payment of Subordinates.

City retains District on an independent basis. District is not an employee of City. The personnel performing the training services under this Agreement on behalf of District shall at all times be under District's exclusive direction and control. District shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of training services under this Agreement and as required by law. District shall be responsible for all reports and obligations respecting such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

- 3.7 Standard of Care; Licenses.
District represents and maintains that it is skilled in the technical calling necessary to perform all training services, duties and obligations required by this Agreement and to fully and adequately complete the Project. District shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. District further represents and warrants to the City that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. District further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
- 3.8 Substitution of Key Personnel.
District has represented to City that certain key personnel will perform the training services under this Agreement. Should one or more such personnel become unavailable, District may substitute other personnel of at least equal competence upon written approval by City. In the event that the City and District cannot agree as to the substitution of the key personnel, City shall be entitled to terminate this Agreement for cause, pursuant to the applicable provisions of this Agreement. The key personnel for performance of this Agreement are listed in Exhibit B.
- 3.9 Conformance to Applicable Requirements.
All work prepared by District shall be subject to the approval of City's Representative. District shall allow City's Representative to inspect or review District's work in progress at any reasonable time.
- 3.10 Preliminary Review of Work.
All Course handouts, and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to City's Representative in draft form, and City may require revisions of such drafts prior to formal submission. In the event that City's Representative, in his or her sole discretion, determines the formally submitted work product to be inadequate, City's Representative may require District to revise and resubmit the work at no cost to City. Should District fail to make requested corrections in a timely manner, such corrections may be made by City, and the cost thereof charged to District.
- 3.12 Extra Work.
At any time during the term of this Agreement, City may request that District perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary when this

Agreement was made. District shall not perform Extra Work until receiving written authorization from City's Representative.

3.13 Compensation and Payment.

3.13.1 Compensation.

Except as provided in Section 3.14.2, District shall receive compensation for all training rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing and compensation Rates attached hereto as Exhibit "C". Total compensation (excluding handouts) shall not exceed \$ 45,000 without written approval of City's Representative.

3.13.2 Payment of Compensation.

District shall provide to City a monthly statement which indicates work completed, by District. City shall, within 30 days of receiving such statement from District, review the statement, obtain any necessary amplification from District, and pay all approved charges thereon.

3.13.3 Reimbursement for Expenses.

District shall not be reimbursed for any expenses unless authorized in writing by City's Representative.

3.14 Indemnification.

3.14.1 Responsibilities.

To the fullest extent possible the District shall indemnify and hold harmless the City from and against, all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of training services but only to the extent that such claims, losses and expenses are caused in whole or part by negligent acts or omissions of the District or its sub-contractors. The City shall indemnify and hold harmless the District from and against, all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from claims, losses and expenses connected with the training services which are caused in whole or part by negligent acts or omissions of the City.

3.14.2 Effect of Acceptance; Performance Standard.

District shall be responsible for the professional quality, accuracy and full coordination of the services. City's review or acceptance of, or payment for, any work done by District under this Agreement shall not be construed to operate as a waiver of any rights City may hold under this Agreement or of any cause of action arising out of District's performance of this Agreement. Further, District shall be liable to City, in accordance with applicable law, for all damages to City

caused by District's negligent performance of any of the Services.

3.15 Insurance.

District shall obtain, and shall require its sub-contractors to obtain, insurance of the types and in the amounts described below and in form and with carriers satisfactory to City.

3.15.1 Commercial General Liability Insurance.

District shall be self-insured or maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

3.15.1.1 Name City, its officials, officers, employees, agents, and Districts as additional insureds with respect to performance of training services and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insureds;

3.15.1.2 Be primary with respect to any insurance or self insurance programs covering City, its officials, officers, employees, agents, and Districts if the District is required to hold harmless and indemnify the City; and

3.15.1.3 Contain standard separation of insureds' provisions.

3.15.2 Automobile Liability Insurance.

District shall be self-insured or maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.15.3 Workers' Compensation Insurance.

District shall be self-insured or maintain workers' compensation insurance within statutory limits and employers' liability insurance.

3.15.4 Certificates of Insurance.

District shall, prior to commencement of training services, furnish City with properly executed certificates of insurance and, if requested by City, certified copies of endorsements and policies, which clearly evidence all insurance required under this

Agreement and provide that such insurance shall not be canceled or allowed to expire except on 30 days prior written notice to City. City shall have the sole discretion to determine whether the certificates and endorsements presented comply with provisions of this Agreement. District understands the importance of this section to City and agrees to comply with it in full.

3.15.5 Coverage Maintenance.

District shall replace certificates, policies and endorsements for any insurance expiring prior to completion of training services under this Agreement. Further, District shall maintain such insurance from the time training commences until training is completed, except as otherwise provided by this Agreement.

3.15.6 Licensed Insurer.

District shall place such insurance with insurers having A.M. Best Company ratings of no less than A VIII and licensed to do business in California, unless otherwise approved in writing by the City Representative.

3.16 Termination.

3.16.1 Notice.

Either party may, by written notice, terminate this Agreement in whole or in part at any time with or without statement of cause. Such termination may be for City's convenience or because of District's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of District to timely perform training services pursuant to the Schedule of Services provided according to provisions of this Agreement.

3.16.2 Discontinuance of Services.

Upon receipt of written Notice of Termination, District shall immediately discontinue all affected training, unless otherwise directed by the Notice.

3.16.3 Effect of Termination for Convenience.

If the termination is to be for convenience, City shall compensate District for training services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. District shall provide documentation deemed adequate by City's Representative to show the Services actually completed by District prior to the date of termination. This Agreement shall terminate seven days following receipt by the District of the written Notice of Termination.

3.16.4 Effect of Termination for Cause.

If the termination is due to the failure of District to fulfill its obligations under this Agreement, District shall be compensated for the training which have been completed and accepted by City. Following discontinuance of training services, City may arrange for a meeting with District to determine what steps, if any, District can take to adequately fulfill its obligations under this Agreement. In its sole discretion, City's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on District and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the Parties, this Agreement shall terminate thirty days following the date the Notice of Termination was mailed to the District.

3.16.5 Cumulative Remedies.

The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.16.6 Procurement of Similar Services.

In the event this Agreement is terminated in whole or in part, as provided by this Section, City may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.16.7 Waivers.

District, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from City's termination of this Agreement, for convenience or cause, as provided in this Section.

3.17 Entire Agreement.

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

3.18 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by District without the prior written consent of City.

3.19 Prohibited Interests.

3.19.1 Solicitation.

District maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for District, to solicit or secure this Agreement. Further, District warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for District, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may rescind this Agreement without liability.

3.19.2 Conflict of Interest.

For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.19.3 Conflict of Employment.

Employment by the District of personnel on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Administrator of personnel who have been on City payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the District securing this or related Agreements with City, is prohibited.

3.20 Accounting Records.

District shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. District shall allow an authorized representative of City, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other such evidence or information they may require with respect to any expense or disbursement charged by the District. District shall allow inspection by City of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.21 Equal Opportunity Employment.

District represents that it is an equal opportunity employer and shall not discriminate against an employee or applicant for employment with District on the basis of race, color, religion, national origin, ancestry, sex or age.

3.22 Attorney's Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suits.

3.23 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California.

3.24 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.25 Right to Employ Other Administrators.

City reserves right to employ other Administrators in connection with this Project.

3.26 Delivery of Notices.

All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

District:

Laurie LoFranco
Director, Human Resources
City of Corona
400 S. Vicentia Ave.
Corona, CA 92882

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

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

CITY OF CORONA
BETH GROVES

By: _____

City Manager, City of Corona

ATTEST:

City Clerk
City of Corona

Riverside City College District

By: _____
Dr. James Buysse

(Title) Vice Chancellor, Admin. & Finance

EXHIBIT "A"
SCOPE OF SERVICES

1. The District shall provide the course(s) and services at the times, dates and locations as agreed. The course (s) and services, course document(s), if any and course schedule (s) will hereinafter be referred to as the "Course".
2. The District will conduct the Course.
3. The District will report attendance (if applicable) and provide performance records to the "City" within five working days of Course completion.
4. Students/Trainees will not receive units of credit.
5. The terms of this agreement shall be from July 1, 2006 through June 30, 2007.

EXHIBIT "B"
SCHEDULE OF SERVICES

Training modules for the RCC/City of Corona Leadership Academy, July 2006 through June 2007, number of courses to be determined, each four hours in length. \$1,000 flat rate per course. The DISC Profile is billed separately per employee, at \$15 each.

Total

Not to exceed \$25,000

Courses

July 18, 2006 – "Power from the Podium" by Sophia Brooks
July 26, 2006 – "Effective Leadership" by Judy Sherkow
August 15, 2006 – "Optimizing Teamwork" by Judy Sherkow
August 23, 2006 - "Valuing Differences" by Sophia Brooks

Additional courses as scheduled through June 30, 2007

CITY OF CORONA
EDUCATIONAL SERVICES AGREEMENT

1. Parties and Date.

This Agreement is made and entered into this 1st day of July, 2006 by and between the City of Corona, a municipal corporation of the State of California (hereinafter "City"), and Riverside Community College District (hereinafter "District").

2. Recitals.

2.1 WHEREAS, the principal members of District are experienced in providing educational training services; and,

2.2 WHEREAS, City desires to engage District to render certain training courses as set forth in attached SERVICE AGREEMENT AND SCOPE OF WORK for the purpose of training City employees (Hereinafter "training").

3. Terms.

3.1 General Scope of Services.

District shall provide professional services, including labor, and expertise, necessary to perform fully and adequately the tasks set out in the Scope of Work (hereinafter "training"), attached hereto as Exhibit "A", as necessary.

3.2 Term.

The term of this Agreement shall be from July 1, 2006, until June 30, 2007, or as extended by mutual written agreement of the parties, or until such time as it is terminated pursuant to the provisions in Section 3.16.

3.3 Representatives.

The Director of Corporate and Business Development is the District's Representative who shall coordinate all phases of the training service. District's Representative shall be available to City at all reasonable times. The District may appoint another person as Representative upon verbal notice to City. Karen Parker-Hausner shall act as City's Representative for purposes of carrying out this Agreement and shall have authority to act on behalf of City for all purposes under this Agreement. City shall provide notice to District of any change in City's Representative.

3.4 Schedule of Services.

District shall perform training services in accordance with the Schedule of Services attached hereto as Exhibit "B" and all provisions of this Agreement. Upon request of City's Representative, District shall provide a more detailed schedule of anticipated courses to meet the Schedule of Services or a specified aspect of the City's Representative shall be promptly notified of all anticipated delays. Should the District determine that a schedule modification is necessary, District shall promptly submit a revised Schedule of Services for City review and approval.

3.5 Delay in Performance of Services.

3.5.1 Excusable Delays. Should District be delayed or prevented from the timely performance of any act required by the terms of this Agreement by reason of acts of God or of the public enemy, acts or omissions of City fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

3.5.2 Written Notice. If District believes it is entitled to an extension of time due to conditions set forth in subsection 3.5.1 above, District shall provide written notice to City within seven working days from the time District knows, or reasonably should have known, that the affected performance will be delayed due to such conditions. Failure of District to provide such timely notice shall constitute a waiver by District of any right to an excusable delay in time of performance. District shall take all reasonable steps to minimize the delay in completion and any additional costs resulting from such extensions.

3.5.3 Mutual Agreement. Performance of any training services under this Agreement may be delayed upon mutual agreement of the Parties.

3.6 Control and Payment of Subordinates.

City retains District on an independent basis. District is not an employee of City. The personnel performing the training services under this Agreement on behalf of District shall at all times be under District's exclusive direction and control. District shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of training services under this Agreement and as required by law. District shall be responsible for all reports and obligations respecting such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.7 Standard of Care; Licenses.

District represents and maintains that it is skilled in the technical calling necessary to perform all training services, duties and obligations required by this Agreement and to fully and adequately complete the Project. District shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. District further represents and warrants to the City that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. District further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

3.8 Substitution of Key Personnel.

District has represented to City that certain key personnel will perform the training services under this Agreement. Should one or more such personnel become unavailable, District may substitute other personnel of at least equal competence upon written approval by City. In the event that the City and District cannot agree as to the substitution of the key personnel, City shall be entitled to terminate this Agreement for cause, pursuant to the applicable provisions of this Agreement. The key personnel for performance of this Agreement are listed in Exhibit B.

3.9 Conformance to Applicable Requirements.

All work prepared by District shall be subject to the approval of City's Representative. District shall allow City's Representative to inspect or review District's work in progress at any reasonable time.

3.10 Preliminary Review of Work.

All Course handouts, and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to City's Representative in draft form, and City may require revisions of such drafts prior to formal submission. In the event that City's Representative, in his or her sole discretion, determines the formally submitted work product to be inadequate, City's Representative may require District to revise and resubmit the work at no cost to City. Should District fail to make requested corrections in a timely manner, such corrections may be made by City, and the cost thereof charged to District.

3.12 Extra Work.

At any time during the term of this Agreement, City may request that District perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary when this Agreement was made. District shall not perform Extra Work until receiving written

authorization from City's Representative.

3.13 Compensation and Payment.

3.13.1 Compensation.

Except as provided in Section 3.14.2, District shall receive compensation for all training rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing and compensation Rates attached hereto as Exhibit "C". Total compensation (excluding handouts) shall not exceed \$ 45,000 without written approval of City's Representative.

3.13.2 Payment of Compensation.

District shall provide to City a monthly statement which indicates work completed, by District. City shall, within 30 days of receiving such statement from District, review the statement, obtain any necessary amplification from District, and pay all approved charges thereon.

3.13.3 Reimbursement for Expenses.

District shall not be reimbursed for any expenses unless authorized in writing by City's Representative.

3.14 Indemnification.

3.14.1 Responsibilities.

To the fullest extent possible the District shall indemnify and hold harmless the City from and against, all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of training services but only to the extent that such claims, losses and expenses are caused in whole or part by negligent acts or omissions of the District or its sub-contractors. The City shall indemnify and hold harmless the District from and against, all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from claims, losses and expenses connected with the training services which are caused in whole or part by negligent acts or omissions of the City.

3.14.2 Effect of Acceptance; Performance Standard.

District shall be responsible for the professional quality, accuracy and full coordination of the services. City's review or acceptance of, or payment for, any work done by District under this Agreement shall not be construed to operate as a waiver of any rights City may hold under this Agreement or of any cause of action arising out of District's performance of this Agreement. Further, District shall be liable to City, in accordance with applicable law, for all damages to City caused by District's negligent performance of any of the Services.

3.15 Insurance.

District shall obtain, and shall require its sub-contractors to obtain, insurance of the types and in the amounts described below and in form and with carriers satisfactory to City.

3.15.1 Commercial General Liability Insurance.

District shall be self-insured or maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

3.15.1.1 Name City, its officials, officers, employees, agents, and Districts as additional insureds with respect to performance of training services and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insureds;

3.15.1.2 Be primary with respect to any insurance or self insurance programs covering City, its officials, officers, employees, agents, and Districts if the District is required to hold harmless and indemnify the City; and

3.15.1.3 Contain standard separation of insureds' provisions.

3.15.2 Automobile Liability Insurance.

District shall be self-insured or maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

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District shall be self-insured or maintain workers' compensation insurance within statutory limits and employers' liability insurance.

3.15.4 Certificates of Insurance.

District shall, prior to commencement of training services, furnish City with properly executed certificates of insurance and, if requested by City, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled or allowed to expire except on 30 days prior written notice to City. City shall have the sole

discretion to determine whether the certificates and endorsements presented comply with provisions of this Agreement. District understands the importance of this section to City and agrees to comply with it in full.

3.15.5 Coverage Maintenance.

District shall replace certificates, policies and endorsements for any insurance expiring prior to completion of training services under this Agreement. Further, District shall maintain such insurance from the time training commences until training is completed, except as otherwise provided by this Agreement.

3.15.6 Licensed Insurer.

District shall place such insurance with insurers having A.M. Best Company ratings of no less than A VIII and licensed to do business in California, unless otherwise approved in writing by the City Representative.

3.16 Termination.

3.16.1 Notice.

Either party may, by written notice, terminate this Agreement in whole or in part at any time with or without statement of cause. Such termination may be for City's convenience or because of District's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of District to timely perform training services pursuant to the Schedule of Services provided according to provisions of this Agreement.

3.16.2 Discontinuance of Services.

Upon receipt of written Notice of Termination, District shall immediately discontinue all affected training, unless otherwise directed by the Notice.

3.16.3 Effect of Termination for Convenience.

If the termination is to be for the convenience of City, City shall compensate District for training services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. District shall provide documentation deemed adequate by City's Representative to show the Services actually completed by District prior to the date of termination. This Agreement shall terminate seven days following receipt by the District of the written Notice of Termination.

3.16.4 Effect of Termination for Cause.

If the termination is due to the failure of District to fulfill its obligations under this

Agreement, District shall be compensated for the training which have been completed and accepted by City. Following discontinuance of training services, City may arrange for a meeting with District to determine what steps, if any, District can take to adequately fulfill its obligations under this Agreement. In its sole discretion, City's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on District and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the Parties, this Agreement shall terminate thirty days following the date the Notice of Termination was mailed to the District.

3.16.5 Cumulative Remedies.

The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.16.6 Procurement of Similar Services.

In the event this Agreement is terminated in whole or in part, as provided by this Section, City may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.16.7 Waivers.

District, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from City's termination of this Agreement, for convenience or cause, as provided in this Section.

3.17 Entire Agreement.

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

3.18 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by District without the prior written consent of City.

3.19 Prohibited Interests.

3.19.1 Solicitation.

District maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for District, to

solicit or secure this Agreement. Further, District warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for District, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may rescind this Agreement without liability.

3.19.2 Conflict of Interest.

For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.19.3 Conflict of Employment.

Employment by the District of personnel on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Administrator of personnel who have been on City payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the District securing this or related Agreements with City, is prohibited.

3.20 Accounting Records.

District shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. District shall allow an authorized representative of City, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other such evidence or information they may require with respect to any expense or disbursement charged by the District. District shall allow inspection by City of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.21 Equal Opportunity Employment.

District represents that it is an equal opportunity employer and shall not discriminate against an employee or applicant for employment with District on the basis of race, color, religion, national origin, ancestry, sex or age.

3.22 Attorney's Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and

costs of suits.

3.23 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California.

3.24 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.25 Right to Employ Other Administrators.

City reserves right to employ other Administrators in connection with this Project.

3.26 Delivery of Notices.

All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

District:

Qattan Amad
Director Public Works
City of Corona
400 S. Vicentia Ave.
Corona, CA 92882

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

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

CITY OF CORONA
BETH GROVES

By: _____

City Manager, City of Corona

ATTEST:

City Clerk
City of Corona

Riverside City College District

By: _____

Dr. James Buysse

(Title) Vice Chancellor, Admin. & Finance

EXHIBIT "A"
SCOPE OF SERVICES

1. The District shall provide the course(s) and services at the times, dates and locations as agreed. The course (s) and services, course document(s), if any and course schedule (s) will hereinafter be referred to as the "Course".
2. The District will conduct the Course.
3. The District will report attendance (if applicable) and provide performance records to the "City" within five working days of Course completion.
4. Students/Trainees will not receive units of credit.
5. The terms of this agreement shall be from July 1, 2006 through June 30, 2007.

EXHIBIT "B"
SCHEDULE OF SERVICES

For number of sessions to be determined of the RCC/City of Coronal Public Works Phase I Team Excellence Program, up to 50 hours of training and team facilitation –schedule to be determined by City of Corona.

\$10,000 flat rate for the program.
Plus DISC profiles as needed @ \$40 each
Total not to exceed \$20,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-1

Date: October 17, 2006

Subject: Agreement with Apple Computer, Inc.

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Apple Computer, Inc. that will allow district instructors to post audio and video podcasts on the iTunes U website. iTunes U is a free, hosted service for colleges and universities that provides easy access to educational content, including lectures and interviews, 24 hours a day, 7 days a week. It is the only application that supports the overwhelmingly popular iPod. It is also the only content distribution system that offers one-click support for transferring content to iPod. All content is stored in an Apple-hosted repository and can be browsed and searched as needed. Riverside Community College District will join Stanford, University of California Berkeley, MIT, and others in this innovative distance education venture. The term of the agreement is one year from signing and will automatically renew. Funding source: No cost to the District.

This agreement was reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction. 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, for October 18, 2006 through October 17, 2007 with automatic renewals, 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
District Dean, Open Campus

APPLE COMPUTER, INC.
ITUNES U SERVICES AGREEMENT

The University Contract/Services Agreement (the "Agreement"), effective as of the date both parties have signed the Agreement "Effective Date"), is made and entered into by and between Apple Computer, Inc., a corporation organized under the laws of the State of California with offices at I Infinite Loop, Cupertino, CA 95014 ("Apple"), and the organization or entity executing this Agreement ("University").

WHEREAS, Apple plans to host and run a service called "iTunes U" to enable University to make educational materials and other content available via Apple's iTunes software to members of the University community and the general public;

WHEREAS, Apple plans to provide pre-designed templates and administrative tools to enable University to have its own university-branded site for browsing, searching, downloading, and uploading Content (as defined below);

WHEREAS, University will be able to determine what Content is made available and to control access to all Content based on its own policies, including, for example, limiting distribution to selected members of the University community by course, department or other affiliation.

WHEREAS, the parties desire that Apple operate the iTunes U Site (as defined below) on the terms and conditions set forth herein: and

WHEREAS, the parties desire that University grant a license sublicense to Apple to use and distribute Content on the iTunes U Site.

NOW, THEREFORE, in consideration of the mutual promises and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Content" means the audio, visual, textual, graphical, or other materials provided or posted by University for use on the iTunes U Site.

1.2 "iTunes U Site" means the website hosted by Apple providing access to the Private Content, including all web pages and sub pages.

1.3 "Private Content" means the password-accessible Content made available exclusively to students, faculty and staff affiliated with University.

1.4 "Public Content" means the Content made available to the general public. For avoidance of doubt, the Public Content does not include any Private Content.

1.5 "University Website" means the web page on the University's primary website that provides access to the iTunes U Site. The University Website's presentation of access to the iTunes U Site shall be subject to Apple approval, which shall not be unreasonably withheld.

2. LICENSE GRANT.

2.1 Content. University hereby grants to Apple the nonexclusive, worldwide right and license to use, reproduce, modify, distribute, transmit, perform and display Content on the iTunes U Site, in whole or in part, by all means whether now known or hereafter devised, for the purposes consistent with this Agreement. In order to ensure the high-quality delivery of Content to end-users, university agrees that Apple shall have the right to use, reproduce, distribute and display the Public Content throughout the world, by all means whether now known or hereafter devised, for promotional and marketing purposes to demonstrate the iTunes U Site and Apple technology on Apple's website in Apple marketing collateral, at Apple sponsored venues and events, and for any other similar lawful purpose.

2.2 Ownership Rights. The parties agree that, as between the parties, University retains all right, title and interest in Content, including all copyrights, patents, trademarks and other intellectual property rights therein. As between the parties, University will be responsible, with Apple's assistance through providing guidelines and templates, for the design of the iTunes U Site. University shall follow Apple's guidelines and

templates in the design of the iTunes U Site. The iTunes U Site shall be subject to Apple's approval, which shall not be unreasonably withheld. Except for University's pre-existing rights, Apple retains all ownership rights in and to the iTunes U Site, including without limitation all graphical designs, names, icons, user interfaces and other design elements, and the selection, ordering and arrangement of materials therein and the "look and feel" thereof.

3. SPECIAL TERMS.

3.1 Uploading of Content to the iTunes U Site. University shall be responsible for uploading Content to the iTunes U Site. University shall upload and update Content as reasonably necessary. Apple shall have the right to remove any Content, and/or modify and /or revise the iTunes U Site from time to time, in its sole discretion. In the event that Apple removes, modifies or revises Content or the iTunes U Site, it shall use its commercially reasonable efforts to notify the University within ten (10) days of doing so.

3.2 Limitations on Storage/Usage. University may store up to 500GB of Content on the iTunes U Site. Apple may notify University when University approaches its storage limit in order to negotiate terms that would allow University to utilize additional storage for Content on the iTunes U Site. In the event that University utilizes excessive or unreasonable resources (e.g., storage or bandwidth) in connection with the iTunes U Site, Apple shall have the right to take all necessary steps to reduce the resources used, including but not limited to removing Content and denying access to the iTunes U Site. In the event that Apple takes steps to reduce the resources, it shall use its commercially reasonable efforts to notify the University within ten (10) days of doing so.

3.3 Maintenance. Apple shall from time to time be required to perform maintenance on the iTunes U Site. Apple shall use its reasonable commercial efforts to notify University at least three (3) Days in advance of any scheduled maintenance on the iTunes U Site. Apple shall

use its reasonable commercial efforts to notify University in advance of any unscheduled or emergency maintenance.

4. TRADEMARKS AND TRADE NAMES.

4.1 License from University. During the term of this Agreement, University grants to Apple the right to use the trademarks, marks and trade names that University may adopt from time to time (Marks"), solely in connection with the exercise of Apple's rights under Section 2.1 and subject to any guidelines that University may furnish to Apple.

4.2 License from Apple. During the term of this Agreement, and subject to the Apple Trademark Guidelines which may be found at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html> as may be amended from time to time, Apple grants University a non-exclusive, nontransferable, non-sublicensable, revocable, royalty-free license to use and display the iTunes Logo on the University Website in connection with the marketing of the iTunes U Site, provided that any use or display of the iTunes Logo must be pre-approved in writing by Apple.

5. REPRESENTATIONS AND WARRANTIES, INDEMNITY.

5.1 Representations and Warranties.

(a) University represents and warrants that: (i) it has the full power and authority to enter into this Agreement and to grant Apple the rights granted herein; (ii) it is the sole owner or is a valid licensee of Content and has secured all necessary licenses, consents and authorizations with respect to use of Content and all elements thereof to the full extent contemplated herein; (iii) no part of Content violates or infringes upon the patent rights, copyrights, trade secrets, trademarks or constitutes defamation, invasion of privacy, or the violation of any right of publicity or other rights of any persons or entity; (iv) it has complied and shall continue to comply with all legislation, rules and regulations regarding Content; and (v) it will provide passwords for access to Private Content only to students, faculty and staff affiliated with University, and that the Private Content shall be

used only by students, faculty or staff affiliated with University.

(b) THE ITUNES U SITE AND ALL PRODUCTS AND SERVICES PROVIDED BY APPLE PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. APPLE DISCLAIMS, AND UNIVERSITY HEREBY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE PARTICULAR PURPOSE. APPLE MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH (1) THE SECURITY OF OR ACCESSIBILITY TO THE ITUNES U SITE; OR (11) THE SECURITY OF OR ACCESS TO CONTENT. Apple shall not be responsible for providing any digital rights management (DRM) solutions or any other protection for Content. Apple shall not be responsible for providing any technical or customer support.

5.2 Indemnity. If University is a private institution, University shall indemnify, defend and hold harmless Apple and Apple's parents, subsidiaries, affiliates, and their directors, officers, employees, agents, subcontractors and sublicensees, from and against all claims, actions, liabilities, losses, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees, that may at any time be incurred by reason of: (i) any claim arising out of any breach or alleged breach of University's representations or warranties contained in this Agreement, except where the claim results from Apple's or this Agreement's specific direction to University; (ii) any claim in connection with Content, including but not limited to claims of alleged infringement by , or errors, omissions or misrepresentations in, Content; or (iii) any virus, worm, Trojan horse or other contaminating or destructive feature contained in Content.

6. CONFIDENTIALITY.

6.1 Confidentiality and Non-Disclosure. The parties each agree to treat all non-public information, customer and product information, procedures, systems, or data provided by the other party in connection with this Agreement

("Information") as confidential and proprietary information. The obligations with respect to information shall not apply to Information (i) that is independently developed by the party receiving information, or which is lawfully received free of restriction from another source having the right to so furnish such information; (ii) after it has generally become available to the public without breach of the Agreement or other wrongful action or omission by the other party; (iii) which at the time of disclosure was known to the disclosing party to be free of restriction, as evidenced by documentation in its possession; (iv) which the party who has disclosed information to the other party agrees in writing to be free of such restrictions; or (v) which is ordered to be released pursuant to a verifiable court order, provided that the receiving party gives the disclosing party prompt notice of and an opportunity to contest such order and the receiving party cooperates with the disclosing party as the disclosing party reasonably requests.

7. LIMITATION OF LIABILITY.

EXCEPT IN CONNECTION WITH INDEMNITY OBLIGATIONS PURSUANT TO SECTION 5.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR FOR ANY SPECIAL, INDIRECT CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATED TO THE AGREEMENT. However caused, and whether arising under contract, tort (including negligence) OR ANY OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO APPLE'S MODIFICATIONS OR DESTRUCTION OF CONTENT), AND TO THE EXTENT PERMITTED BY LAW, APPLE'S ENTIRE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND UNIVERSITY'S USE OF THE ITUNES U

SITE SHALL BE LIMITED TO FIFTY DOLLARS (\$50.00). THE LIMITS SET FORTH IN THIS SECTION WILL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM, RENEWAL AND TERMINATION.

8.1 Term and Termination. The initial term of this Agreement shall commence upon the Effective Date of this Agreement and continue for a period of one (1) year after Effective Date. Thereafter, this Agreement will automatically renew for one (1) year terms until either party terminates (for any reason, including for convenience) by giving no less than 30 days prior written notice. During the initial term, each party may terminate this Agreement for any reason (including for convenience) upon 60 days prior written notice. In the event of a party's material breach of this Agreement, the other party may terminate upon 30 days prior written notice.

8.2 Effect of Termination. Upon the expiration or termination of this Agreement, each party shall promptly return all information, documents, manuals and other materials belonging to the other party except as otherwise provided in this Agreement. Notwithstanding anything to the contrary, Apple shall not be required to destroy any marketing collateral or any other product that contains any Content and shall be allowed to exhaust any such remaining collateral or product within its ordinary course of business. Sections 1, 2.2, 5,6,7,8.2, and 9 shall survive the expiration, termination or cancellation of this Agreement.

9. GENERAL PROVISIONS

9.1 Nonassignment/Binding Agreement. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by University, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Apple, which consent will not be

unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

9.2 Taxes. University will pay all taxes and duties, if any; payable based on its use of iTunes U Site and any services provided by Apple under this Agreement.

9.3 Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

9.4 Notices. Any notice required or permitted under the terms of this Agreement r required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the preamble or signature line to this Agreement. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

9.5 Force Majeure. Neither party will be liable to the other party on account of any loss damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties, Such events, occurrences, or causes will include, without limitations, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

9.6 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its

rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole of any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.7 Severability. If any terms, conditions, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.8 Integration. This Agreement (including the Exhibits hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understanding and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties.

9.9 Confidentiality and Press Release. Neither party shall disclose any terms of this Agreement to any third party without the consent of the other party, except as required by securities or other applicable laws or to professional advisors, provided such parties are acting under a duty of Confidentiality.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

9.11 Governing Laws. This Agreement will be interpreted and construed in accordance with the laws of the state in which University is domiciled, if University is a public institution. If

University is not a public institution, (a) this Agreement will be interpreted and construed under the laws of the State of California, without giving regard to the conflicts of laws principles of the state whose laws applies and (b) all disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and University hereby consents to personal jurisdiction in those courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date both parties have signed below.

APPLE COMPUTER, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

UNIVERSITY

Name of Institution:

By: _____

Print Name: _____

Title: _____

Date: _____

University Address: _____

University Contact Person for Notices and Approvals: _____

July 11, 2006

Kurt Faulknerloser
Programmer/Developer
Riverside Community College
Open Campus
4800 Magnolia Avenue
Riverside, CA 92506-1299

Dear Kurt,

Congratulations and welcome to the iTunes U service from Apple. Riverside Community College has been approved as an iTunes U campus.

This Welcome Package contains everything you need to move your institution effectively through implementation, including:

Step-by-step checklist Service Agreement Best Practices

Please pay special note to the Service Agreement, which should be signed and returned promptly. After you have returned your signed agreement, you will receive online access to the iTunes U Starter Kit with information about copyright, content digitization, metadata, file formats, and administration.

We are excited to work with you and bring mobile learning to your students and faculty.

Should you have any questions, please feel free to contact your account representative.

Best regards,

Apple

The First Step

Ahh, paperwork.

This pocket contains documents that are important and time sensitive. Please read the materials listed below completely and carefully. To deploy iTunes U on your campus, please complete and sign the iTunes U Service Agreement and return the original to us in the enclosed envelope within 30 days.

iTunes U Service Agreement: Signing this agreement entitles you to the free, hosted iTunes U service from Apple. Please return in the enclosed envelope addressed to Apple Cupertino.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-m

Date: October 17, 2006

Subject: Agreement with Elizabeth Retamozo, La Vista Solutions, L.L.C.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Elizabeth Retamozo, La Vista Solutions, L.L.C., covering a period of time from September 27, 2006 through November 6, 2006. This agreement provides for proposal development services related to the Upward Bound Math and Science Program for the Riverside City Campus. These services will not exceed \$4,000.00. 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. The agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services; and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for September 27, 2006 through November 6, 2006, for an amount not to exceed \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Daniel Castro
President

Independent Contractor Agreement
Between Riverside Community College District
And Elizabeth Retamozo, La Vista Solutions, L.L.C.

This Agreement, entered into this October 18, 2006, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Elizabeth Retamozo, La Vista Solutions, L.L.C., whose address is 1609 Harvest Glen Drive, Allen, Texas 75002, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning September 27, 2006, and will continue in effect until November 6, 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 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 and Hold Harmless. Each party agrees to be responsible and assume liability for its own willful or negligent acts or omissions, or those of its officers, agents, or employees, resulting from the performance of this Agreement, and agrees to hold the other party, its officers, employees, agents or representatives harmless from any such liability.

Nothing contained herein shall be considered a warranty or guarantee that a passing or "fundable" score will be received on Client's proposal. The professional services provided by the Contractor are based on knowledge and professional experience in similar situations. The Contractor hereby disclaims any responsibility for Client's failure to receive a passing score on its proposal; and Client, for itself, its employees, and all others hereby releases the Contractor from any such liability.

- 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 and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE XIII. NOTICES

8.01 All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD:	Colleen Molko Associate Director, Grant and Contract Services Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506
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La Vista Solutions, L.L.C.	Elizabeth Retamozo Independent Contractor 1609 Harvest Glen Drive Allen, Texas 75002
----------------------------	---

8.02 All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization Page

Riverside Community College District

Elizabeth Retamozo

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor Legal Representative
La Vista Solutions, L.L.C.

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Elizabeth Retamozo, La Vista Solutions, L.L.C.

Scope Of Services

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

Upward Bound and Upward Bound Math and Science Proposal Development

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

- Perform all activities necessary to plan and develop one Upward Bound proposal and one Upward Bound Math and Science proposal for the Riverside City Campus, each first in draft form, then in final submission format through the incorporation of input from college officials. Proposal development services will include the review of draft letters of support, and the review of all attachments considered to be part of the application packages.
- Confer with college officials at the Riverside City Campus to develop the focus and a detailed plan for each grant application.

Contractor will not be expected to prepare or complete the Table of Contents, Riverside Community College District office floor plans, Program Assurances and Certifications, the Application Face Sheet or Budget Summary Forms. The Client is responsible for the completion

and submission of these documents. Client is also responsible for submitting the application electronically on Grants.gov.

The Consultant will not name Elizabeth Retamozo, La Vista Solutions, L.L.C. or any other consultant or individual in any portion of the proposal, unless specifically requested by the Client to do so. Instead, Contractor will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

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

- One complete, written Upward Bound proposal and one complete, written Upward Bound Math and Science proposal, each first in draft and subsequently in final submission format: One draft and a final, completed proposal for each, will be prepared and rendered to the District a minimum of two weeks prior to the submission deadline, which is November 6, 2006. The proposal services will include the review of electronic documents and materials necessary to meet the Upward Bound and Upward Bound Math and Science Fiscal Year 2007 Request For Application requirements and the electronic submission process.

EXHIBIT B

Independent Contractor Agreement
Between Riverside Community College District
And Elizabeth Retamozo, La Vista Solutions, L.L.C.

Compensation

1. Proposal Development – Upward Bound and Upward Bound Math and Science

This agreed upon total, \$4,000, for the development and writing of an Upward Bound submission and an Upward Bound Math and Science submission for the Riverside City Campus includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of final drafts 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
ADMINISTRATION AND FINANCE

Report No: V-A-8-n

Date: October 17, 2006

Subject: Additional Work Performed by Geographics on the new District Website

Background: In February 2006, the Board approved an agreement with a Riverside-based design firm, Geographics, to commence with Phase Two of the district/campus website redesign. The term of the agreement was for the period February 22, 2006 through June 30, 2006. As the initial development process was concluding and the results of the focus groups testing came in, it became apparent that the site required additional writing of new content and the incorporation of additional functionality. As a result, the District needed Geographics to develop additional web pages and perform additional duties to support construction, phased rollout of the new website beginning October 2006, and initial modifications once the site is active and we start receiving feedback from staff, students, and the public. It is expected that this additional work will conclude by January 2006, at a cost not to exceed \$20,000. Funding source: Unrestricted General Fund (Resource 1000).

The service provider identified in this contract does not make or participate in the making of decisions that foreseeably may have material effect on financial interests of the District. As such, the contractor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

Recommended Action: It is recommended that the Board of Trustees approve an extension of the existing agreement between Riverside Community College District and Geographics for a sum not to exceed \$20,000 and authorize the Vice Chancellor, Administration and Finance, to sign the contract extension.

Salvatore G. Rotella
Chancellor

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



September 15, 2006

**Request for Marketing and Communications Services
Riverside Community College District Web Site Focus Groups**

I. Scope of Work

Following the development of the basic website for the Riverside Community College District and its testing with both students and campus staff and faculty, the working group for the web project required the development of additional web pages and functionality. This work includes creating libraries of dynamic documents, adding pages for faculty, staff, and students. Reconfiguring student pages to add more admissions and records and student services information, and changing the calendar and schedule approach.

Geographics proposes to provide services for this additional work for all of the static website pages, as well as to make all edits and corrections based on faculty and staff comments on the web content.

II. Cost of Project

1.	Edit content as a result of feedback 187 pages 93.5 hours @ \$70/hour	\$ 13,090.00
2.	Additional Engineering of Pages based on Focus groups and New Pages 80 hours @ \$80/hour	 <u>\$ 6,400.00</u>
		\$ 19,490.00

AGREEMENT BETWEEN GEOGRAPHICS
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 22nd day of February 2006 by and between GEOGRAPHICS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

I. The consultant agrees to provide the following services:

- a. Web template page design—Including the development of cascading style sheets and graphics that comply with Section 508 accessibility standards—for the District's new web site.
- b. Content harvesting and editing for 41 initial web pages as determined by the RCCD Public Affairs and Institutional Advancement Office.
- c. Recruitment and organization focus groups to test the usability of the web pages.

The services outlined in Paragraph 1, section c will be conducted at a controlled facility outside of Riverside Community College.

The services rendered by the Consultant are subject to review and supervision by the District's Associate Vice Chancellor of Public Affairs & Institutional Advancement and other designated representatives of the District.

Payment in consideration of this agreement shall not exceed \$25,000.00. Upon final payment for services rendered, the District holds all intellectual, copyright, and usage rights to the material developed under this agreement.

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

Additional Insured: Geographics agrees to name the District as an additional insured on their liability insurance.

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.

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.

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

Geographics

Riverside Community College District

Dawn Hassett
Owner

James L. Buisse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-o

Date: October 17, 2006

Subject: Agreement with City of Moreno Valley

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and City of Moreno Valley for facility use. This is a rental agreement that provides for the use of the Moreno Valley Conference and Recreation Center to hold the Second Annual K-16 Articulation Conference hosted by the Title V Program, Moreno Valley Campus. The term of the agreement is November 1, 2006 at a cost of \$596.00. Funding source: Title V Grant.

This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for November 1, 2006, for \$596.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Maureen Chavez
Project Director, Title V Program

MORENO VALLEY TOWNGATE COMMUNITY CENTER (TGCC)

CHECK IN AT FRONT DESK UPON ARRIVAL AT THE TGCC. APPLICANT MUST SIGN FACILITY CHECK LIST AT START AND FINISH OF EVENT.

RULES AND GUIDELINES FOR RENTAL FUNCTIONS

ALCOHOL AND SUBSTANCE REGULATIONS

1. No one shall be admitted to the TGCC who is under the influence of alcohol or a controlled substance, or who has alcoholic beverages or controlled substances in his/her possession.
2. Use of alcoholic beverages shall be permitted only at a function where a meal is served and shall be allowed only from a caterer possessing a valid State of California Department of Alcoholic Beverage License-Caterer Permit. Failure to comply will result in immediate revocation of Permit. In addition to the Applicant, the caterer is also required to have insurance, naming the City and the CSD as additional insured (please refer to Section 7 of the Moreno Valley TownGate Community Center Guidelines for Rental Functions for clarification.)
3. The City shall receive fifteen percent (15%) of the gross receipts of alcohol service from the caterer.
4. Use of alcoholic beverages shall not be permitted at functions for minors, i.e., Sweet Sixteen Receptions and Quinciañeras.
5. The possession, distribution or consumption of alcoholic beverages shall be in compliance with the Permit for Use of the TGCC and of all applicable laws including regulations of the Alcoholic Beverages Control Commission.
6. Consumption of alcoholic beverages shall only be permitted in the Banquet Room.

DAMAGE TO FACILITY OR EQUIPMENT

Permittee shall be financially responsible to the City for any damage to the TGCC or equipment or loss of property, including administrative costs, as well as attorney's fees, incurred by the City in connection with such damages.

DECORATIONS

1. Nails, screws, staples, etc., in walls, windows or equipment are prohibited.
2. Candles or other open flame devices will not be permitted.
3. Use of fog machine not permitted.

BALLOONS

Balloons must be secured when utilized at the TGCC and must be removed immediately following the function. Failure to remove balloons may result in additional fees charged to the Applicant. Fees will be charged to the Applicant (as indicated under the false alarm/police alarm rules section) if staff is called out to turn off the security alarm from TGCC, which was set off by the movement of the Applicant's balloons.

HOURS

1. Permittee shall specify hours of rental to include decorating time and event time and shall observe the hours of use as set forth in their Permit.
2. Designated areas of the TGCC are available for rental during the following hours:
Monday to Sunday, 8:00 a.m. to 11:00 p.m.

_____ (Please initial)

PERMITTEE RESPONSIBLE FOR CLEANLINESS OF CENTER

The portion of the TGCC used by a Permittee must be left in a clean and orderly condition. If maintenance is required, other than the normal cleaning process, the Permittee will be responsible to the City for the additional cost of the same, which shall be deducted from the Permittee's security deposit.

_____ (Please initial)

CENTER PROPERTY

1. Placement, relocation or rearrangement of TGCC equipment or furnishings is not permitted without approval of the Parks and Recreation Department.
2. No Permittee shall remove City property from the TGCC.
3. Each Permittee shall be responsible for removal of their equipment or property immediately following the event.

SECURITY

1. Licensed security guards will be required for all events (over 21 years) at a rate of \$16.00 per guard per hour. (50-100 participants = 1 guard / 100-128 participants = 2 guards)
2. Moreno Valley Police Department will be required for all events (under 21 years) and any event that has alcohol, at the rate of \$122.00 for two officers per hour.

SUPERVISION OF TGCC

1. An employee of the Parks and Recreation Department shall be on duty during any and all events. The staff on duty shall be responsible for the enforcement of the policies, rules, regulations, terms, and conditions governing use of the TGCC and shall have complete authority over the use thereof. The staff member has the authority to revoke any Permit; thereby terminating all usage by such Permittee for failure to comply with the policies, rules, regulations, terms, and conditions governing use of the TGCC.
2. Staff on duty at the TGCC are employees of the City and shall not be required to perform extra tasks for Permittee's event.

STAFF

Staff overtime fees will be passed on to the Applicant through the Applicant's security deposit to cover staff time beyond the number of hours approved in the permit for use of the TGCC.

PAYMENTS FOR RENTAL

A \$200.00 deposit is needed to reserve the Permittee's specified date. The balance of the rental fees is required ten (10) working days before the event. If payment is made within 10 days of the event, the Department only accepts cash or cashier's check.

REFUND OF FEES AND DEPOSITS

Refunds shall be made only in the event of a cancellation prior to ten (10) working days of the event: A processing fee of \$50.00 will be charged to the Permittee. If cancellation is made by the City due to unforeseen circumstances, which makes the facility unusable or unsafe, notice will be given as far in advance as possible, and a full refund shall be made. The City shall not be responsible for any damages relating to a cancellation, of whatever nature or kind, other than the responsibility for refunding all deposits, fees, and charges made relative to the cancellation of the event. Security deposit refunds will be forwarded to the Permittee approximately two to four weeks following the event.

SMOKING

Smoking shall be allowed only in designated areas OUTSIDE of the TGCC.

DISORDERLY CONDUCT

The use of profane language or loud, boisterous talking, disorderly conduct or lewd conduct will not be permitted. All persons being admitted to the TGCC shall conform to generally accepted dress standards for the event.

USE OF AMPLIFICATION EQUIPMENT

No additional amplification equipment shall be utilized in the TGCC except as expressly approved by the Department.

MINORS

Groups composed of minors shall be supervised by one adult 21 years of age or older per ten minors at all times while using the TGCC. Please see Alcohol and Substance Regulation.

FIRE ALARM/POLICE ALARM

If the Permittee or guests set off a false alarm, the Permittee shall be charged the false alarm penalty per Moreno Valley City Ordinance No. 530 of \$200.00 per false fire alarm and \$50.00 per false police alarm.

_____ (Please initial)

PROPERTY WALK THROUGH

Prior to your event, staff will conduct a walk through with Permittee or his/her designated representative to review the condition of the premises. Staff will also conduct a review of the conditions of the premises at the end of the event. If damages or unacceptable conditions of the premises are found the morning following your event, due to visibility factors the night before, the Permittee shall be responsible to the City for such and shall be charged against the Permittee's security deposit.

TGCC CAPACITY

Events which include dining us, shall have no more than 128 in attendance. Events which include auditorium style seating with no meal served, shall have no more than 200 in attendance. Events which do not require chairs or tables, shall have no more than 200 in attendance.

CONDITIONS FOR USE SUBJECT TO CHANGE

The policies, rules, regulations and conditions governing use of the TGCC are subject to change without notice to present or future Applicants unless the change affects a Permit lawfully issued and in effect. These policies will be evaluated, changed, and/or modified as needed by the City.

Applications for use of the TGCC are not authorized unless signed and approved by the Parks and Recreation Department.

RULES

For more details on these rules, please see staff for a copy of "The Moreno Valley TownGate Community Center Guidelines for Rental Functions" (Approved by City Council 7/8/03).
I have read and will abide by all the RULES of the Moreno Valley TownGate Community Center.

Event Date: _____

Type of Event: _____

Print Name: _____

Signature: _____

Date: _____

Moreno Valley Conference and Recreation Center

INSURANCE REQUIREMENTS

City of Moreno Valley

The insurance required by the City of Moreno Valley shall be maintained in the following minimum amounts:

1. General Liability \$ 1,000,000 each occurrence

Combined single-limit coverage with aggregate limits in the amount of \$2,000,000 will satisfy the minimum coverage requirements of this section.

2. The insurance type shall be General Liability and include Commercial General Liability and Athletic Participants.
3. The insurance coverage required hereby shall be primary insurance and shall not require any contribution from the CITY OF MORENO VALLEY or the MORENO VALLEY COMMUNITY SERVICES DISTRICT in the event of any loss.
4. The organization shall furnish to the CITY OF MORENO VALLEY and/or the MORENO VALLEY COMMUNITY SERVICES DISTRICT **a certificate of insurance with an attached endorsement**, evidencing the insurance coverage required. **Such certificate and endorsement shall name as an additional insured:**

**The City of Moreno Valley
The Moreno Valley Community Services District
The Community Redevelopment Agency of the City of
Moreno Valley**

And shall provide that such coverage may not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the COMMUNITY SERVICES DISTRICT, except the cancellation for nonpayment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, the Lessee shall, prior to this cancellation date, submit to Moreno Valley Parks and Recreation new evidence of insurance in the amounts established.

5. **The Cancellation clause should read:**

Should any above described policies be cancelled before the expiration date thereof; the issuing insurer will mail 30 days written notice to the certificate holder named to the left.

Exhibit A
Indemnity and Hold Harmless Agreements

A general indemnity and hold harmless agreement usually reads as follows:

The lessee hereby agrees to protect, defend, indemnify and hold the City of Moreno Valley and the Moreno valley Community Services District and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court cost, legal fees, and all other expenses incurred by the city arising in favor of any party including claims, liens, debts, personal property (including property of the City and the Moreno Valley Community Service District) and without limitation by enumeration, all other claims or demands of every character occurring or in any indirectly out of this contract. Lessee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at the sole expense of the lessee. Lessee also agrees to bear all other cost and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against the lessee or the City or to enlarge in any way the lessee's liability but is intended solely to provide for indemnification of the City from liability for damages or injuries to third person or property arising from lessee's performance hereunder.

Note: The person signing this statement must be a member of the sponsoring organization. If the person signing is not an officer of the organization, he or she must present written authorization from sponsoring organization to sign the foregoing statement.

Signature: _____ Date: _____

Dr. James Buysse
Vice Chancellor, Administration & Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-p

Date: October 17, 2006

Subject: Agreement with Elizabeth Retamozo, La Vista Solutions, L.L.C.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Elizabeth Retamozo, La Vista Solutions, L.L.C. covering a period of time from October 4, 2006 through November 6, 2006. This agreement provides for reading, editing and consultation services related to the Upward Bound Program proposal development for the Norco Campus. These services will not exceed \$2,000. 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. The agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services; and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for October 4, 2006 through November 6, 2006, for an amount not to exceed \$2,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Ed Bush
Dean, Student Services
Gustavo Ocegüera
TRIO Director

Independent Contractor Agreement
Between Riverside Community College District
And Elizabeth Retamozo, La Vista Solutions, L.L.C.

This Agreement, entered into this October 4, 2006, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Elizabeth Retamozo, La Vista Solutions, L.L.C., whose address is 1609 Harvest Glen Drive, Allen, Texas 75002, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning October 4, 2006, and will continue in effect until November 6, 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 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 and Hold Harmless. Each party agrees to be responsible and assume liability for its own willful or negligent acts or omissions, or those of its officers, agents, or employees, resulting from the performance of this Agreement, and agrees to hold the other party, its officers, employees, agents or representatives harmless from any such liability.

Nothing contained herein shall be considered a warranty or guarantee that a passing or "fundable" score will be received on Client's proposal. The professional services provided by the Contractor are based on knowledge and professional experience in similar situations. The Contractor hereby disclaims any responsibility for Client's failure to receive a passing score on its proposal; and Client, for itself, its employees, and all others hereby releases the Contractor from any such liability.

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 and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.

ARTICLE VI. TERMINATION OF AGREEMENT

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

ARTICLE XIII. NOTICES

8.01 All notices, claims, correspondence, invoices, and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD:	Colleen Molko Associate Director, Grant and Contract Services Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506
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La Vista Solutions, L.L.C.	Elizabeth Retamozo Independent Contractor 1609 Harvest Glen Drive Allen, Texas 75002
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8.02 All notices, claims, correspondence, reports, invoices, and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization Page

Riverside Community College District

Elizabeth Retamozo

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor Legal Representative
La Vista Solutions, L.L.C.

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Elizabeth Retamozo, La Vista Solutions, L.L.C.

Scope of Services

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

Upward Bound Proposal Development Consultation

Contractor will provide proposal development consultation services to the Norco Campus that will include, but not be limited to the following:

- Provide reading, editing and expert advice to the Norco Campus during its development of an Upward Bound proposal. Services will include reading and consultation related to draft and final editions of the proposal, letters of support, and all attachments considered to be part of the application package.

Contractor will not be expected to review the Table of Contents, Riverside Community College District office floor plans, Program Assurances and Certifications, the Application Face Sheet or Budget Summary Forms. The Client is responsible for the completion and submission of these documents as well as submission of the application electronically on Grants.gov.

Deliverables

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

- Consultation services as described above for one Upward Bound proposal.

EXHIBIT B

Independent Contractor Agreement
Between Riverside Community College District
And Elizabeth Retamozo, La Vista Solutions, L.L.C.

Compensation

1. Proposal Development Consultation: Reading, editing and expert advice related to the Norco Campus' Upward Bound submission. This agreed upon total, \$2,000, includes all Contractor outlays (time, travel, materials, etc.). The Contractor shall invoice upon completion of service delivery 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
COMMUNICATIONS AND WEB DEVELOPMENT

Report No: V-A-8-q

Date: October 17, 2006

Subject: Agreement with Monique Henderson – Freelance editor/writer.

Background: Attached for this Board's review and consideration is an agreement between Riverside Community College District and Monique Harrison Henderson. The department of Communications and Web Development currently has a vacancy for an editor which will not be filled until a job reclassification has been approved. In the interim, Monique Henderson will be a freelance writer to assist in the creation and editing of web based content, for a maximum duration of 120 hours at \$30 per hour, or a sum not to exceed \$3,600. The contract will be in effect between October 18, 2006 and February 28, 2007. Funding source: General Fund.

This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services.

Recommended Action: It is recommended the Board of Trustees approve the agreement attached for the time period stated, not to exceed \$3,600 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Darren Dong
Director, Communications and Web Development

AGREEMENT FOR SERVICES BETWEEN
MONIQUE HARRISON HENDERSON
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement is made and entered into by and between Monique Harrison Henderson and Riverside Community College District (RCCD). The parties agree as follows:

TERM. The term of this agreement shall be from October 18, 2006, through February 28, 2007.

SCOPE OF SERVICES. Monique Henderson will provide editing and copywriting of content for the office of Communications and Web Development.

COMPENSATION. Monique Henderson will be paid a flat rate of \$30 per hour, not to exceed 120 hours for the duration of the contract. The total compensation, up to \$3,600 will be paid from the general fund.

INDEPENDENT CONTRACTOR It is understood and agreed that Monique Henderson, is an independent contractor and that no employer-employee relation exists between the parties hereto.

HOLD HARMLESS. Monique Henderson hereby agrees to defend, indemnify and hold harmless RCCD from any liability or damages RCCD may suffer as a result of claims, demands, costs or judgments against it resulting from the negligence or willful misconduct resulting from the performance of this contract.

INSURANCE. Monique Henderson shall maintain in full force and effect, at all times during the term of this agreement, a policy of liability insurance, or self-insurance, covering all of its operations including, but not limited to professional liability.

LICENSES. Riverside Community College District will provide the necessary software licenses for network server access for the duration of the agreement. At the termination of the agreement, Monique Henderson agrees to uninstall any software installed for this agreement.

CONFIDENTIALITY. Monique Henderson agrees to maintain appropriate confidentiality of any drafts of content created. This Agreement shall not be assigned by Monique Henderson, either in whole or in part, without the prior written consent of RCCD.

TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate.

NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

RCCD
Dr. James Buysse
Riverside Community College District
4800 Magnolia Ave.
Riverside, CA 92506-1299

Monique Harrison Henderson
29253 Pebble Beach Drive
Murietta, CA 92563

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

THE parties duly authorized representatives execute this Agreement as follows:
RIVERSIDE COMMUNITY COLLEGE MONIQUE HARRISON HENDERSON
DISTRICT

By: _____
James L. Buysse, Vice Chancellor,
Administration and Finance Director

By: _____
Monique Harrison Henderson

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-r

Date: October 17, 2006

Subject: Agreement with Konica Minolta

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Konica Minolta, for the lease of a digital color copier. The term of the agreement is from October 18, 2006 through July 30, 2007. Total expenses will be \$8,542.35, which represents the lease payment at the rate of \$834.52 plus tax per month. Funding source: General Fund.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor, Instruction, and Ruth Adams, Director, Contracts, Compliance and Legal Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 18, 2006 through July 30, 2007, for an amount not to exceed \$8,542.35, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
District Dean, Occupational Education

Continued from Page 1

currently due to us under the Lease, but are unpaid, plus (ii) the present value of the sum of all amounts to become due during the Lease term plus the Lease End Purchase Option price for the Equipment set forth on the Schedule, each discounted at a discount rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) for the week ending immediately prior to the date of Lessee Acceptance of each Schedule (or if no longer published, a rate reasonably determined by us); provided, that if the Lease End Purchase Option price is FMV, then the Remaining Balance will be calculated by reference to the expected FMV for the Equipment as of the end of the Lease term, as reasonably anticipated by us at the commencement of the Lease. Upon our receipt of the Remaining Balance following the loss or destruction of any Equipment, you shall be entitled to whatever interest we have in such Equipment, in its then condition and location, without warranties of any kind.

10. LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and agree to indemnify, defend and hold us, our employees and agents, harmless from and against: (a) any and all liabilities, losses, damages, claims and expenses (including attorneys' fees and legal costs) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, licensing, titling, registration, leasing, possession, operation, use, return or other disposition of the Equipment, including, but not limited to, any liabilities that may arise from patent or latent defects in the Equipment, and any claims based on strict tort liability, (b) any and all loss or damage of or to the Equipment, and (c) any liability to the manufacturer or supplier arising under any purchase orders issued by or assigned to us.

11. TAXES; PERSONAL PROPERTY TAX FEES: You agree to show the Equipment as "Leased Property" on all personal property tax ("PPT") returns. You agree to pay us all PPT assessed against the Equipment. During the term of each lease, we may charge you an estimated PPT fee to offset PPT exposure on your leased Equipment. This fee will be a reasonable estimate of the expected tax liability, usually 90% of the PPT assessed for your Equipment in the preceding tax year. We may also charge you an administrative fee of no more than \$12 per item of leased Equipment with each PPT bill to offset the costs associated with the reporting, payment, and collection of actual or estimated PPT. You agree to reimburse us for applicable sales and/or use tax and all other taxes, fees, fines and penalties which may be imposed, levied or assessed by any federal, state or local government or agency which relate to any Lease, the Equipment or its use. Fines and penalties will be limited to any incurred as a result of your failure to act in accordance with federal, state and local tax laws and codes and/or the terms of any Lease. You agree to reimburse us for reasonable costs incurred in collecting or paying any taxes, assessments, charges, penalties or fees.

12. ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT, THIS MASTER AGREEMENT OR ANY SCHEDULE. We may sell, assign or transfer all or any part of this Master Agreement, any Schedule, and/or the Equipment. The new owner will have the same rights that we have, but you agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us or any supplier.

13. DEFAULT; DAMAGES: If you, or any guarantor of your obligations: (a) fail to make any Lease payment within 10 days of when due, or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, or (c) terminate your existence by merger, consolidation, sale of substantially all your assets, or (d) default under any other agreement you have with us or our affiliates, or (e) otherwise breach any warranty, covenant or provision of this Master Agreement or any Schedule, you will be in default. If you are in default we may, but shall not be obligated to, do any or all of the following: (i) declare immediately due and payable the Remaining Balance and all unpaid amounts due under all Leases under this Master Agreement, (ii) require you to immediately return all Equipment to us at your expense, (iii) with or without notice, demand or legal process, re-take possession of the Equipment (and you authorize us to enter upon the premises wherever the Equipment may be found), (iv) sell, hold, use, lease or otherwise dispose of the Equipment, (v) immediately terminate this Master Agreement and all Schedules (and any other agreements we have with you), (vi) apply any security deposit to reduce amounts due to us hereunder, and/or (vii) exercise any other remedies available to us under applicable law. You agree to pay our actual attorneys' fees, plus all actual costs, including all costs of any Equipment repossession. Any payment or other amount more than 30 days delinquent under this Lease shall accrue interest until paid at the overdue rate of 1-1/2% per month, or the maximum amount permitted by applicable law, whichever is less. If we dispose of the Equipment, we will apply the net proceeds of such disposition to reduce the Remaining Balance and other amounts payable by you, and you shall remain responsible for the payment of any deficiency. If the Lease End Purchase Option price indicated on any Schedule is \$1, and the net proceeds we recover related to such Schedule following a default is more than the Remaining Balance and other outstanding amounts payable by you, we will give you the excess. You waive any notice of our repossession or disposition of the Equipment. By repossessing any Equipment, we do not waive our right to collect any amounts due under any Lease. We will not be responsible to you for any consequential or incidental damages. Our delay or failure to enforce our rights with respect to any Lease will not prevent us from doing so at a later time.

14. CHOICE OF LAW; JURISDICTION; VENUE; NON-JURY TRIAL: You and any Guarantor

hereto agree that this Master Agreement and each Schedule hereunder will be deemed for all purposes to be fully executed and performed in the State of Michigan and will be governed by Michigan law. YOU AND ANY GUARANTOR EXPRESSLY AND IRREVOCABLY AGREE TO: (a) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF MICHIGAN IN ANY CONTROVERSY THAT MAY ARISE RELATING TO ANY LEASE, ANY GUARANTY OR THE EQUIPMENT; (b) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN MICHIGAN AND AGREE THAT SUCH COURT WILL BE A CONVENIENT PLACE FOR ANY TRIAL; AND, (c) WAIVE ANY RIGHT TO A TRIAL BY JURY. You and any Guarantor further acknowledge and agree that subsections (a) through (c) are conditions precedent to and are material inducements to our entering into this Master Agreement and any Schedule with you and any Guaranty with any Guarantor.

15. FINANCE LEASE; AMENDMENTS: YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER EACH LEASE IS ABSOLUTE AND UNCONDITIONAL. EACH LEASE IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN MICHIGAN ("UCC"). NO LEASE MAY BE AMENDED EXCEPT BY A WRITING WHICH WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-508 THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL ANY LEASE; (b) REJECT TENDER OF ANY EQUIPMENT; (c) REVOKE ACCEPTANCE OF ANY EQUIPMENT; (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER ANY LEASE. IF ANY PART OF THIS MASTER AGREEMENT AND/OR ANY SCHEDULE IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS MASTER AGREEMENT AND EACH SCHEDULE WILL GOVERN.

16. EQUIPMENT RETURN: If you do not exercise the Lease End Purchase Option at the end of any Lease term, you will immediately crate, insure and ship all, but not less than all, of the Equipment subject to such Lease, in good working condition, to us at a location and by means we designate, with all expenses to be prepaid by you. You must give us 60 days prior written notice of your intent to return the Equipment under this Section. You agree to pay a restocking fee not to exceed \$100 for each item of Equipment which you return to us under this Section. You must disassemble and pack the Equipment for shipment in a manner authorized by the manufacturer or its representative and provide for its reassembly at the return location in the condition required the Lease, at your expense. If you fail to return all of the Equipment under any Lease to us as agreed, you shall pay to us the regular Lease payments each month until all of the Equipment is returned. If the Equipment is damaged when received by us or otherwise not in the condition required upon return to us, you agree to pay for all costs of repair or restoration. You will also be responsible for any damage to the Equipment which occurs during shipping.

17. PURCHASE OPTION: If you are not in default, you may at any time with 60 days prior written notice purchase all (but not less than all) the Equipment for a price equal to the sum of all remaining payments to come due during the Lease term (if any) plus the Lease End Purchase Option price indicated on the Schedule plus any applicable sales taxes and fees. Any Lease End Purchase Option price for the Equipment designated on the Schedule as "FMV" shall be for its fair market value in place and in use as reasonably determined by us ("FMV"). You must give us 60 days advance written notice of your intent to exercise this option unless the purchase is being made at the end of the term and the Lease End Purchase Option is \$1.

18. REPRESENTATIONS; WARRANTIES; COVENANTS: You represent and warrant that all customer information provided in this Master Agreement and in each Schedule is true, accurate and complete. You agree to inform us in advance of any change in the status or type of your organization, state of organization or organization ID number. You will provide us a complete current copy of your Articles of Incorporation, or, if not incorporated, other appropriate organization documentation as we request.

19. FAX: If we agree, you may transmit this Master Agreement, any Schedule and related documents to us by telecopy or facsimile ("fax"). The fax version of this Master Agreement, any Schedule or related documents shall constitute an original of the documents and "best evidence" of the parties' agreement, and shall be binding on you as if it were manually signed and personally delivered. You agree that the fax document will be admissible in any legal action. To the extent this Master Agreement or any Schedule constitutes chattel paper under the UCC, a security interest in this Master Agreement or any Schedule may be created through the transfer and possession of a copy of this Master Agreement or such Schedule manually executed by us without the need to transfer possession of any other fax or copy of this Master Agreement or such Schedule, or any other related documents or instruments. We have no duty to verify or inquire as to the validity, execution, signer's authority or any other matter concerning the propriety of any fax.

20. MISCELLANEOUS: If any provision of any Lease is unenforceable, invalid or illegal, the remaining provisions will continue to be effective. You must bring any action against us relating to any Lease within one year after the basis for the claim first arises, and in any event not later than one year following termination of such Lease. Time is of the essence with respect to the payment and performance of all of your obligations under any Lease.

21. MERGER: THE ABOVE TERMS AND CONDITIONS REPRESENT AND MERGE ALL OF THE TERMS AND CONDITIONS INTO THIS MASTER AGREEMENT. THIS MASTER AGREEMENT AND EACH SCHEDULE CANNOT BE MODIFIED OR ALTERED UNLESS IT IS IN WRITING AND SIGNED BY ONE OF OUR OFFICERS.

Major Account Master Lease Agreement, Page 2 of 2

X	Authorized Signer	Lessee Full Legal Name Riverside Community College	
		Title	Indicate President, Partner, Proprietor, etc. Contract Number

Accepted by: Banc of America Leasing & Capital, LLC, Oakland County, Michigan, Lessor

Signed By: X	Date
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Major Account Master Lease Agreement

Administration Center, PO Box 7023, Troy, Michigan 48007-7023 • Fax To: 800.436.9579 • Page 1 of 2

Contract Number:

Dear Customer: This Major Account Master Lease Agreement ("Master Agreement") is written in simple and easy-to-read language. Please read this Master Agreement thoroughly and feel free to ask us any questions you may have about it. The words **YOU** and **YOUR** refer to the Lessee. The words **WE**, **US** and **OUR** refer to the Lessor, Banc of America Leasing & Capital, LLC, a Delaware limited liability company.

Customer & Billing Contact Information

Lessee Full Legal Name Riverside Community College		Social Security No. and Date of Birth (<i>Sole Proprietorship Only</i>) SSN: _____ DOB: _____	
Billing Contact Person Rich Finner	Billing Contact Phone No. 951-222-8583	Federal Tax ID #	Organization ID # (if any) _____ State of Organization _____
Billing Address 4800 Magnolia Ave.	Address Riverside	City Riverside	County _____ State _____ Zip _____ CA. 92506

Master Lease Agreement

The terms of this Master Agreement are master terms which will be incorporated into, and constitute a part of, one or more Equipment Schedules (each a "Schedule") between us and you. Each Schedule will constitute a separate, assignable Lease Agreement which incorporates the terms of this Master Agreement. When the term "Lease" is used in this Master Agreement, it will mean each Schedule individually, together with the terms of this Master Agreement. This Master Agreement and each Schedule are collectively a complete and exclusive statement of our agreement concerning the Schedule.

Terms/Conditions

IMPORTANT: NEITHER THE SUPPLIER NOR ANY SALESPERSON ARE OUR AGENT. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THIS MASTER AGREEMENT. THEIR STATEMENTS WILL NOT AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER THIS MASTER AGREEMENT.

1. LEASE AGREEMENT; PAYMENTS: We agree to lease to you and you agree to lease from us the equipment listed above or identified in any attached Schedule, together with all replacements, parts, attachments, accessories and substitutions therefor ("Equipment"). You promise to pay us the Lease payments according to the terms of the Payment Schedule shown on each Schedule hereto, plus all other charges (see Sections 4, 9, 11, 13, and 16).

2. GENERAL TERMS; PAYMENT ADJUSTMENTS; EFFECTIVENESS: You agree to all the terms and conditions on page 1 and 2 of this Master Agreement and on each Schedule. This Master Agreement and each Schedule is a complete and exclusive statement of our agreement. The Equipment will not be used for personal, family or household purposes. If the cost of the Equipment varies from the estimate you or your supplier have provided to us, you agree that we may adjust the Lease payment accordingly upward or downward up to 10%. You acknowledge receipt of a copy of this Master Agreement and each Schedule and acknowledge that you have selected the Equipment and reviewed the supply contract under which we will obtain the Equipment. **NO LEASE IS BINDING ON US AND NO LEASE WILL COMMENCE UNTIL WE ACCEPT IT IN OUR OFFICES IN OAKLAND COUNTY, MICHIGAN.** You authorize us to file UCC financing statements, and any amendments thereto, to show our interest in the Equipment and any proceeds. You authorize us to insert or correct missing information on this Master Agreement and on each Schedule, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment. Any security deposit you have given us is non-interest bearing and may be used by us to cover any costs or losses we may suffer due to your default of any Lease. The security deposit is refundable upon expiration of the applicable Lease, provided all Lease terms and conditions have been performed. You agree that any Purchase Order issued to us covering the Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms of any Lease. You agree to provide us your financial statements upon request. Nothing in this Master Agreement nor any Schedule shall be construed to mean that you must pay any sum which exceeds that which may lawfully be charged, and if there is such excess sum, it shall be applied to reduce the lawful amounts payable by you, and any excess shall be returned to you.

3. RENEWAL: Unless the Lease End Purchase Option set forth on the Schedule is \$1.00, after the original Lease term expires the Schedule will automatically renew for successive one month terms unless (a) you send us written notice that you do not want it to renew at least 60 days, but no more than 120 days, before the end of any term, or (b) following renewal we terminate the Schedule upon 60 days prior written notice to you.

4. LATE CHARGES; OTHER CHARGES: The due date for your payments will be identified on your invoice. If any payment is not made when due, you agree to pay a late charge at the rate of 10% of such late payment or \$35, whichever is greater. You also agree to pay \$25 for each returned check.

5. EQUIPMENT OWNERSHIP: We are and shall remain the sole owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances. The Equipment shall always remain personal property even though the Equipment may

become attached or affixed to real property. If any Lease is determined not to be a true lease, you hereby grant us a security interest in the Equipment relating back to the date we purchased it.

6. NO WARRANTIES: WE ARE LEASING THE EQUIPMENT TO YOU "AS IS," WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION. We assign to you for the term of the applicable Lease any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counter-claims against us.

7. MAINTENANCE; USE; INSTALLATION: You are responsible for installation and maintenance of, and for any damage to, the Equipment. You must service, repair and maintain the Equipment at your expense in the same condition as when received, ordinary wear and tear excepted, in compliance with all applicable laws and regulations, and in compliance with all insurance policies and all manuals, orders, recommendations and instructions issued by the manufacturer or vendor. You shall permit the Equipment to be used by qualified personnel solely for business purposes and the purpose for which it was designed. You will make no alterations or modifications to the Equipment without our prior written consent. If the Equipment malfunctions, is damaged, lost or stolen, you agree to continue to make all payments due under the Lease.

8. EQUIPMENT LOCATION: You will keep the Equipment only at the address shown on the applicable Schedule and you will not move it from that address unless you get our prior written consent.

9. INSURANCE; CASUALTY: Until all Schedules are paid in full and the Equipment has been returned to us, you will: (a) keep the Equipment insured under all risk property insurance policies naming us as loss payee for the greater of the Remaining Balance (defined below) or its full replacement value against all types of loss, including theft; and, (b) provide and maintain comprehensive general public liability insurance naming us as additional insured. All policies and insurers shall be acceptable to us and the insurer(s) must agree to provide us at least 30 days prior written notice of any material change, cancellation or non-renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance and add a charge to your monthly payment which will include the insurance premium charged by our insurance provider, our then prevailing insurance administration fee, together with interest on such amounts at the overdue rate provided in Section 13. If any Equipment is damaged, you shall immediately repair the damage at your expense. If any Equipment is lost, stolen or damaged beyond repair, you shall, at our option, (a) replace the same with like equipment in a condition acceptable to us and convey clear title to such equipment to us (such equipment will become Equipment subject to the Lease), or (b) pay us the Remaining Balance. For purposes of this Agreement, "Remaining Balance" means the sum of (i) all amounts which are

(Continued on Page 2)

Lessee Authorized Signature

Authorized Signer X	Date
	Title

THIS LEASE MAY NOT BE CANCELED

Print Name
Indicate President, Partner, Proprietor, etc.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
NORCO CAMPUS

Report No.: V-A-8-s

Date: October 17, 2006

Subject: Agreement with St. Augustine Storage

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and St. Augustine Storage to rent a 10' x 10' storage unit for the Norco Trio Programs. The term of the agreement is November 1, 2006, through October 31, 2007. The storage unit will be used to store program recreational equipment, EZ-UP tents, event directional signs, and educational tools that are used once a month during the academic year and during the summer months. These items are currently stored in the offices and works stations of program personnel. The cost will be approximately \$1,308.00 per year. Funding source: Upward Bound, Educational Talent Search, and Student Support Services Grant Funds.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for November 1, 2006 through October 31, 2007, for the amount of \$1,308.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Gustavo Ocegüera
Director, TRIO

RENTAL AGREEMENT

1. The undersigned hereinafter called the Lessee agrees to rent the following storage space:

APPROXIMATE SIZE		10 X 10	
CUSTOMER NUMBER	1780	STORAGE SPACE NUMBER	1011F7
PERIODIC AMOUNT	1109.00	LEASE DATE	11 01 06

The Lessee shall pay to the Lessor the following rental payments:
 No statements will be sent. Lessee is responsible for timely payment of rent.

2. The term of this rental agreement shall be month to month commencing on the first day of each month. All rentals are due in advance. Rental payments are due on the first day of each month. This agreement may be terminated by either party upon 5 days notice. MINIMUM RENTAL IS ONE MONTH. Rent is subject to change upon 30 days notice. Cash payments only on all move outs.

3. An initial Administrative Fee in the amount of \$ 10.00 shall be paid by the Lessee to Lessor for set up on Lessor's security systems.

4. The Lessee agrees to pay a \$ 20.00 late charge per unit per month should the rental payment not be received by Lessor within 10 days of the due date.

5. The Lessee agrees to pay \$20.00 to Lessor for each time any check is not honored by Lessee's bank.

6. The Lessee agrees that St. Augustine Storage, has a lien for the rent pursuant to Sections 2170d-2171b, Division 8 of the Business and Professional Code, and that in the event the rent is not paid, St. Augustine Storage, may exercise any right granted them by the California Statutes, including the procedure set forth in Sections 2170d-2171b, Division 8 of the Business and Professional Code and a lien which can be enforced by the merchantile law then in effect as of the date of this agreement. The merchantile law then in effect as of the date of this agreement may then be enforced of or sold pursuant to Sections 2170d-2171b, Division 8 of the Business and Professional Code. In the event of legal action, losing party will pay all costs of litigation.

7. The Lessee agrees not to store flammable, explosive, toxic or dangerous material such as gasoline, food stuffs, garden chemicals and fertilizers, or any other illegal items, or property not wholly owned or legally possessed by Lessee.

8. The Lessee agrees to acquire its own insurance for loss of property due to fire, water damage, theft, vandalism, malicious mischief or any other loss responsible for any such loss. Lessee shall not store on the premises personal property in or to which any other person has any right, title or interest. It is understood and agreed that Lessee may store personal property of various types and values in, or about the Premises without Lessor's knowledge, supervision or control, the value of which may be difficult or impossible to ascertain. Accordingly, the aggregate value of all personal property stored on the premises shall not exceed \$5,000.00. Lessee shall not store on the premises any property which is prohibited by law, or which is inherently dangerous, or which is otherwise prohibited by law, or which is otherwise prohibited by law. Lessee shall not store any personal property on the premises that the aggregate value of all such personal property is, will be, or is expected to be, at or near \$5,000. It is specifically understood and agreed that Lessor need not be concerned with the kind, quality or value of personal property or other goods stored by Lessee in or about the premises. Lessee shall not store on the premises any property which is prohibited by law, or which is otherwise prohibited by law. Lessee shall not store any personal property on the premises which would result in the violation of any law of any governmental authorities and Lessee shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises or the use thereof. Lessee shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other tenants in the Project. Lessee's failure to do so shall constitute a breach of this agreement.

9. All property stored within the space by Lessee or located on the premises shall be at the Lessee's sole risk, except for losses occasioned by negligence of the Lessor, and then only up to a maximum of \$100.00. Proportionately greater rental rates must be paid in advance if the Lessee and Lessor mutually agree in writing to set larger limits of liability upon the space.

10. The Lessee agrees that it will only enter the premises during posted business hours. Lessor shall be free from all liability and claims for damages by reason of injuries of any kind incurred by Lessee or Lessee's agents, children and guests.

11. Lessor shall have the right to use reasonable force to enter the storage space at any time for the purpose of inspecting the same or making such repairs or alterations thereon as may be necessary for the safety and preservation thereof or determining whether Lessee has conformed to the terms and provisions of this Agreement and all laws applicable to the Premises and the occupancy thereof, or permitting inspection by the representatives of appropriate Government agencies. Storage to be used for storage only. Lessee shall not be permitted to use the Premises for any other purpose, including but not limited to, but not limited to, the use of the Premises as a place of business, a place of residence, a place of storage, or for any other purpose. Lessee shall keep the premises in good, sanitary order, condition and repair and Lessor shall keep the premises in good, sanitary order, condition and repair.

12. At the time this Agreement is executed, the Lessee shall furnish his own lock and key at the sole expense. Lessee agrees to unlock and open the premises and to remove the lock and key and to place thereon his own lock and return a key thereto.

13. Lessee shall not lease, transfer, lease or any portion thereof, without the prior written consent of Lessor.

14. Gate hours are 8:00 AM to 7:00 PM daily.

15. All the provisions hereof shall apply to and bind the heirs, executors, administrators, representatives and successors of the parties hereto.

16. This agreement shall terminate immediately in the event the facility or access thereto is taken by any Government authority through the power of eminent domain, whether by court order or by owner's deed in lieu of court order.

17. Lessee is responsible for notifying Lessor in writing of any change of address or phone number.

18. Lessee agrees to conform to all rules and regulations of the facility. Trash dumpsters are for disposal of litter and flat, CRUSHED, corrugated boxes only.

19. The manager or any employee of St. Augustine Storage is not authorized to waive the terms of the rental agreement or the rules and regulations.

LESSEE SIGNATURE _____

DATE _____

St. Augustine Storage
 2597 Hammer Ave. • Norco, CA 92860

LESSOR (LAST, FIRST, MIDDLE INITIAL) _____

LESSOR ADDRESS _____

LESSOR CITY _____ STATE _____ ZIP CODE _____

LESSOR SOCIAL SECURITY _____ TELEPHONE _____

LESSOR DRIVER'S LICENSE _____

LESSOR CITY _____ STATE _____ ZIP CODE _____

LESSOR SOCIAL SECURITY _____ TELEPHONE _____

LESSOR DRIVER'S LICENSE _____

LESSOR CITY _____ STATE _____ ZIP CODE _____

LESSOR SOCIAL SECURITY _____ TELEPHONE _____

LESSOR DRIVER'S LICENSE _____

ANOTHER PERSON TO WHOM ANY PRELIMINARY USE NOTICE AND SUBSEQUENT NOTICE MAY BE SENT

NAME: GUSTAVO DIEGUEZ RA
 ADDRESS: 21011 THIRDP ST
 CITY: NORCO STATE: CA ZIP CODE: 92860

RENTS COLLECTED

ADMINISTRATIVE FEE	10.00	TELEPHONE	951 3712 7114
LOCK DEPOSIT			
SECURITY DEPOSIT			
PARTIAL MONTH RENTAL			
OTHER CHARGES			
TOTAL DUE			

OTHER ACCESS _____

CREDIT TRANSFER _____

CASH OR CHECK _____

TOTAL PAID

TO BE COMPLETED UPON TERMINATION

RENT OWED		DATE OF TERMINATION	Month	Day	Year
OTHER CHARGES OWED					
RENT REFUND		REFUND OWED LESSEE			
SECURITY DEPOSIT REFUND		DUE LESSOR			
LOCK DEPOSIT REFUND		CREDIT TRANSFER			

Lessee Signature Terminating Contract _____

Lessee St. Augustine Storage _____

St. Augustine
S T O R A G E

ADDENDUM TO RENTAL AGREEMENT

The purpose of this addendum is to focus your special attention on the various charges that may result if you allow your rental to become delinquent. **WE DO NOT MAIL MONTHLY STATEMENTS** and we advise you to calendar your payments so that you do not run the risk of becoming delinquent. The following charges have been approved by the Business and Professions Code of the State of California. These charges are in addition to the normal rental stipulated in your rental agreement.

Returned check charge	each occurrence	20.00
Late Charges for Monthly Rent	Up to \$60.00	10.00
	\$61.00 to \$99.00	15.00
	\$100.00 and up	20.00
Certified Postage	per letter	Current Rate
Drawing of Documents		
Preliminary Lien Notice	on 15 th day of delinquency	20.00
Notice of Lien Sale	on 30 th day of delinquency	20.00
Inventory Fees	on 30 th day of delinquency	20.00
Auctioneer's Fees	the greater of 15% of sale or	50.00
Legal Advertising	at pro rata cost	estimated 20.00

We also call your special attention to the following:

1. You must give a minimum of 5 days notice to vacate your unit, and you must leave your unit in clean condition. In addition, we ask that you sign off on your lease agreement that you have vacated the unit.
2. **DO NOT** double lock your unit. Second locks will be removed by Management if necessary.
3. **WE DO NOT REFUND ON PARTIAL MONTHS.**

You will observe that most of these regulations are directed toward delinquent or non-payment situations and therefore will have little or no effect on tenants who pay promptly and regularly.

WE PRIDE OURSELVES IN PROVIDING COURTEOUS, FRIENDLY AND COMPETITIVE SERVICE. IN THIS AREA FOR THE PAST SEVERAL YEARS AND WILL CONTINUE THIS PRACTICE TO THE BEST OF OUR ABILITY. WE APPRECIATE YOUR BUSINESS!!

I HEREBY ACKNOWLEDGE I HAVE READ AND UNDERSTAND THIS ADDENDUM TO MY RENTAL AGREEMENT AND THAT I HAVE RECEIVED A COPY OF SAME.

Rental Agreement Number F7 _____
Tenant _____ Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-8-t

Date: October 17, 2006

Subject: Agreement -- Construction Program Management Services

Background: Attached for the Board's review and consideration is a proposed consulting agreement with Daniel C. Johnson relative to construction management services. Mr. Johnson, who most recently has served as Assistant Vice Chancellor, Design and Construction with the University of California, Riverside, represents that he has the background and experience to provide such services.

At its February 22, 2006, meeting, the Riverside Community College District Board of Trustees approved the establishment of the Office of Facilities Planning, Design and Construction (FPDC). As a part of this action, the Board also approved a new position entitled "Construction Program Manager." Staff now recommends that this position be filled, at least initially, on a consulting basis due to our inability to secure a sufficient pool of applicants over the past several months and our need for in house construction program management services.

The term of the agreement would be for the period November 1, 2006 to October 31, 2008 unless earlier terminated upon the mutual concurrence of RCCD and the consultant. Funding source: Budgeted funds in Resource 4160.

Recommended Action:

It is recommended that the Board of Trustees approve the attached agreement with Daniel C. Johnson for construction management services and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: James L. Buysse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR CONSTRUCTION PROGRAM MANAGEMENT
SERVICES

THIS AGREEMENT is made this 1st day of November 2006, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein after called RCCD, and Daniel C. Johnson, herein after called Consultant.

1. Recitals.

(a) Consultant represents that he has the background and experience to provide construction program management services to RCCD and is familiar with the purpose and powers of RCCD.

(b) RCCD desires that certain construction program management services be provided and to retain Consultant in that connection and Consultant is desirous of rendering such services.

2. Scope of Services. Consultant shall provide such construction program management services as may be necessary to fully and professionally complete projects and perform the services set forth in Exhibit "A" (Scope of Services), attached hereto and by this reference made a part of this Agreement. Consultant shall be under the control of the District as to the results to be accomplished and not as to the means or manner by which such result is to be accomplished. It is the intent of all parties to this Agreement that the Consultant shall comply with the required and necessary criteria to maintain independent contractor status of the Consultant.

3. Term. Consultant shall commence the performance of the services contemplated hereunder upon the date first above written and shall complete such projects and services on (or before) November 1, 2008, unless terminated earlier as provided hereinafter. The Agreement may be extended by mutual agreement of the parties.

4. Cooperation/Inspection.

(a) RCCD shall give timely cooperation to Consultant to include reasonable access to RCCD records and personnel as may be deemed necessary to perform the services contemplated hereunder. Consultant shall cooperate, and otherwise work, with RCCD's personnel and make himself available to RCCD's personnel and other RCCD consultants, if applicable, during the term of this Agreement.

(b) All of the services contemplated hereunder shall be subject to RCCD's review, monitoring, inspection, and/or approval; provided, however, that any such inspections shall be conducted at reasonable times.

5. Standard of Care/Licenses. Consultant shall perform the services contemplated hereunder in a skillful and competent manner, and shall secure and maintain in force any and all licenses, permits or other documents that it may be required to have by any federal, state or local laws in order to perform such services.

6. Reimbursement of Expenses. Consultant shall be reimbursed for any costs and expenses incurred on RCCD's behalf, including without limitation, travel, telephone toll charges, messenger service, and copies of documents, but only upon written approval from RCCD's representative.

7. Compensation/Billing/Payment.

(a) As compensation for the services to be rendered hereunder, RCCD shall pay to Consultant such sums and amounts in accordance with the Compensation Schedule set forth in Exhibit "B", attached hereto and by this reference made a part of this Agreement.

(b) Consultant shall submit a separate billing and accounting on a monthly basis to RCCD. Each billing and accounting shall include a description of the services performed, reimbursable expenses incurred and time worked.

8. Additional Services. Upon request in writing to do so by RCCD during the term of this Agreement, Consultant shall perform services in addition to those services contemplated hereunder and such additional services shall be designated as "Extra Work." Extra Work shall be construed as services which are determined by RCCD to be necessary and appropriate but which were not reasonably anticipated by the parties hereto. Compensation for such Extra Work shall be on the same basis as set forth in Exhibit "B".

9. Termination. This Agreement may be terminated in whole or in part by RCCD or its authorized representative upon written notice thereof to Consultant. In the event of such termination, Consultant shall deliver to RCCD forthwith all documents, data, graphs, summaries and other related materials, finished or unfinished, which were prepared or accumulated by Consultant in connection with the services contemplated hereunder and any Extra Work performed prior to the date of such termination. Upon delivery thereof, Consultant shall be paid for all approved compensation and expenses not previously paid by RCCD prior to the date of such termination.

10. Representatives.

(a) RCCD's Vice Chancellor, Administration and Finance, or his designee, shall serve as RCCD's representative and shall have the authority to act on behalf of RCCD for all purposes hereunder. RCCD's representative, or his designee, shall be available to Consultant at all reasonable times.

(b) Consultant shall be available to RCCD at times to be arranged by RCCD's representative or his designee and the Consultant. It is intended that Consultant be available 25-30 hours per week to provide construction program management services to RCCD.

11. Rights to Engage or Employ Other Consultants. Unless otherwise prescribed herein, RCCD reserves the right to engage or employ other Construction Project Managers and/or Consultants to provide services similar to those contemplated herein.

12. Property of RCCD. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of RCCD upon the completion of the services contemplated hereunder, except that the Consultant shall have the right to retain copies of all such data for his records. RCCD shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at RCCD's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following termination of this Agreement, desires to use any such data, he shall first obtain approval of RCCD's representative in writing.

13. Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of RCCD, be used by Consultant for any purpose other than the performance of the Services hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the services hereunder.

14. Independent Contractor. Consultant shall act in an independent capacity during the term of this Agreement and not as an employee or agent of RCCD. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.

15. Assignability. Consultant cannot assign any of his rights, duties or obligations under this Agreement to any person or entity without the written consent of RCCD's representative being first obtained. This includes the ability to subcontract all or a portion of his rights, duties and obligations hereunder.

16. Procurement of Similar Services. In the event this Agreement is terminated in whole or in part, RCCD may procure, and otherwise contract for services similar to those terminated upon such terms and in such manner as RCCD may deem appropriate in its sole discretion.

17. Hold Harmless.

Consultant and RCCD shall indemnify and hold each other, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based

or asserted upon any act or omission of the other party relating to or in anywise connected with or arising from the accomplishments of the services to be rendered hereunder.

18. Force Majeure.

(a) In the event Consultant is unable to comply with any provision of this Agreement due to causes beyond his control relating to acts of God, acts of war, civil disorders, or other similar acts, Consultant shall not be held liable to RCCD for such failure to comply.

(b) In the event RCCD is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, RCCD shall not be held liable to Consultant for such failure to comply.

19. Notices. Any notices and reports required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

RCCD:

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

Consultant:

Daniel C. Johnson
41320 La Sierra Road
Temecula, CA 92591

or to such other addresses as from time-to-time shall be designated by the respective parties.

20. Waiver of Performance. No waiver by RCCD at any time of any of the provisions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or any other provisions contained herein or of the strict and timely performance of such provisions.

21. Venue. Any action at law or inequity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

22. Attorney's Fees. In the event of any litigation or arbitration between RCCD and Consultant to enforce any of the provisions of this Agreement or any rights of any party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party or

parties, all costs and expenses including reasonable attorney's fees incurred therein by the successful party or parties, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

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

24. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

25. Entire Agreement. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the provisions thereof and supersedes any and all prior and contemporaneous Agreements and understandings, oral or written, in connection thereon. This Agreement may be changed or modified only upon the written consent of the parties hereto.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

Date: _____

CONSULTANT

By: _____
Daniel C. Johnson

Date: _____

EXHIBIT A

SCOPE OF SERVICES

This is an independent contractor position responsible for overseeing RCCD's construction management program for assigned projects including planning, design, and construction. The Consultant provides expertise, management control, technical input, and coordination between District administration and staff, and District consultants, including but not limited to: design professionals, engineering professionals, contractors, construction management consultants, and project management consultants. The Consultant may oversee the work of District Project Managers and other staff as assigned.

The Consultant will:

1. Direct and monitor the work of district construction consultants including, but not limited to, design professionals, engineering professionals, contractors, construction management consultants, project management consultants, construction inspectors, testing labs, and other professional services providers.
2. Oversee the work of District Project Managers and other staff as assigned.
3. Prepare, revise, and monitor various construction related schedules, plans, and documents.
4. Participate in the preparation and revision of project construction budgets as assigned.
5. Assist in the monitoring of budgets for District construction.
6. Participate in the selection of planning, design, and construction consultants.
7. Participate in the screening of candidates for Planning, Design, and Construction department staff.
8. Review and comment on completeness and constructability of design documents at appropriate design and review phases of development.
9. Conduct pre-bid job site visits, preconstruction meetings, and construction progress meetings.
10. Monitor aspects of construction to ensure completion of construction in accordance with plans and specifications as assigned.
11. Conduct final inspections of construction, coordinates construction closeout procedures, and arranges for District's official acceptance of construction.
12. Ensure construction work completed complies with current building codes, and other regulatory requirements.
13. Review contractor's pay requests in terms of construction schedules, schedule of values, work-in-place, and stored materials and advises action as appropriate.
14. Review cost proposals/field orders and change orders for accuracy in terms of scope of work, labor and materials, and rates and advise action as appropriate.
15. Resolve job site conflicts by establishing review processes and mechanisms early in construction to minimize delays in job progress and potential impact on construction budget.
16. Oversee building commissioning in partnership with site maintenance personnel, contractors, and subcontractors for District construction projects as assigned.

17. In collaboration with other Planning, Design and Construction staff prepare reviews, and submit construction and maintenance cost estimates.
18. Serve as a member of the Associate Vice Chancellor Facilities Planning, Design, and Construction management team of advisors.
19. Maintain safe working conditions for all District employees and District contractors and consultants.

Payment to Consultant will be based upon the services delineated above.

EXHIBIT B

CONSTRUCTION PROGRAM MANAGEMENT SERVICES

FEE SCHEDULE

The District shall pay the Consultant at a rate of \$75.00 per hour, subject to the review and approval of the District Representative.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-a

Date: October 17, 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: Bill J. Bogle, Jr.
District Controller

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	PRINTER - LASERJET	LJIIP	MJ4515016	005167
1	HP	PRINTER - LASERJET	LJIIP	MJ0455466	005917
1	GATEWAY	COMPUTER - CPU PC	E3110	0009152840	009175
1	COMPAQ	CPU	1090ES	35BQGN1849	010232
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696553	010296
1	GATEWAY	COMPUTER - CPU PC	E3100-300	0008696563	010300
1	GATEWAY	CPU W/MONITOR	E3100	0008413040	010302
1	GATEWAY	COMPUTER - CPU PC	E3110	0009346112	010333
1	GATEWAY	CPU W/MONITOR	E3100	0008696585	010338
1	GATEWAY	CPU	SOLO2300	C49751070	010348
1	GATEWAY	MONITOR	700 069CS	17004A56363	010439
1	HP	PRINTER - LASERJET	LJ4000N	USEF141377	010637
1	GATEWAY	CPU W/MONITOR	G6-200	005456122	011140
1	GATEWAY	CPU W/MONITOR	E3110	0010322331	011479
1	GATEWAY	COMPUTER - CPU PC	E4200	0011288447	011705
1	GATEWAY	CPU W/MONITOR	E3110	0010088489	011736
1	GATEWAY	MONITOR - 17 INCH	EV700	17004A160501	011753
1	GATEWAY	MONITOR - 17 INCH	EV700	17004C008826	011786
1	GATEWAY	MONITOR - 17 INCH	EV700	17004C008831	011790
1	GATEWAY	CPU W/MONITOR	E3200	11220624	012043
1	GATEWAY	CPU W/MONITOR	E3200	0011220616	012061
1	GATEWAY	MONITOR - 19 INCH	VX900	T81039451	012167
1	GATEWAY	CPU W/MONITOR	E3200	0012633332	012961
1	APPLE	CPU W/MONITOR	G3	B9120EXG9D	013473
1	GATEWAY	CPU W/MONITOR	E4200	0014316258	013599
1	GATEWAY	CPU W/MONITOR	E4200	0013922222	013620
1	GATEWAY	COMPUTER - CPU PC	VX900	V9D004325	013621
1	GATEWAY	CPU W/MONITOR	E4200	005448456	013646
1	GATEWAY	MONITOR - 17 INCH	VX700	P905007793	013867
1	GATEWAY	MONITOR - 19 INCH	EV910	19007B158430	014256
1	GATEWAY	MONITOR - 17 INCH	VX700	P910144355	014358
1	GATEWAY	COMPUTER - CPU PC	E3200-350	0015852723	014372
1	GATEWAY	MONITOR - 17 INCH	EV700	MIA8J5266273	014373
1	GATEWAY	MONITOR - 17 INCH	EV700	17004a907419	014375
1	GATEWAY	MONITOR - 17 INCH	EV700	17014D138352	014377
1	GATEWAY	COMPUTER - CPU PC	E3200-550	0014411669	014378
1	GATEWAY	COMPUTER - CPU PC	E3200-550	0014411664	014382
1	GATEWAY	COMPUTER - CPU PC	E3200-550	0014411659	014384
1	GATEWAY	MONITOR - 17 INCH	EV700	MIABJ5281878	014389
1	GATEWAY	MONITOR - 17 INCH	EV700	17004A907413	014393
1	GATEWAY	MONITOR - 17 INCH	EV700	17004A907369	014395
1	GATEWAY	COMPUTER - CPU PC	E3200-550	0014411670	014396
1	GATEWAY	COMPUTER - CPU PC	E3200-550	0014411662	014400
1	GATEWAY	COMPUTER - CPU PC	E3200-550	0014411661	014402
1	GATEWAY	COMPUTER - CPU PC	E3200-550	0014411672	014408
1	GATEWAY	MONITOR - 17 INCH	EV700	MIABJ5282992	014412
1	GATEWAY	MONITOR - 17 INCH	EV700	MIABJ5282998	014414
1	GATEWAY	MONITOR - 17 INCH	EV700	17004A906930	014419
1	GATEWAY	COMPUTER - CPU PC	E4200-550	0018641677	014527
1	GATEWAY	MONITOR - 17 INCH	EV910	19007B152096	014669
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016560796	014877
1	GATEWAY	MONITOR - 17 INCH	EV700	MIABJA488316	014878

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016560808	014879
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016560805	014881
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016560803	014883
1	GATEWAY	MONITOR - 17 INCH	EV700	MIABJA486299	014884
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016560806	014931
1	XEROX	PRINTER - COLOR LASE	NC60	CRO-019748	015148
1	GATEWAY	COMPUTER - CPU PC	E4200-800	0019149235	015176
1	GATEWAY	CPU W/MONITOR	E4200	0019002092	015198
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726669	015222
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726566	015224
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726618	015229
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726614	015240
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726642	015241
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726648	015243
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726661	015246
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726635	015249
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726607	015274
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726662	015288
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726573	015289
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726603	015321
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726583	015327
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726621	015329
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726674	015330
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726666	015332
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726590	015333
1	GATEWAY	COMPUTER - CPU PC	E4200-700	0018726655	015334
1	GATEWAY	MONITOR - 17 INCH	VX720	P005024855	015340
1	GATEWAY	COMPUTER - CPU PC	E3000	9318203	015522
1	DELL	CPU W/MONITOR	OPGX110	4ANCB	015523
1	DELL	COMPUTER - CPU PC	DIMENSION X	J4Z1701	016048
1	DELL	COMPUTER - CPU PC	DIMENSION X	6SXZ601	016118
1	GATEWAY	MONITOR - 17 INCH	VX720	P010179379	016462
1	GATEWAY	COMPUTER - CPU PC	E4200-650	0020937399	016474
1	GATEWAY	CPU W/MONITOR	E4400	0021782918	016824
1	GATEWAY	COMPUTER	PROFILE	0017628322	017296
1	GATEWAY	COMPUTER - CPU PC	E4400-XL	0022967407	017352
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642359	017553
1	DELL	MONITOR - 19 INCH	M991	MX049VYR47801132G2MG	017651
1	DELL	MONITOR - 19 INCH	M991	MX049VYR47801132G2N2	017652
1	GATEWAY	COMPUTER - CPU PC	E4400-XL	0022873477	017747
1	GATEWAY	COMPUTER - CPU PC	E4400-XL	0022873452	017749
1	GATEWAY	CPU W/MONITOR	E4400	0022491792	017968
1	GATEWAY	COMPUTER - CPU PC	E4600-SE	0022625684	018123
1	IBM	SERVER	X350	23F3336	018317
1	MACINTOSH	COMPUTER - CPU MAC	G4	XB10803MK53	018357
1	GATEWAY	CPU W/MONITOR	E4600	002487415	018428
1	GATEWAY	MONITOR - 17 INCH	EV700	MU17046C0100437	018796
1	GATEWAY	COMPUTER - CPU PC	E4400-933	0022581555	019347
1	GATEWAY	COMPUTER - CPU PC	E4400-933	0022581557	019349
1	VIEWSONIC	MONITOR - 17 INCH FLAT	VE175	A1A023001267	019982
1	VIEWSONIC	MONITOR - 17 INCH FLAT	VE175	A1A023001237	019998
1	VIEWSONIC	MONITOR - 17 INCH FLAT	VE175	A1A023001236	019999

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU W/MONITOR	E3400	20946781	020410
1	APPLE	CPU W/MONITOR	G3	G912BH4G9D	020541
1	DELL	CPU W/MONITOR	210	H024A	020625
1	GATEWAY	CPU W/MONITOR	P4	23646137	020979
1	HP	FAX MACHINE	FAX700	5BTS30DCEW	024162
15	N/A	CHAIRS	N/A	N/A	N/A
20	N/A	TABLES	N/A	N/A	N/A
1	COMPAQ	CPU	5204	1X91CD94S2B6	-----
1	APC	BATTERY	670	WB9624011950	-----
1	HP	PRINTER	C3941A	USCB214453	008685
1	GATEWAY	CPU	E4200	0012702484	012309
1	GATEWAY	LAPTOP	2300	9158229	010348
1	GATEWAY	LAPTOP	2300	0012177386	011364
1	APPLE	CPU	G3	XB9120EXG9D	013473
1	HP	FAX MACHINE	TF421	98040082	012380
1	IBICO	BINDER	KOMBO	57497	-----
1	MICROTER	SCANNER	MRS	W120302519	-----
1	SHARP	FAX MACHINE	F02600	88119471	-----
1	GATEWAY	PROFILE	BU29928153	0014795597	-----
1	IBB	CPU	5150	17849815150	001903
1	APC	UPC	BP500UC	BNB0042151487	-----
1	APC	UPC	BP500UC	NB0108263486	-----
1	APC	UPC	BP500UC	NB0042151147	-----
1	APC	UPC	BP500UC	NB0108263454	-----
1	GATEWAY	MONITOR	EV700B	DU17026E68656	-----
1	GATEWAY	MONITOR	700	17004A012546	010163
1	GATEWAY	MONITOR	700	17004A488599	011488
1	GATEWAY	MONITOR	EV700C	MU17046C0005944	-----
1	SEM	MONITOR	DE770	GRNAM00100474	-----
1	APPLE	MONITOR	M4681	CY7230V36UC	-----
1	HP	FAX MACHINE	U40XI	MY28MG542M	-----
1	GATEWAY	CPU	2000	3973269	-----
1	HP	PRINTER	SERIES II	693949	-----
1	GATEWAY	MONITOR	EV700AA	21505860	-----
1	GATEWAY	MONITOR	VX720	204043516	-----
1	GATEWAY	MONITOR/CPU	PROFILE	BU299281153	-----
1	GATEWAY	MONITOR	EV500A	15017E067259	-----
1	IBM	MONITOR	5153	936824	-----
1	TOSHIBA	LAPTOP	PATB00U	Z8351106A	-----
1	HP	PRINTER	IIP	3136J31KTC	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-b

Date: October 17, 2006

Subject: Notice of Completion – Lovekin Field Shade Structure Project

Background: On January 24, 2006, the Board of Trustees awarded a contract to Shade Structures, Inc., to install shade structures for Lovekin Field in the amount of \$ 179,450.

The Associate Vice Chancellor of Facilities reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Lovekin Field Shade Structure Project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and; and 3) authorize the Board President to sign the notice.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

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

Backup V-A-9-b
October 17, 2006
Page 1 of 1

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

NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

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

Project title or description of work:	Lovekin Field Shade Structure Project, Riverside City Campus
Date of completion:	October 17, 2006
Nature of owner:	Public School
Interest or estate of owner:	Fee Simple
Address of owner:	4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor:	Shade Structures, Inc.
Street address or legal description of site:	4800 Magnolia Avenue Riverside, CA 92506

Dated: October 17, 2006

Owner: Riverside Community College District
(Name of public entity)

By: _____
President, Board of Trustees

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

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

Executed at Riverside, CA on October 17, 2006.

President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-1

Date: October 17, 2006

Subject: Subcontract Agreement with The Regents of the University of California

Background: Attached for the Board's review and consideration is a subcontract agreement between Riverside Community College District and The Regents of the University of California for the University of California, Riverside (UCR). This agreement covers the period of time between July 1, 2006 and July 31, 2009, and clarifies the funding that University of California, Riverside will receive as a partner in fulfilling the objectives of the "Building Bridges Across Riverside Through Water Quality Research" project, which is funded through a cooperative agreement awarded by the U.S. Department of Agriculture. Funding paid to UCR under the terms of this agreement will not exceed \$201,609.00. Funding source: Hispanic-Serving Institutions Education Grant awarded by the U.S. Department of Agriculture.

This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services; and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for July 1, 2006 through July 31, 2009, for an amount not to exceed \$201,609.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virgina McKee-Leone
Interim Vice President, Academic Affairs
Heather Smith
Assistant Professor, Biology

A Subcontract Between
Riverside Community College District
And
The Regents of the University of California
Resulting from a Cooperative Agreement to Implement a
U.S. Department of Agriculture
Hispanic-Serving Institutions Education Grants Program (CFDA 10.223)
Between
The U.S. Department of Agriculture
And
Riverside Community College District
(Award Number 2006-38422-17086)

Grant Award Notification for Award Number 2006-38422-17086 between the U.S. Department of Agriculture (USDA) and Riverside Community College District (RCCD) is attached to this subcontract and is incorporated herein as the scope of work (Backup 2). All applicable sections, including General Terms and Conditions - B, Special Grant Conditions, the referenced proposal, and regulations regarding the use of program income, and disclosing federal funding in public announcements, apply to this subcontract and are binding upon the parties to this subcontract.

I. Scope of Subcontract

Contracting Agent: Riverside Community College District (RCCD) (Lead Agency/Fiscal Agent) for Riverside City College (RCCD)

Cooperative Partner: The Regents of the University of California for the University of California, Riverside (UCR)

Subcontract Amount: Up to \$201,609 in federal funds, unless otherwise determined by the U.S. Department of Agriculture, will be utilized in accordance with the terms and conditions of this subcontract (including the attached budget), all applicable sections of the contract between RCCD and the U.S. Department of Agriculture, as well the information contained within the grant application to the Department of Agriculture written in response to the Department's request for proposals for CFDA 10.223. This sum is subject to reduction by RCCD should RCCD experience a reduction in funding from the U.S. Department of Agriculture. However, any impact on services as a result of reduction will be discussed, agreed upon and approved by Riverside City College's Project Director of the Hispanic-Serving Institutions Education Grant.

Effective Date of Subcontract: July 1, 2006

Expiration Date of Subcontract: July 31, 2009 unless terminated early by the U.S. Department of Agriculture; in that case the termination date of this subcontract would be the same date as the termination date given by the USDA.

II. Description of Work

Through this USDA funding opportunity, this collaborative project between Riverside Community College and the University of California, Riverside will serve two critical purposes: 1) to involve RCC students in research occurring at UCR and 2) to motivate and facilitate RCC student transfers to UCR. The *Building Bridges Across Riverside Through Water Quality Research* project provides RCC students an experiential learning opportunity in cutting-edge water quality research and exposure to a four-year college experience at UCR.

We have established this collaborative effort between Riverside Community College and the University of California, Riverside (UCR) with the overarching goals to:

1. Introduce underrepresented students to high level research in a USDA priority area (provide science-based knowledge and education to improve the management of soil, air, and water resources to support production and enhance the environment).
2. Provide an experiential learning experience for RCC students through paid summer research internships and part-time jobs (during the academic year) in a laboratory at UCR.
3. Recruit underrepresented students from the two year institution (RCC) to transfer to UCR to complete a bachelor's degree in science and engineering disciplines.
4. Ensure retention and a seamless transfer for those RCC students successfully recruited to UCR through mentorship and outreach programs on the UCR campus.

UCR will meet with RCCD at a frequency requested by the RCCD Project Director to discuss progress made toward grant objectives, review fiscal issues, address challenges, barriers, and/or concerns regarding the grant, and coordinate activities.

UCR will provide the necessary administrative services to maintain fiscal and contract compliance with regard to its specific role and responsibilities concerning this grant, while RCCD will provide overall administrative oversight for all parts of this grant and serve as the primary contact to the U.S. Department of Agriculture.

III. Consideration

In consideration of the performance by UCR in administering this component of the Hispanic-Serving Institutions Education Grant, RCCD shall make payments to UCR totaling \$64,307 in the first year, \$64,185 in the second year and \$73,117 in the third year, each year as approved in the grant (budget attached as Backup3), unless modified by unanimous approval of RCCD's Hispanic-Serving Institutions Education Grant Project Director and the U.S. Department of Agriculture. These funds will be released at least quarterly, but only after the delivery of services and the submission of annual progress reports. An invoice detailing expenses by major cost category and personnel expenses by individual line item (to correspond with line items listed in Backup 3) shall be sent to the Hispanic-Serving Institutions Education Grant Project Director at RCCD.

Payment for the delivery of services specified shall be made upon written request of UCR to RCCD by submission of a monthly request for reimbursement certification form. As agreed to in advance, request for reimbursement certification financial documentation must report expenses by major budget categories on an actual cost reimbursement basis. RCCD will make every effort to reimburse UCR for services rendered within thirty days. RCCD must receive requests for reimbursement for payroll expenditures rendered in a particular month no later than thirty days subsequent to the end of that month. In addition, UCR shall have the right to re-budget expenses as long as the re-budgeting falls within the guidelines of the expanded authorities. Likewise, any carry forward of funds can only be allowed by RCCD if the USDA allows such carry forward. During the third and fourth quarters of the grant year, both parties agree to reevaluate the transfer of grant funds under this subcontract to reflect actual and anticipated grant deliverables. A subcontract amendment may increase or decrease the total amount of consideration due under this subcontract.

IV. Records/Audits

In accordance with the Terms and Conditions of the grant, in order to be in compliance with federal requirements, UCR must maintain records regarding the use of grant funds and progress toward grant objectives. UCR will maintain appropriate financial records in accordance with generally accepted accounting practices. UCR will make available to RCCD upon request, backup financial documentation (invoices and receipts) that clearly describe the nature of each expense, as authorized in the approved budget and as required by the terms of the USDA award agreement. UCR will submit an Annual Progress Report that addresses progress made toward grant objectives and barriers or challenges to successful achievement of program objectives.

UCR shall preserve and, with advance notification, make available all records related to this Agreement for examination by Riverside Community College District, the federal government, and/or their duly authorized representative. UCR shall retain these records for three years after the completion of the grant program. If any audit or other action involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later; the retention period starts on the day the grantee submits its last expenditure report for that period or when the grant ends, whichever is later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired. UCR is subject to the uniform administrative requirements of OMB Circular A-21, A-110 and A-133 and/or other federal guidelines.

V. Assurances

Acceptance of this subcontract constitutes certification that UCR is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Acceptance of this subcontract constitutes certification that UCR is not delinquent on any Federal debt.

Acceptance of this subcontract constitutes certification that UCR is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

Acceptance of this subcontract constitutes certification that UCR is in compliance with the Series 3000 of the Staff Diversity/Affirmative Action Policy (Americans with Disabilities Act [1990], Ed. Code 87100, Title 5, California Code of Regulations Policy Number 3010x).

Acceptance of this subcontract constitutes certification that to the best of UCR's knowledge and belief: No federal appropriated funds have been paid or will be paid, by or on behalf of UCR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, UCR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

UCR agrees to abide by all regulations regarding intellectual property, compliance with ADA and the FEHA/Rehabilitation Act 1973.

UCR agrees to notify RCCD immediately if there is any change of status in any of the above.

VI. Designation of Personnel

RCCD and USDA have designated Dr. Heather Smith as the Project Director of the Hispanic-Serving Institutions Education Grant Program. Dr. Smith is responsible for the scientific and technical administration of the collaborative project. All inquiries and reports regarding this subcontract should be directed to Dr. Smith. UCR has designated Sharon Walker as the Co-PI of the program. These designated individuals are responsible for coordinating financial and administrative matters as they relate to this subcontract.

VII. Suspension and Termination of Funds

Pursuant to a mutual understanding that the terms of this subcontract do not encumber the implementation of Award Number 2006-38422-17086, as granted by the federal Department of Agriculture for the explicit purposes of this Hispanic-Serving Institutions Education Grants Program, either party may suspend or terminate this subcontract upon thirty (30) days written notice, when at any time in either party's determination, the other party to this subcontract violates or departs from the terms and conditions of this subcontract; or if the program would not be achieved by continuance of the existing subcontract; or if UCR fails to submit the reports required under this subcontract according to the established schedule. Termination of this subcontract, however, will not invalidate commitments or obligations properly incurred by UCR prior to the date of termination that cannot be cancelled. UCR also agrees to adhere to conflict of interest regulations as approved by its governing body.

VIII. Indemnification

Each party agrees to be responsible and assume liability for its own willful or negligent acts or omissions, or those of its officers, agents, or employees, resulting from the performance of this subcontract, and agrees to hold the other party, its officers, employees, subcontractors, agents or representatives harmless from any such liability. All partners of the Hispanic-Serving Institutions Education Grants Program are institutions of higher education of the State of California and assume liability only to the extent allowed by the State of California.

IX. Anti-Kickback

The Anti-Kickback Act of 1986 was passed to deter entities from making payment for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this subcontract, UCR agrees to comply with the following regulations: FAR 3.502 and FAR 52.203.7.

X. Acknowledgement of Support and Disclaimer

The following acknowledgment of USDA Cooperative State Research, Education and Extension Service (CSREES) support must appear in the publication of any material, whether copyrighted or not, and any products produced in electronic formats (e.g., World Wide Web pages, computer programs, etc.) which is substantially based upon or developed under this award:

"This material is based upon work supported by the Cooperative State Research, Education, and Extension Service, U.S. Department of Agriculture, under Award Number 2006-38422-17086."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must contain the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Agriculture."

UCR is responsible for assuring that an acknowledgment of USDA support is made during news media interviews, including popular media such as radio, television and news magazines, that discuss in a substantial way work funded by this award.

XI. Law

This contract shall be governed by and construed in accordance with the laws of the State of California.

XII. Notices

All notices, claims, correspondence, reports, invoices and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD: Dr. Heather Smith
Assistant Professor, Biology
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

UCR: Mayela Castillo
University of California
Office of Research
200 University Office Building
Riverside, CA 92521-0217

All notices, claims, correspondence, reports, invoices and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization Page

Riverside Community College District

Regents of the University of California

James L. Buysse
Vice Chancellor, Administration and Finance

Mayela Castillo
Senior Contract and Grant Officer

Date

Date

**United States Department of Agriculture
 Cooperative State Research, Education, and Extension Service
 AWARD FACE SHEET**

1. Award No. 2006-38422-17086		2. Proposal Number 2006-03481		3. Period of Performance 08/01/2006 through 07/31/2009		4. Type of Instrument Grant																										
5. Type of Action New		6. CFDA Number 10.223		7. Authority 7 U.S.C. 3241		8. Method of Payment DHHS Payment Management System		9. CRIS Number 0207092																								
10. Agency (Name and Address) Awards Management Branch Cooperative State Research, Education, and Extension Service/USDA Washington, DC 20250-2271					11. Awardee Organization Riverside City College Riverside, CA 92506																											
12. Program Point of Contact: Irma Lawrence Telephone: (202) 720-1254 ilawrence@csrees.usda.gov				Administrative Point of Contact: Jeffrey B. Jacobs Telephone: (202) 690-5717 jjacobs@csrees.usda.gov				13. Project Director/Performing Organization Heather Smith Riverside Community College Riverside, CA 92506																								
14. Funding:					15. Funds Chargeable																											
<table border="1"> <thead> <tr> <th></th> <th>Federal</th> <th>Non-Federal</th> </tr> </thead> <tbody> <tr> <td>Previous Total</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>+ or -</td> <td>\$294,000.00</td> <td>\$0.00</td> </tr> <tr> <td>Total</td> <td>\$294,000.00</td> <td>\$0.00</td> </tr> <tr> <td>Grand Total</td> <td>\$294,000.00</td> <td></td> </tr> </tbody> </table>						Federal	Non-Federal	Previous Total	\$0.00	\$0.00	+ or -	\$294,000.00	\$0.00	Total	\$294,000.00	\$0.00	Grand Total	\$294,000.00		<table border="1"> <thead> <tr> <th>FY - FDC</th> <th>Amount</th> <th>FY - FDC</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>06- 623-38422</td> <td>\$294,000.00</td> <td></td> <td></td> </tr> </tbody> </table>					FY - FDC	Amount	FY - FDC	Amount	06- 623-38422	\$294,000.00		
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06- 623-38422	\$294,000.00																															
16. Title of Proposal Building Bridges Across Riverside Through Water Quality Research																																
PROVISIONS																																
<p>This Award incorporates the following:</p> <ol style="list-style-type: none"> 1. The referenced proposal and any revision thereto - incorporated by reference 2. CSREES General Terms and Conditions - B dated 02/05 - incorporated by reference (http://www.csrees.usda.gov/business/awards/awardterms.html) Article 10, Current Research Information System (CRIS) Requirements, is applicable to this award 3. 7 CFR Part 3015, 7 CFR Part 3017, 7 CFR Part 3018 and 7 CFR Part 3019- incorporated by reference (http://www.csrees.usda.gov/business/awards/fedregulations.html) 4. The Approved Award Budget 5. CRIS Form AD-416 and AD-417 - incorporated by reference 6. The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown must be made within the first year of the project. 7. Pre-award expenditures are authorized from June 20, 2006 for the costs associated with items #2, #3, & #4 as identified in your requesting letter dated 06/28/06. Please be advised that item #1 "Dinner" expenses are an unallowable expense. 																																
FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE																																
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.																																
Typed Name Sondra R. Watkins Authorized Departmental Officer				Signature <i>Adlene Woodin</i>				Date 7/18/2006																								

UNITED STATES DEPARTMENT OF AGRICULTURE
 COOPERATIVE STATE RESEARCH, EDUCATION, AND EXTENSION SERVICE

OMB Approved
 0524-0039

BUDGET - Year One

ORGANIZATION AND ADDRESS				USDA AWARD NO.			
University of California-Riverside							
PROJECT DIRECTOR(S) Sharon Walker				DURATION PROPOSED MONTHS: 12 Funds Requested by Proposer	DURATION PROPOSED MONTHS: _____ Funds Approved by CSREES (If different)	Non-Federal Proposed Cost-Sharing/ Matching Funds (If required)	Non-federal Cost-Sharing/Matching Funds Approved by CSREES (If Different)
A. Salaries and Wages	CSREES-FUNDED WORK MONTHS						
	Calendar	Academic	Summer				
1. No. of Senior Personnel							
a. 1 (Co)-PD(s)			1.5	11,000			
b. ____ Senior Associates							
2. No. of Other Personnel (Non-Faculty)							
a. Research Associates/Postdoctorates							
b. ____ Other Professionals							
c. ____ Paraprofessionals							
d. 1 Graduate Student				10,773			
e. 1 Undergraduate Student				2,399			
f. ____ Secretarial-Clerical							
g. ____ Technical, Shop and Other							
Total Salaries and Wages →				24,172			
B. Fringe Benefits (If charged as Direct Costs)				5,024			
C. Total Salaries, Wages, and Fringe Benefits (A plus B) →				29,196			
D. Nonexpendable Equipment (Attach supporting data. List items and dollar amounts for each item.)							
E. Materials and Supplies				11,500			
F. Travel				1,250			
G. Publication Costs/Page Charges				500			
H. Computer (ADPE) Costs							
I. Student Assistance/Support (Scholarships/fellowships, stipends/tuition, cost of education, etc. Attach list of items and dollar amounts for each item.)				8,000			
J. All Other Direct Costs (In budget narrative, list items and dollar amounts, and provide supporting data for each item.)				1,000			

K. Total Direct Costs (C through J) →	51,446			
L. F&A/Indirect Costs (If applicable, specify rate(s) and base(s) for on/off campus activity. Where both are involved, identify itemized costs included in on/off campus bases.)	12,861			
M. Total Direct and F&A/Indirect Costs (K plus L) →	64,307			
N. Other →				
O. Total Amount of This Request →	64,307			
P. Carryover -- (If Applicable) Federal Funds: \$ _____ Non-Federal funds: \$ _____ Total \$ _____				
Q. Cost-Sharing/Matching (Breakdown of total amounts shown on line O)				
Cash (both Applicant and Third Party) →				
- Non Cash Contributions (both Applicant and Third Party)				
NAME AND TITLE (Type or print)	SIGNATURE (required for revised budget only)		DATE	
Project Director			5-12-06	
<i>Authorized Organizational Representative</i>			5-12-06	

UNITED STATES DEPARTMENT OF AGRICULTURE
 COOPERATIVE STATE RESEARCH, EDUCATION, AND EXTENSION SERVICE
 BUDGET - Year Two

OMB Approved
 0524-0039

ORGANIZATION AND ADDRESS			USDA AWARD NO.			
University of California-Riverside						
PROJECT DIRECTOR(S) Sharon Walker			DURATION PROPOSED MONTHS: 12 Funds Requested by Proposer	DURATION PROPOSED MONTHS: _____ Funds Approved by CSREES (If different)	Non-Federal Proposed Cost-Sharing/Matching Funds (If required)	Non-federal Cost-Sharing/Matching Funds Approved by CSREES (If Different)
A. Salaries and Wages	CSREES-FUNDED WORK MONTHS					
1. No. of Senior Personnel	Calendar	Academic	Summer			
a. 1 (Co)-PD(s)			1.5	11,219		
b. ____ Senior Associates						
2. No. of Other Personnel (Non-Faculty)						
a. Research Associates/Postdoctorates						
b. ____ Other Professionals						
c. ____ Paraprofessionals						
d. 1 Graduate Students				10,980		
e. 1 Undergraduate Student				2,444		
f. ____ Secretarial-Clerical						
g. ____ Technical, Shop and Other						
Total Salaries and Wages →				24,643		
B. Fringe Benefits (If charged as Direct Costs)				5,455		
C. Total Salaries, Wages, and Fringe Benefits (A plus B) →				30,098		
D. Nonexpendable Equipment (Attach supporting data. List items and dollar amounts for each item.)						
E. Materials and Supplies				10,500		
F. Travel				1,250		
G. Publication Costs/Page Charges				500		
H. Computer (ADPE) Costs						
I. Student Assistance/Support (Scholarships/fellowships, stipends/tuition, cost of education, etc. Attach list of items and dollar amounts for each item.)				8,000		

J. All Other Direct Costs (In budget narrative, list items and dollar amounts, and provide supporting data for each item.)	1,000			
K. Total Direct Costs (C through J) →	51,348			
L. F&A/Indirect Costs (If applicable, specify rate(s) and base(s) for on/off campus activity. Where both are involved, identify itemized costs included in on/off campus bases.)	12,837			
M. Total Direct and F&A/Indirect Costs (K plus L) →	64,185			
N. Other →				
O. Total Amount of This Request →	64,185			
P. Carryover -- (If Applicable) Federal Funds: \$ _____ Non-Federal funds: \$ _____ Total \$ _____				
Q. Cost-Sharing/Matching (Breakdown of total amounts shown on line O)				
Cash (both Applicant and Third Party) →				
- Non Cash Contributions (both Applicant and Third Party)				
NAME AND TITLE (Type or print)	SIGNATURE (required for revised budget only)		DATE	
Project Director			5-12-06	
<i>Authorized Organizational Representative</i>			5-12-06	

UNITED STATES DEPARTMENT OF AGRICULTURE
 COOPERATIVE STATE RESEARCH, EDUCATION, AND EXTENSION SERVICE
 BUDGET - Year Three

OMB Approved
 0524-0039

ORGANIZATION AND ADDRESS				USDA AWARD NO.			
University of California-Riverside							
PROJECT DIRECTOR(S) Sharon Walker				DURATION PROPOSED MONTHS: 12 Funds Requested by Proposer	DURATION PROPOSED MONTHS: _____ Funds Approved by CSREES (If different)	Non-Federal Proposed Cost-Sharing/Matching Funds (If required)	Non-federal Cost-Sharing/Matching Funds Approved by CSREES (If Different)
A. Salaries and Wages	CSREES-FUNDED WORK MONTHS						
1. No. of Senior Personnel	Calendar	Academic	Summer				
a. 1 (Co)-PD(s)			2.0	15,258			
b. ____ Senior Associates							
2. No. of Other Personnel (Non-Faculty)							
a. Research Associates/Postdoctorates							
b. ____ Other Professionals							
c. ____ Paraprofessionals							
d. 1 Graduate Students				12,800			
e. 1 Undergraduate Student				2,444			
f. ____ Secretarial-Clerical							
g. ____ Technical, Shop and Other							
Total Salaries and Wages →				30,502			
B. Fringe Benefits (If charged as Direct Costs)				6,469			
C. Total Salaries, Wages, and Fringe Benefits (A plus B) →				36,971			
D. Nonexpendable Equipment (Attach supporting data. List items and dollar amounts for each item.)							
E. Materials and Supplies				10,500			
F. Travel				1,250			
G. Publication Costs/Page Charges				773			
H. Computer (ADPE) Costs							
I. Student Assistance/Support (Scholarships/fellowships, stipends/tuition, cost of education, etc. Attach list of items and dollar amounts for each item.)				8,000			

J. All Other Direct Costs (In budget narrative, list items and dollar amounts, and provide supporting data for each item.)	1,000			
K. Total Direct Costs (C through J) →	58,494			
L. F&A/Indirect Costs (If applicable, specify rate(s) and base(s) for on/off campus activity. Where both are involved, identify itemized costs included in on/off campus bases.)	14,623			
M. Total Direct and F&A/Indirect Costs (K plus L) →	73,117			
N. Other →				
O. Total Amount of This Request →	73,117			
P. Carryover -- (If Applicable) Federal Funds: \$ _____ Non-Federal funds: \$ _____ Total \$ _____				
Q. Cost-Sharing/Matching (Breakdown of total amounts shown on line O)				
Cash (both Applicant and Third Party) →				
- Non Cash Contributions (both Applicant and Third Party)				
NAME AND TITLE (Type or print)	SIGNATURE (required for revised budget only)		DATE	
Project Director			5-12-06	
<i>Authorized Organizational Representative</i>			5-12-06	

UNITED STATES DEPARTMENT OF AGRICULTURE
 COOPERATIVE STATE RESEARCH, EDUCATION, AND EXTENSION SERVICE
 BUDGET – Cumulative

OMB Approved
 0524-0039

ORGANIZATION AND ADDRESS			USDA AWARD NO.			
University of California-Riverside						
PROJECT DIRECTOR(S) Sharon Walker			DURATION PROPOSED MONTHS: 12 Funds Requested by Proposer	DURATION PROPOSED MONTHS: _____ Funds Approved by CSREES (If different)	Non-Federal Proposed Cost-Sharing/Matching Funds (If required)	Non-federal Cost-Sharing/Matching Funds Approved by CSREES (If Different)
A. Salaries and Wages	CSREES-FUNDED WORK MONTHS					
1. No. of Senior Personnel	Calendar	Academic	Summer			
a. 1 (Co)-PD(s)			5	37,477		
b. ____ Senior Associates						
2. No. of Other Personnel (Non-Faculty)						
a. Research Associates/Postdoctorates						
b. ____ Other Professionals						
c. ____ Paraprofessionals						
d. 1 Graduate Student				34,553		
e. 1 Undergraduate Student				7,287		
f. ____ Secretarial-Clerical						
g. ____ Technical, Shop and Other						
Total Salaries and Wages →				79,317		
B. Fringe Benefits (If charged as Direct Costs)				16,948		
C. Total Salaries, Wages, and Fringe Benefits (A plus B) →				96,265		
D. Nonexpendable Equipment (Attach supporting data. List items and dollar amounts for each item.)						
E. Materials and Supplies				32500		
F. Travel				3750		
G. Publication Costs/Page Charges				1773		
H. Computer (ADPE) Costs						
I. Student Assistance/Support (Scholarships/fellowships, stipends/tuition, cost of education, etc. Attach list of items and dollar amounts for each item.)				24,000		

J. All Other Direct Costs (In budget narrative, list items and dollar amounts, and provide supporting data for each item.)	3,000			
K. Total Direct Costs (C through J) →	161,288			
L. F&A/Indirect Costs (If applicable, specify rate(s) and base(s) for on/off campus activity. Where both are involved, identify itemized costs included in on/off campus bases.)	40,321			
M. Total Direct and F&A/Indirect Costs (K plus L) →	201,609			
N. Other →				
O. Total Amount of This Request →	201,609			
P. Carryover -- (If Applicable) Federal Funds: \$ _____ Non-Federal funds: \$ _____ Total \$ _____				
Q. Cost-Sharing/Matching (Breakdown of total amounts shown on line O)				
Cash (both Applicant and Third Party) →				
- Non Cash Contributions (both Applicant and Third Party)				
NAME AND TITLE (Type or print)	SIGNATURE (required for revised budget only)		DATE	
Project Director			5-12-06	
<i>Authorized Organizational Representative</i>			5-12-06	

Budget Narrative for UCR as Subcontractor

A. Salary and Wages

The proposal requests one and a half months of summer salary for Walker for years 1-3. Salary escalation of 2% is assumed. During year 3 an additional 0.5 month of salary has been added to support both Walker during the time in which the Final Performance Report is prepared.

The budget also includes 3.5 months of summer salary for year 1 and 2, 4 months of summary salary for year 3, and one quarter term worth of benefits annually for a UCR PhD student who will be directly supervising and participating in the research project. Additionally, funds have been allocated for a UCR undergraduate student to work on the project during the summer and academic year (\$8/hr).

B. Fringe Benefits

The University of California charges for benefits as a direct cost. For budgeting purposes, we assume a 12.7% benefit rate for faculty and 3.0% for students during the summer. Guidelines for estimation of the costs are posted at <http://www.ora.ucr.edu/ORA/ContractAndGrant/pfr-gship-4.htm>.

D. Non-Expendable Equipment

Not applicable.

E. Materials and Supplies

The research project will be conducted in Walker's lab. Therefore, to cover the cost of expendables, primarily labware and chemicals needed to conduct this project \$10,000 per year has been allocated. For demonstration materials such as chemicals and test kits for outreach activities at RCC and UCR, we have allocated \$1500 in year 1 and \$500 for years 2 and 3.

F. Travel

An amount of \$250 per year has been budgeted to cover the cost of a UCR fleet vehicle to drive program participants to the annual Southern California Conference for Undergraduate Research (SCCUR) at which the RCC students will present their research. These conferences take place locally (southern California) and does not require lodging. An additional \$1000 per year has been allocated for Walker to travel to the annual USDA conference in Washington, DC.

G. Publication Costs/Page Charges

An amount of \$500 has been budgeted to cover publication costs in years 1 and 2, and \$773 in year 3. These funds will be used so that results from the research project may be submitted to peer review journals and published.

H. Computer Costs

Not applicable.

I. Student Assistance/Support

A total amount of \$8,000 per year is requested for student support. For outreach activities including recruiting events, science fair awards, lab visits, etc we have allotted \$2000 per year. The RCC students' summer research experience at UCR we have allocated \$3500 per year to cover their room and board. \$2500 will be student regular school year salary. The UCR budget also includes funds for two RCC students per year to be paid to conduct research during the academic term (\$8/hr for 10 hr per week).

J. All Other Direct Costs

A UCR PhD student enrolled in the Graduate School of Education will be paid at a rate of \$1000 per year for assistance in the assessment components of the project. This student will assist the PDs, with supervision of the advisory committee (School of Education faculty members), in developing the evaluation instruments.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-2

Date: October 17, 2006

Subject: Nuvview Bridge Early College High School Grant Agreement

Background: Attached for the Board's review and consideration is a grant agreement with the Foundation for California Community Colleges (FCCC), an intermediary for the Early College High School Initiative funded by the Bill and Melinda Gates Foundation. With this agreement, the FCCC awards \$176,077.00 to the Moreno Valley Campus to implement, in collaboration with Nuvview Union School District, the Nuvview Bridge Early College High School. The term of the agreement is July 1, 2006 through June 30, 2007. Funding source: Bill and Melinda Gates Foundation Early College High School Initiative funds awarded through the Foundation for California Community Colleges.

The 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 ratify the agreement, for July 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Lisa Conyers
Vice President, Educational Services

Implementation Grant Agreement Between the
Foundation for California Community Colleges
And Riverside Community College District, Moreno Valley Campus
For an Early College High School
For Academic Year 2006-07
July 1, 2006 – June 30, 2007

The Foundation for California Community Colleges (FCCC) is pleased to renew an implementation grant in the initial amount of \$400,000, based on the projected final enrollment of 400 students at Nuvview Bridge Early College High School at 29780 Lakeview Avenue, Nuevo, CA 92567-9706 near Riverside Community College District's Moreno Valley Campus. The timeline of this grant project (both planning and implementation phases) is from July 1, 2004 through June 30, 2009; this grant agreement covers the period of time between July 1, 2006 and June 30, 2007. The purpose of this grant is to provide funding for operational activities which support the FCCC's Early College High School (ECHS) Benchmarks and National ECHS Initiative Core Principles.

A. Scope of Work

The implementation portfolio documents, including but not limited to your Letter of Intent, Proposal, Memorandum of Understanding, and Completed Annual Report, together with your current project budget, provide the basis for this grant agreement. These documents demonstrate Riverside Community College District's Moreno Valley Campus' commitment to implement all of the essential elements of the ECHS program model and to participate in the technical assistance, and professional development plan provided to you by the FCCC. Additional requirements are outlined in the Grantee Performance Requirements of the Payment Schedule below.

B. Use of Grant Funds

Riverside Community College District's Moreno Valley Campus agrees to use the grant funds only for the implementation and operational activities of an ECHS as described in your planning portfolio and this agreement. Funds may be carried over from year to year except at the conclusion of the final project year. Any portion of the grant funds unexpended or uncommitted at the end of the grant period will revert to the FCCC. Relative to your project budget, increases or decreases of more than 10 percent to an approved budget line must be approved in advance and in writing by the FCCC.

C. Payment of Grant Funds

The FCCC will provide grant payment installments based on requirements as listed in the Grantee Performance Requirements of the Payment Schedule. The FCCC reserves the right to discontinue funding or alter the funding schedule for the following reasons:

1. If grant funds to support the implementation project are not available from the Gates Foundation.
2. If FCCC is not satisfied with the progress of the project implementation or the content of your written progress reports or financial reports.

FCCC will provide 60 days written notice of substantial concerns, should any arise, in order to mutually plan corrective action prior to withholding grant funds as a result of inadequate performance.

FCCC reserves the right to amend the Grantee Performance Requirements specified in the Payment Schedule.

D. Payment Schedule

Funding Year – Reporting Period	Payment Date	Payment Amount	Grantee Performance Benchmark Requirements
Year 1 (Planning Year): 2003-04 2004-05	10/29/03	\$5,000*	<ul style="list-style-type: none"> • Proposal • Letter of Intent • MOU • Annual Planning Year Report
	12/12/03	\$5,000*	
		*Returned	
Year 2: 2005-06	10/26/05	\$18,572	<ul style="list-style-type: none"> • Receipt of signed grant agreement • Approval of satisfactory annual report for first year planning activities and budget expenditures • Full participation in the technical assistance and Professional Development activities by College liaison and faculty and ECHS principal and faculty • Participation in data sharing agreements and
	4/6/06	\$21,856	
	5/24/06	<u>\$52,429</u> \$92,875	

			activities
Funding Year – Reporting Period	Payment Date	Payment Amount	Grantee Performance Benchmark Requirements
Year 3 2006-07	9/1/06	\$176,077 (\$179,512 including carryover funds from 2005-06 in the amount of \$3,435)	<ul style="list-style-type: none"> • Receipt of signed grant agreement renewal • Approval of satisfactory annual report for second year planning activities and budget expenditures • Receipt of Annual Professional Development Plan • Review and make any necessary revisions to the MOU • Full participation in the technical assistance and Professional Development activities by College liaison and faculty and ECHS principal and faculty • Participation in data sharing agreements and activities • Develop and implement Curriculum Alignment Plan by college and ECHS faculty by discipline (math, science, English, and social studies) • Approval of satisfactory semi-annual progress report due January 15, 2007 • Approval of satisfactory third year annual report describing third year activities and budget expenditures – due June 1, 2007
Year 4 2007-08	7/1/07	\$69,910	<ul style="list-style-type: none"> • Receipt of signed grant agreement renewal • Approval of satisfactory annual report for third year operational activities and budget expenditures • Receipt of Annual Professional Development Plan • Full participation in the technical assistance and Professional Development activities by

<p>Year 4 (Continued) 2007-08</p>			<p>College liaison and faculty and ECHS principal and faculty</p> <ul style="list-style-type: none"> • Participation in data sharing agreements and activities • Review and make any necessary revisions to the MOU • Develop and implement Curriculum Alignment Plan by college and ECHS faculty by discipline (math, science, English, and social studies) • Approval of satisfactory semi-annual progress report due January 15, 2008 • Approval of satisfactory fourth year report describing fourth year activities and budget expenditures – due June 1, 2008
<p>Year 5 2008-09</p>	<p>7/01/08</p>	<p>\$61,156</p>	<ul style="list-style-type: none"> • Receipt of signed grant agreement renewal • Approval of satisfactory annual report for fourth year operational activities and budget expenditures • Receipt of Annual Professional Development Plan • Full participation in the technical assistance and Professional Development activities by College liaison and faculty and ECHS principal and faculty • Participation in data sharing agreements and activities • Review and make any necessary revisions to the MOU • Review and make any necessary revisions to the Curriculum Alignment Plan by faculty by discipline (math, science, English, and social studies) • Approval of satisfactory semi-annual progress report due January 15, 2009 • Approval of satisfactory fifth year report describing fifth year activities and budget expenditures – due June 1, 2009

Budget Templates, Audits, and Accounting

- A. Riverside Community College District's Moreno Valley Campus is required to account for expenses using the budget templates in electronic format heretofore provided. Please submit Riverside Community College District's Moreno Valley Campus financial reports in electronic form (see reporting, below), as the FCCC is required to provide this information to the Gates Foundation electronically.
- B. Riverside Community College District's Moreno Valley Campus is responsible for resolving any and all issues that relate to audits of the program that are funded through this agreement.
- C. Indirect costs are not allowable; however, Riverside Community College District's Moreno Valley Campus can charge for direct administrative and personnel services, providing such costs do not exceed five (5) percent of the total grant funds expended. Administrative costs which exceed the maximum administrative cost limit of five (5) percent but which otherwise would have been allocable to the grant are allowable as in-kind.
- D. Riverside Community College District's Moreno Valley Campus must provide and account for in-kind funds as agreed upon in the approved budget. In-kind costs must meet the following criteria:
 - They are verifiable from Riverside Community College District's Moreno Valley Campus or Nuview Union School District records.
 - They are not included as contributions for any other contract or grant programs.
 - They are necessary and reasonable for the proper and efficient accomplishments of program objectives.
 - They are allowable under applicable cost principles.

The value of Riverside Community College District's Moreno Valley Campus contributions of services and property will be determined in accordance with applicable cost principles and the approved budget.

E. Records Maintenance and Inspection

Riverside Community College District's Moreno Valley Campus agrees to maintain adequate records to enable expenditures of the grant funds to be easily confirmed. Riverside Community College District's Moreno Valley Campus also agrees to make its financial

books and records available for inspection at reasonable times and permit the FCCC to monitor and conduct an evaluation of activities under this agreement. This may include a visit by the FCCC personnel and/or Gates Foundation personnel or its agents to observe your college's program, discuss the program with Riverside Community College District's Moreno Valley Campus staff, and review financial and other records connected with this agreement. Riverside Community College District's Moreno Valley Campus must maintain records in accordance with state archival rules, but will not dispose of records any sooner than three years after the end of the grant period.

F. State K–12 Compliance

Nothing in this agreement is intended to be contrary to state or federal laws. All Early College High School implementation sites must provide student access to the state K–12 assessments or high stakes testing, as required by state education code.

G. Partner Agreements

Riverside Community College District's Moreno Valley Campus has provided the FCCC with a copy of the Memorandum of Understanding outlining the agreement between Riverside Community College District's Moreno Valley Campus and partner, Nuviev Union School District. This agreement specifies the diploma-granting institution, enrollment procedures, student fees and other per-student funding mechanisms, the instructional calendar, conduct and safety regulations, course compliance agreements, and any other agreements necessary to enable an ECHS to be fully implemented by Riverside Community College District's Moreno Valley Campus.

H. Copyright

Use of the name Early College High School implies agreement to continue to base services on the program model and its essential elements, and to continue affiliation with the network of ECHS practitioners, even after the planning and startup grant period is completed.

I. Reporting

Timely reports will allow the FCCC to provide quality technical assistance, and the FCCC will provide a template for these reports. Reporting requirements are as follows:

1. Semi-annual reports are due by the fifteenth of the month in the following months:
January of 2007, 2008, and 2009.

2. In addition, annual and financial reports will be due on June 1, 2007, 2008, and 2009 prior to your grant payments scheduled for July 1 of 2007 and 2008. A final financial report to close out the grant is due June 1, 2009.

J. Evaluation and Policy Coordination

The Bill & Melinda Gates Foundation has contracted with AIR/SRI to perform the evaluation on the Early College High School Initiative. Jobs for the Future (JFF) will also be performing data collection and evaluation related to the Initiative's student information system. The Foundation for California Community Colleges will provide information on the specific nature of evaluation as it is defined by the Bill & Melinda Gates Foundation, JFF, and AIR/SRI. Implementation grant funds may be used to assist in data collection and other evaluation projects as needed; additional funds will not be provided for this purpose.

Riverside Community College District's Moreno Valley Campus must also coordinate any policy initiatives related to an Early College High School (waivers, legislation, etc.) through the FCCC. Because of other Gates-funded projects in California, it is critical that the FCCC work collaboratively with other intermediaries doing early college work in the state.

K. Facilities

All Early College High School courses shall be held on the campus of Riverside Community College District's Moreno Valley Campus or Nuvview Bridge Early College High School unless an alternative location receives FCCC approval. Early College High School students will have access to instructional and non-instructional resources available to all other students on the campuses. College courses will be available during both day and evening hours, for maximum flexibility.

L. Public Communications

For any media release, program brochure, or public statement regarding this grant award Riverside Community College District, Moreno Valley Campus must:

1. Acknowledge the FCCC as the funder of the planning and implementation grants to implement the Early College High School program at Riverside Community College District's Moreno Valley Campus.
2. Acknowledge the Bill & Melinda Gates Foundation, the Carnegie Corporation of New York, the Ford Foundation, and the W.K. Kellogg Foundation as the funders of the Early College High School Initiative.
3. Agree to cooperate with media representatives of Bill & Melinda Gates Foundation, Jobs for the Future, and FCCC in promoting and reporting ECHS events. Submit copies of all

media releases, publications, news articles, pictures and video media (when available) to the Foundation for California Community Colleges for archiving and use in the promotion of state ECHS work.

4. Riverside Community College District's Moreno Valley Campus will refer to the program as an Early College High School and use the word mark and logo in print and on the web. The Early College High School logo will be provided in electronic format.

If Riverside Community College District's Moreno Valley Campus has any questions about this agreement, please contact Jeff Thompson, FCCC ECHS Director at (209) 406-8188 or Joyce Arntson, FCCC ECHS Associate Director at (714) 875-3605. Please sign and return both copies of this agreement; we will return an executed copy for your records. The return address is 3478 Buskirk Avenue, Suite 333, Pleasant Hill, CA 94523.

Riverside Community College District's Moreno Valley Campus agrees to the terms of this grant as set forth in the Grantee Performance Requirements in the Payment Schedule in this grant agreement.

Hold Harmless Agreement

The Grantee assumes responsibility for any grievance or liability claim that may be brought against the Grantee for the Early College High School developed and implemented with Grant funds. In the event of such a claim, the Foundation for California Community Colleges and the Bill & Melinda Gates Foundation and their employees, agents, and officers shall be defended by Grantee's Counsel and held harmless and remain free of liability. The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Grant Agreement and commit their respective organizations to comply with them.

Partner Nuview Union School District

It is agreed that Nuview Union School District will provide the following resources between July 1, 2006 and June 30, 2007 to operate the Nuview Bridge Early College High School (ECHS) and meet the objectives as prescribed by the original Memorandum of Understanding between the Foundation for California Community Colleges, Riverside Community College District and Nuview Union School District:

ECHS Site Director/Principal @ 70% (as a cash match)
Nuview Superintendent @ 5% (as an in-kind match)
Nuview Assistant Superintendent @ 5% (as an in-kind match)
Nuview Stipends, (5) @ \$5,554 each for a total of \$27,770
Other program staff, instructional and non-instructional @ \$744,482
Faculty Stipends @ \$12,000
Nuview Community Liaison @ 100%

Nuview Academic Counselor @ 10%
Nuview Counselor @ 100%
Mentors/Tutors as needed @ \$25,000 (as an in-kind match)
Nuview Secretary @ 100%
Instructional Books/Materials @ \$1,000
Instructional Supplies @ \$3,000
General Supplies @ \$2,000
Laptops and Other Instructional Equipment @ \$15,000
Professional Development @ \$21,000
Student/Staff Colloquium @ \$12,000
Student Recruitment/Outreach @ \$5,000
Student Evaluation/Testing @ \$3,000
Student Transportation to/from ECHS @ \$50,000 (\$47,200 as an in-kind match)
Facilities Costs @ \$373,391
Travel/Mileage @ \$4,000

Riverside Community College District will reimburse Nuview Union School District, using grant funds, for the following costs incurred in the operation of the Nuview Bridge Early College High School:

Nuview Faculty Stipends @ \$6,261
Nuview Academic Counselor @ 50% (\$48,034)
Instructional Books/Materials @ \$2,000
Instructional Supplies @ \$2,000
General Supplies @ \$2,000
Laptops and Other Instructional Equipment @ \$26,000
Student Transportation @ \$15,000
Travel/Mileage @ \$20,000

Total payment to Nuview Bridge Early College High School under this Agreement shall not exceed \$121,295 for the period of July 1, 2006, through June 30, 2007. Nuview Union School District will ensure that all personnel assigned to the Nuview Bridge Early College High School under the terms of this agreement, whether funded or dedicated as match, will track and record their time at the end of each month using standardized time and effort reports. Nuview Union School District will invoice Riverside Community College District on a quarterly basis for grant-funded expenses incurred under the terms of this Agreement.

Authorized Contact

The following Riverside Community College District, Moreno Valley Campus employee is authorized to submit to the Foundation responses to questions concerning this Grant Agreement.

Name:	Dr. Lisa Conyers
Position/Title:	Vice President, Educational Services
Organization:	Riverside Community College District, Moreno Valley Campus
Telephone:	(951) 571-6162
Fax:	(951) 571-6194
Email:	Lisa.Conyers@rcc.edu

For Riverside Community College District

Signature: _____ Date: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration and Finance

For the Nuview Union School District:

Signature: _____ Date: _____

Name: Dr. Jay Hoffman

Title: Superintendent

For the Foundation for California Community Colleges:

Signature: _____ Date: _____

Jeff Thompson
Vice President, Learning Programs

Signature: _____ Date: _____

Corporate Officer

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-3

Date: October 17, 2006

Subject: Agreement with Prima Dance Studios

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Prima Dance Studios. This agreement provides a venue for Norco Campus classes. The term of this agreement is August 28, 2006, to June 8, 2007, and includes a use fee of \$25.00 per hour (billed in full one-hour increments only). Total amount not to exceed \$17,000.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement from August 28, 2006, to June 8, 2007, for an amount not to exceed \$17,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Dawn Lindsay
Dean of Instruction



AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
PRIMA DANCE STUDIOS

WHEREAS, Riverside Community College District (RCCD) desires to use the facilities and premises of Prima Dance Studios, 109 N. Maple, Corona, California 92880 for the purpose of holding college level educational classes; and

WHEREAS, Prima Dance Studios desires to cooperate with RCCD in the use of its facilities;

NOW THEREFORE, the parties agree as follows:

1. For the use of dance/ballet classrooms at the Prima Dance Studio, RCCD will pay a use fee of \$25.00 per hour (billed in full hour increments only) for an amount not to exceed \$17,000.00 for the period August 28, 2006 thru June 8, 2007 (Fall, Winter, Spring and Summer Semesters).
2. RCCD will be responsible for any damages sustained to the building or equipment up to \$10,000, excluding normal wear and tear, occurring as a direct result of occupancy of the building by RCCD.
3. Prima Dance Studio will hold harmless and indemnify RCCD for any claims, lawsuits or liabilities of any type suffered by RCCD arising from the Prima Dance Studio's acts or omissions in the performance of this contract. RCCD will hold harmless and indemnify Prima Dance Studio for any claims, lawsuits, or liabilities of any type suffered by Prima Dance Studio arising from RCCD's acts or omissions in the performance of this contract.
4. RCCD shall not make or permit other persons to make any alterations to premises without first obtaining the written consent of Prima Dance Studio.
5. Prima Dance Studio shall bear all costs of utilities for heat, light, and power. Prima Dance Studio shall provide all comforts conducive to an educational class, such as lighting, air conditioning, heat, and water.
6. Each party shall maintain, at their own cost and expense, a policy of commercial general liability insurance, and shall name the other party, its officers, agents and assigns, as an additional insured for the term of this Agreement. The parties shall provide the other a copy of the certificate of insurance within ten (10) days of the

signing of this contract and shall further notify the other, in writing, within ten (10) days of any cancellation, termination or reduction of coverage of said policy.

- 7. This agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate.

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

RIVERSIDE COMMUNITY
COLLEGE DISTRICT

PRIMA DANCE STUDIOS

By: _____

By: _____

Title: James L. Buysse
Vice Chancellor, Administration & Finance

Title: _____

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-4

Date: October 17, 2006

Subject: Agreement with Innovative Interfaces

Background: Presented for the Board's review and consideration is a continuing service agreement between Riverside Community College District and Innovative Interfaces to provide maintenance service on INNOPAC hardware and software equipment located in the district libraries on all three campuses. Innovative Interfaces will provide the district libraries with new releases of the licensed software modules as long as the hardware and operating system used is sufficient and/or compatible with the requirements of the new release(s). Services will be provided 24 hours a day, 7 days a week. The term of the agreement is July 1, 2006 through June 30, 2007, and includes a service fee of \$41,251.01. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for July 1, 2006 through June 30, 2007, for an amount of \$41,251.01, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Cecilia Wong
Executive Dean, Library and Learning Resources



HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware), and the B321 barcode reader if applicable.
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The term of this Agreement is for the period July 1, 2006 through June 30, 2007 at \$38,284 per annum¹, in advance. If the Library chooses to pay semi-annually, quarterly or monthly, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:
- | | |
|-----------------------|-----|
| Payment Semi-annually | 3% |
| Payment Quarterly | 5% |
| Payment Monthly | 10% |
- d) Future maintenance charges may be subject to a price increase, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount.
- e) The Library must provide direct network Internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- g) If the Library adds any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- j) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the purchased Hardware
- m) If the Library decides to cancel the Agreement, Innovative Interfaces must be notified 90 days prior to the cancellation date.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MARTIN LUTHER KING, JR. LIBRARY [RIVCC]

By: _____

Name: James Buysse
Title: Vice Chancellor, Administration and Finance

Date: _____

INNOVATIVE INTERFACES, INC.

A handwritten signature in black ink, appearing to read "May Du".

By:
Name: May Du
Title: Customer Accounts
Date: August 7, 2006

¹ This amount is excluded of taxes. The Library will be responsible for all applicable taxes.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-1

Date: October 17, 2006

Subject: Proposed Agreement – ProWest Constructors to provide Construction Management Services for Phase III – Norco/Industrial Technology Project

Background: On June 20, 2006, the Board of Trustees approved a short list of Construction Management firms to assist Riverside Community College District in managing and executing construction projects. Pro West Constructors was one of the firms approved for hire.

Staff now proposes that the District enter into an agreement with ProWest Constructors to provide construction management services for the Phase III – Norco/Industrial Technology Project. Services would include coordination and review of all project documentation, and oversee the construction execution to ensure compliance with all bid specifications and Division of State Architect (DSA) requirements. The contract term would be from October 18, 2006, to the estimated project completion date of January 21, 2010, 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 at an hourly rate of \$165.00, not to exceed \$345,000.00 which is 2% of the estimated construction cost, including reimbursables. Construction management expenses for the project are included in the approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with ProWest Constructors for construction management services for the Phase III – Norco/Industrial Technology Project 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 18th day of October, 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 for Phase III Norco/Industrial Technology Project: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s) and at the job site for the project.
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 October 18, 2006, to the estimated completion date of January 21, 2010, 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 \$165.00, not to exceed \$345,000.00 which is 2% of the construction cost, 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. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant's records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. 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.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of the District, its agents, independent contractors, consultants and employees, for property damage, bodily injury, or death (District employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold Consultant 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.
10. 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.

11. 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.

ProWest Constructors

Riverside Community College District

Randy Craig
President

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

ProWest Constructors
Construction Management Services
Phase III Norco/Industrial Technology Project

Scope of Services

Provide project/construction management services to include the following:

- Oversight of entire project.
- Assist in the expedition of Requests for Information (RFI's) & Submittals which affect the critical path.
- Interface with Architect, Contractor and RCCD as required.
- Assess and comment on General Contractor's project schedule.
- Review General Contractor's schedules of value for percentages when submitted for monthly payment. This review to take place at bi-weekly meetings.
- Provide constructability and cost estimate reviews at the Design Development and Working Drawings Phase and before the bidding process.
- Assist in the bidding process and awarding of contracts.
- Write and control meeting minutes.
- Walk project every two weeks to assess project schedule.
- Provide 1 page executive report of project status to RCCD every four weeks.
- Monitor RCCD project budget as required.
- Take photos and submit to RCCD with executive report.
- Locate, assimilate, investigate and review existing project data in order to become familiar with the project.
- Review and assess submitted general contractor change orders on the project.
- Assist RCCD 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.
- Assist in warranty claims and post occupancy evaluation.
- Other related duties.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-2

Date: October 17, 2006

Subject: Design Consultation, Project Development, and Project Costing Services

Background: In July 2006, the District advertised a Request for Proposal (RFP) for architectural and engineering services to assist the District and its three campuses with design consultation, project development, design development and project costing for capital projects not to exceed \$2 million in construction costs (RFP attached for reference). Nineteen responses to the RFP were received. Facilities Planning, Design and Construction (FPDC) staff reviewed and screened the nineteen submittals and conducted reference checks. Five firms were selected based on their team profiles, experience in the California community college system, and experience with the California Division of the State Architect (DSA).

The FPDC screening committee recommends that the five firms listed below be approved for hire for the next two years to provide design and engineering consultation services. Individual contracts reflecting a firm or architect's particular assignment will be brought forward for Board approval prior to the commencement of work on a project.

GKKWorks - Riverside
Harley Ellis Deveraux - Riverside
Higginson + Cartozian Architects, Inc. - Redlands
HMC Architects - Ontario
R2A Architecture - Costa Mesa

Recommended Action: It is recommended that the Board of Trustees approve the five firms listed above for hire for the next two years on an individual basis when needed to execute projects which do not exceed \$2 million.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

Riverside Community College District

July 24, 2006

REQUEST FOR PROPOSAL (RFP) FOR DESIGN PROFESSIONALS

District and Campus Capital Project Design Consultation, Project Development, and Project Costing

1. Introduction

The Riverside Community College District (RCCD) Office of Facilities Planning, Design and Construction on behalf of the RCCD Board of Trustees is inviting written Requests for Proposals (RFP), including in-depth supporting material, on or before **September 1, 2006, at 5:00 PM** for consideration in the selection of Design Professionals for architectural and engineering services to assist the District and its three campuses with design consultation, project development, design development and project costing for capital projects and individual minor capital projects not to exceed \$2 million in construction costs.

The Riverside Community College District is located in the County of Riverside, in what is referred to as the Inland Empire, the fastest growing area in California. In the past eight years the District has grown by 50% in Weekly Student Contact Hours (WSCH). The District operates three separate campuses: Riverside City Campus, Moreno Valley Campus, and Norco Campus, four Learning Centers in the surrounding communities and two offices in downtown Riverside, a Systems Office Building and the District Office Building. The District serves 35,000 students each semester.

The Riverside City Campus is the oldest of the campuses and is the site of the original college. Located in the City of Riverside, the campus opened in 1916 and today serves more than 19,000 students each semester and has 36 buildings.

Located in the City of Moreno Valley, the Moreno Valley Campus opened in 1991 and serves more than 7,000 students each semester and has 11 buildings. It also operates three off site learning centers.

Since opening in March 1991, the Norco Campus has grown to serve more than 8,400 students, has 10 buildings, and is in the planning stages for Phase III expansion in order to accommodate more students.

Currently the District is in transition from a single college with multiple campuses to a District with three autonomous colleges. This transition period is expected to be completed within the next 2-3 years.

The District would like to secure the services of a design professional and/or firm that can provide architectural and engineering services to assist the District and its three campuses with design consultation, project development, design development, and project costing for capital projects and individual projects not to exceed \$2 million in construction costs. These projects would include new construction, renovations, remodels, and other design assignments that would include initial project exploration and programming exercises, development of project design, development of project budgets and cost estimates, and other design review work and development as assigned.

Work would include support for the District's Facilities Planning, Design and Construction Department, the Campus Strategic Planning Committees, and the District's Strategic Executive Planning Committee. The work of the selected architect and/or firm will be directed by the Vice Chancellor Administration and Finance or his designee. Immediate projects that are currently in planning include: Network Operation Centers (NOCS) at each of the District's three campuses, remodel work, and preliminary planning for several projects under consideration, including installation of modular and temporary facilities at all three campuses.

2. Schedule

The District is interested in contracting for the above described services for a period of two years beginning October 1, 2006 to September 30, 2008, with an option for an extension of the agreement based on performance and approval of the Board of Trustees.

3. Selection Criteria

The Screening Committee will be seeking a design professional and/or firm that exhibits planning and design talent with demonstrated experience in providing the above described services to California Community Colleges and other institutions of higher education. Applicants should highlight such experience and include a statement of:

1. Technical Competence and Past Performance Record
2. Design Philosophy
3. Client Relationships and References
4. Program Responsiveness
5. Production, Coordination, and Supervision Capability
6. Management Plan/Quality Control
7. Methodology for Construction and Project Cost Estimating
8. Previous Higher Education and Community College/DSA Experience
9. Campus and Community Relations

RCCD has the sole authority to select the final individual and/or firm and reserves the right to reject any and all submittals.

4. Submittal Format

Please submit a letter of interest that includes information and background for you and/or your firm as outlined in Item 3, 1-9 above. Include with your letter of submittal any other information that you consider helpful for the District to use to consider you and/or your firm. Also include an hourly billing rate for each classification of design professional that you would propose to support the work activity that would be assigned.

Note: If your firm has, with in the past year, submitted a proposal for design services to the Riverside Community College District the District will use those materials for consideration for this assignment. If you wish to have the District use previously submitted materials please so indicate in your submittal letter. Based on previously submitted materials and the above cited cover letter your interest in this proposal will be considered and evaluated.

If you have not submitted a proposal to the District in the past year please make sure that your proposal includes the information as outlined in Item 3, 1-9 above.

5. Selection Process

1. The District will solicit submittals from prospective individuals and firms.
2. The District will screen submittals and establish a short list of "finalists" (2-4) to be interviewed.
3. The District will conduct interviews of the finalists.
4. The District will negotiate fees and agreed upon services.
5. District staff will recommend appointment of the individual and/or firm to the Board of Trustees.
6. Upon action by the Board, the District will execute an agreement with the individual and/or firm.

6. Submission of Submittals

Interested individuals and/or firms should submit four (4) copies of their submittal, including one original with original signature(s), to RCCD by the due date. Proposals should be clearly labeled "**District and**

Campus Capital Project Design Consultation, Project Development, and Project Costing RFP” and delivered to RCCD in the following manner:

By U.S. Mail or other delivery service such as UPS, FedEx, etc., to

Purchasing Office
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

ALL RESPONSES MUST BE RECEIVED BY September 1, 2006, 5:00PM.

No oral, telegraphic, electronic, facsimile or telephone statements will be considered. Any Request for Proposal received after **September 1, 2006, 5:00PM** will not be considered and will be returned unopened.

All submittals become the property of the Riverside Community College District.
Inquiries regarding this RFP can be directed to:

Rick Hernandez
Director Capital Planning
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299
951 222 8471
Rick.Hernandez@rcc.edu

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-3

Date: October 17, 2006

Subject: Agreement with Charles McIntyre

Background: Presented for the Board's review and consideration is a contract between the Riverside Community College District (RCCD) and Charles McIntyre. The contract authorizes the Contractor to provide data and analysis for use in RCCD's strategic planning processes thereby assisting District efforts to meet the changing needs of the communities it serves. The term of the contract is November 1, 2006 through June 30, 2007. Under the terms of this contract, the District will make five installment payments of \$10,750.00 for a total of \$53,750.00. Funding source: General Fund.

This contract has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services.

Recommended Action: It is recommended that the Board of Trustees approve the contract, from November 1, 2006 through June 30, 2007, for a total amount of \$53,750.00, and authorize the Vice Chancellor, Administration and Finance to sign the Agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor of Institutional Effectiveness

AGREEMENT
PLANNING ASSISTANCE
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This agreement is between:

Riverside Community College District, referred to here as RCCD
and
CHARLES McINTYRE, referred to here as Contractor

TERM

Work under this agreement shall begin in November 2006 and be concluded on or before June 30, 2007.

SCOPE OF WORK

The purpose of this agreement is to authorize a project in which the Contractor will provide help to RCCD staff in its efforts to improve its strategic planning so as to meet the changing needs of those communities it serves. Details of the project are contained in the Contractor's proposal (Attachment A of this agreement).

CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible to:

- Scan and study conditions external to RCCD.
- Scan and evaluate certain conditions internal to RCCD.
- Develop plausible future scenarios and simulate future enrollments, policies and practices.

The Contractor will provide reports for each of the above project components both verbally and in writing, the latter to be available in hard copy and on his Web site, accessible via protected password.

RCCD RESPONSIBILITIES

The RCCD's staff will provide the Contractor with internal RCCD data (enrollment, facilities, programs, staffing, organization, etc.), help the Contractor secure external community and regional data, and assist with project meeting and other logistics.

PAYMENT

For the work and deliverables described in this agreement, the RCCD shall pay the Contractor a total of \$53,750.

Payment shall be made by the RCCD to the Contractor in five installments:

- | | |
|--|-----------|
| (1) November 2006 or at beginning of project work. | \$ 10,750 |
| (2) January 2007 or at discussion of preliminary findings | \$ 10,750 |
| (3) February 2007 or upon discussion of external scan | \$ 10,750 |
| (4) April 2007 or upon completion of internal scan and scenarios/simulations | \$ 10,750 |
| (5) Upon completion of all work. | \$ 10,750 |

EXPENSES

The Contractor shall be responsible for all business and travel expenses incurred under this agreement and shall furnish all materials, equipment, and other items necessary to perform the services set forth in this agreement. No reimbursement will be offered by the RCCD for any such expenses.

ADDITIONAL WORK

If the need for additional work arises, additions to this contract shall be addressed by amendment to this agreement in writing and must be approved by both of the parties.

HOLD HARMLESS

The parties agree to defend, indemnify and hold each other free and harmless from any liability or damages they may suffer as a result of claims, demands, costs or judgments against them resulting from their negligence or willful misconduct resulting from the performance of this contract.

CONTRACT REPRESENTATIVE

The RCCD's representative on this project shall be Kristina Kauffman. The RCCD's representative shall be responsible for monitoring the performance of the Contractor, approval of payments and acceptance of deliverables.

CONFIDENTIALITY AND USE OF INFORMATION

The Contractor shall regard all RCCD data and information used in the work performed under this agreement as confidential, unless the RCCD staff agree to its release or it is otherwise in the public domain. The RCCD may use the deliverables from this work (reports and software) at any or all of its sites, but may not resell, gift, or otherwise use these deliverables for purposes apart from direct work of the RCCD.

INDEPENDENT CONTRACT STATUS OF CONTRACTOR

The Contractor shall perform all duties pursuant to this agreement as an independent contractor. The RCCD shall not control nor supervise the manner in which this agreement is performed or withhold or pay any taxes in behalf of the Contractor or Contractor's employees or agents.

TERMINATION

Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate.

INTERPRETATION OF CONTRACT

A. Order of Precedence. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of California statues and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contractor's proposal

B. Changes. Provisions of this agreement may be changed only by the mutual written consent of both parties to the agreement.

NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

RCCD
Kristina Kauffman
Riverside Community College District
4800 Magnolia Ave.
Riverside, CA 92506-1299

CHARLES MC INTYRE
1721 Eastern Ave., Ste. 20
Sacramento CA 95864

THIS CONTRACT, consisting of 4 pages and 1 attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the contract.

Contractor

RCCD

By: _____
Charles McIntyre

By: _____
Dr. James L. Buysse
Vice Chancellor, Administration & Finance

Date: _____

Date: _____

PROPOSED PLANNING ASSISTANCE
FOR
RIVERSIDE COMMUNITY COLLEGE DISTRICT

BACKGROUND

This proposal responds to requests by the Chancellor and Vice Chancellor, Academic Affairs, of Riverside Community College District (RCCD) for work that would

- update a scan and enrollment analysis conducted for the district in 2000-01
- aid RCCD's current self-study for accreditation
- provide an objective long-range view of needs for each of RCCD's service area communities
- help RCCD develop and refine strategies for enrollment management, programming, and delivery – emphasizing program balance and the emerging area needs for training in specific skills, such as logistics, hospitality, finance, and health, among others.

Work on this project by the contractor – Chuck McIntyre, beginning November 2006, ending May 2007 – would be conducted in close collaboration with district staff, students and communities, with deliverables conveyed verbally in various forums, in writing, and on the contractor's Internet Web site. The following describes RCCD's needs, the proposal's content, and its timing and cost.

NEED

Riverside Community College District (RCCD) is one of 71 public community college districts in California. Serving northwest Riverside County, part of the "Inland Empire" located east of the Los Angeles metropolitan area, RCCD campuses – to be colleges – are located in the cities of Riverside, Moreno Valley and Norco. This comprehensive system, delivering less-than-baccalaureate transfer, occupational and community education, currently enrolls over 30,000 students that are highly diverse. RCCD's mission also includes a role in the economic development of the Inland Empire.

RCCD is preparing its self-study for an accreditation visit in 2007. Prior accrediting recommendations dealt with, among other issues, strategic planning and program review, and the district has instituted an extensive process in which planning and decision-making follow from work by college and district-wide strategic planning groups, meeting regularly with well-developed agendas. Any proposed scanning, evaluation, and simulation work – like that

proposed here – needs to help with the upcoming accreditation and to support RCCD’s new planning processes.

In 2002, RCCD’s Trustees proposed shifting from a three-campus college to a three-college district, based on expected growth of 15,000 additional students during this decade. While this growth has not yet occurred, it will. And with this long-term growth, there are important specific questions:

- How will California’s Inland Empire evolve and, as a consequence, how should RCCD evolve?
- How much will (should) the newer campuses (to be colleges) at Norco and Moreno Valley grow, in relation to the main campus/college in Riverside, and among what kinds of students?
- How should the curriculum evolve, and how much should be delivered through partnerships and by distance learning?
- How can RCCD maintain a robust lower division, general education transfer core, while augmenting their workforce preparation and contract training? In what specific skill areas should the latter functions be expanded so as to meet the labor market needs of the Inland Empire and other areas for which RCCD trains?
- How do competitors – and potential partners – fit into RCCD plans?
- To what degree should the district make its market penetration (access) “more consistent” across its different area communities, and increase overall area access to higher levels? What strategies are appropriate for dealing with RCCD’s “out-of-district” students?
- What kinds of enrollment management strategies will enable RCCD to fulfill its mission and meet its goals and objectives?

PROJECT PURPOSES

This project would *provide help* to RCCD district and college staffs in answering the above questions and a number of other, more general learner-centered questions:

- How many students are likely to enroll under different plausible future scenarios for RCCD’s service areas?
- Who are these future students?
- What are their needs?
- What kinds of instruction will (should) they take?
- How (when, where) should RCCD deliver this instruction?

Answers to these general questions and the more specific questions above could extend RCCD’s five-year planning horizon out to 15 years, provide an objective long-range view of the needs of

individuals and businesses in each of the various service areas, and help staff with its work on the accreditation self-study and on new strategic plans and initiatives.

PROJECT METHOD

In order to accomplish the above purposes, the contractor proposes to:

1. Scan and study conditions external to RCCD
2. Scan and evaluate certain conditions internal to RCCD
3. Develop plausible future scenarios and simulate future enrollments, policies, and practices

1. Scan and study conditions external to the district.

The external scan examines present and possible future trends and events – that may impact RCCD – from global, national, state, regional and local perspectives, concentrating on RCCD’s major service area communities, and organized into the topical categories of

- Demographics
- Culture, Environment and Technology
- Economics and Jobs
- Public Policy and Practice
- Higher Education Policy and Practice

Trends in the age, racial and ethnic, and other key characteristics of the future *population* in RCCD’s service areas are important and, fortunately, somewhat predictable. Apart from the uncertainty about migration patterns, most of the individuals RCCD colleges will serve over the next 15 years already reside in the service areas.

More difficult to forecast are changes that will take place in values, lifestyles, and family formation as the local and regional communities become more multi-*cultural*, population more dense, *technology* more exotic, and transportation and other infrastructure and *environmental* issues more complex. These factors will impact how (well) individuals are able to learn at RCCD colleges.

Economic cycles also are difficult to forecast, and few agents do so for more than one or two years into the future. The cycle determines simultaneously the demand for RCCD enrollment

and its ability to meet that demand. The labor markets for which RCCD trains continue to change as information and knowledge technologies evolve. Trends in specific market sectors –

like logistics, tourism, health, finance, and advanced manufacturing – can be identified, however, to indicate what and how RCCD should teach.

Public policy trends are most difficult to predict, particularly in states, like California, that have strong initiative processes, inconsistent state-level control, and (where community colleges have) limited access to local funding. Assumptions about future policies must be made, however, and not just about education, but about a number of other policies that will impact RCCD.

Much current research and discussion about higher *education* and community colleges focuses on shifting from teaching to learning paradigms; longer-term education as opposed to shorter-term job training; imparting knowledge/meaning, rather than information/data; and cooperative or collaborative rather than competitive approaches. These issues present both challenges and opportunities for planning by RCCD.

Information on these trends and events comes from:

- Focus groups of students, staff, and community constituents in each of RCCD's major communities, including Riverside, Moreno Valley, Norco, Corona, Mira Loma and Perris.
- Federal and state agencies like Commerce, Education, Labor, Employment Development (EDD), Finance, COCCC...
- Riverside County and its cities, local planning groups, transportation planners, chambers of commerce, Southern California Area Governments (SCAG),
- Employers, non-profits, and other community agencies
- Research from AACC, the Center for Continuing Study of the California Economy, Rand, University of California, California State University, World Future Society, SCUP, and other like sources

Many of the above metrics and information were developed for RCCD by the contractor in 2000-01. This comprehensive update will enable the added comparison of how trends have changed – if they have – since that time.

2. *Scan and evaluate certain conditions internal to RCCD campuses.*

Strategic planning begins with a look at where RCCD is now: an evaluation of how well its campuses (to be colleges) serve their communities, performing the district's stated mission, vision, philosophy, and values. The evaluation proposed in this project combines quantitative measures with qualitative measures. The former is available from existing RCCD data systems,

the latter from meetings with RCCD staff, ethnographic research (by students), focus groups, and review of relevant reports (like past RCCD accreditation self-studies, strategic plans, etc.)

The content of this evaluation is organized around *learning and delivery*.

Under *learning*, this work assesses the district's performance in helping students successfully acquire the lower division competencies necessary to *transfer* or to acquire and retain *quality employment*, along with the *basic skills* needed to pursue those competencies. In addition, RCCD's role in community development – adult education, community services, and economic development – is reviewed as well.

Available data enable examination of how RCCD's *transfer* performance may be changing over time, based on metrics such as rates of (a) college-going by graduates from area high schools, (b) producing transfer-ready or qualified students, (c) actual transfer, and (d) transfer performance in upper division, given intervening variables.

Existing data for these metrics are available from a variety of sources, but supplemented (in this project) by results of the contractor's work from

- Ethnographic research (by students) on RCCD students – future, current and past – the latter including, hopefully, some students who have transferred (or attempted to).
- Focus groups of students, staff and community members within each of the three colleges' respective service areas.

(The contractor has considerable experience in running focus groups and has found them to be extremely useful in developing qualitative information to explain quantitative evidence. Recently, he also has successfully used ethnographic research – with students gathering information from other students, given a standard methodology, questions and analytical framework – and obtained useful results for planning.)

A number of metrics are available to measure the learning outcomes of RCCD *workforce preparation*, addressing the question, "Is RCCD training right?" An equally important question, however, will be addressed in this project, "Does RCCD provide the right (kind of) training?" Using data from the job scan and RCCD files, it is possible to compare (a) the current size and growth rates in area demand for specific labor market skill/knowledge clusters to (b) trends in RCCD program "supply" and thereby assess the extent to which RCCD's workforce preparation satisfies a reasonable proportion of labor market needs across the service areas. This also provides vital perspective on RCCD's program balance and – at RCCD staff request – specifically in logistics, hospitality, finance and health, among other programs.

Finally, general perceptions of RCCD's role and performance on the part of students, staff and individuals from the service area (consumers, employers, community leaders, and agency heads, among others) will be determined through the same focus group meetings noted above to be held on-campus and off-campus in each of RCCD's major communities, including Riverside, Moreno Valley, Norco, Corona, Mira Loma and Perris.

For *delivery*, this project will assess how well RCCD

- provides *access* and
- *responds* to the needs of the communities they serve.

Understanding differences in access to RCCD campuses by different population cohorts from different areas of the community – and how this access has changed over time – is essential to developing strategic plans, including future enrollment management, program and delivery strategies.

To measure access or market penetration, this project uses the ratio of RCCD enrollment to adult population for each of the relevant student niches or cohorts – as defined by demographics and educational objectives – for 1990, 2000 and 2005 by area ZIP Codes and site – addressing the question, “How has RCCD access changed over time and across its service area(s)?” Supplementing this quantitative analysis will be the qualitative assessment of access from in-depth ethnographic research and focus groups on student needs (see above).

Perceptions about RCCD's marketing, admissions, counseling and other efforts to support learning will be gathered from the ethnographic research and from the student focus groups. RCCD campus connections to the community also can be assessed in part from the proposed community focus group sessions. Besides identifying trends, these sessions will explore how well RCCD connects and what role it should (does) play in community educational, economic and cultural development. This input can be combined with data developed by RCCD staff for the accreditation self-study.

3. Develop plausible future scenarios and simulate future enrollments, policies, and practices.

Since the future is uncertain, the contractor suggests that the project develop several alternative future scenarios to help inform RCCD planning. The contractor has found, in prior successful consulting engagements, it helps to analyze several plausible scenarios, building iterations until one or more can be used to identify long-term solutions and strategies. The technique as used in one such engagement by the contractor is described in his recent article “Using Scenarios and Simulations to Plan Colleges,” *Planning for Higher Education*, 33 (1), September-November 2004, 18-29.

Working from the scan, and with RCCD staff and constituents, the contractor will employ consensus-building techniques to describe *several plausible scenarios* or sets of assumptions about the future of RCCD. Each scenario will be qualified and quantified to the extent possible for the making of enrollment forecasts and for general planning purposes.

Making use of the scenarios are *simulations* of the number and kind of enrollments at each RCCD campus and center that could be expected under each alternative. These enrollment simulations use the econometric model proposed by McIntyre (*Enrollment Simulation and Planning*, Washington D.C.: Community College Press (AACC), 1999) which sorts the empirical impact on the enrollment at RCCD colleges/centers by important manageable and unmanageable factors.

Enrollment fluctuations are caused by a number of factors, some *manageable* (fees, local financial aid, curriculum, delivery method, campus siting, etc.), and some *unmanageable*, but nonetheless important (demography, economy, culture, environment, and public policy). Employing an econometric model, among other tools, the contractor can identify and measure those factors that impact enrollment in general and by specific types of student in particular. Results can be articulated not only by type of student, but also by college and delivery mode so as to form the basis for projecting programmatic demand. Both headcount and full-time equivalents (FTE) are forecast to help RCCD planners analyze future program balance and to support operating and capital budget planning. All simulations and forecasts will be cast in a horizon of 15-years – 2006-2020.

By building scenarios around manageable internal macro-policies as well as unmanageable external conditions, RCCD staff may select desired planning scenarios as well as strategies for enrollment management, program balance, and delivery at each of its colleges.

PROJECT SERVICES AND DELIVERABLES

- *Reports for each of the project components*, along with *presentations and discussions* with staff about study implications for planning and policymaking. The reports are organized around the major topics described above, and will be provided both in hard copy and on the contractor's Web site, <http://www.cap-esp.com>, available to College personnel via password.
- *Software* (on simple, off-the-shelf platform) for any systems and simulation models built during the project.
- *Six or more visits* by the contractor to RCCD colleges and communities, at the project's

- *beginning*: to discuss the project’s purpose, pose specific research questions, and to review the collection of needed data
- *various points*: to confer with staff, students and community, help with the planning process, obtain feedback on preliminary findings and conclusions, and identify relevant planning scenarios and model metrics
- *end*: to review final report findings and planning implications, help with RCCD’s strategic planning

PROJECT COST

Estimated project costs are a function of the scope of work on each of the components. This estimate includes *all* contractor expenses (time, travel, materials, etc.) for each of the project components (Chart A).

Chart A
 PLANNING ASSISTANCE
 FOR
 RIVERSIDE COMMUNITY COLLEGE DISTRICT
 PROJECT COST
 ESTIMATE

<i>Component</i>	<i>Time</i>	<i>Travel</i>	<i>Materials</i>	<i>Total</i>
<i>1 Scan and study external conditions</i>	\$17,000	\$1,700	\$550	\$19,250
<i>2 Scan and study internal conditions</i>	\$14,000	\$1,700	\$600	\$16,300
<i>3 Draw scenarios and simulate enrollments</i>	\$16,000	\$1,700	\$500	\$18,200
<i>Total</i>	\$47,000	\$5,100	\$1,650	\$53,750

These cost estimates are based on the project’s proposed content, contractor’s experience in recent engagements, Riverside Community College District locations, and project timetable.

The contractor prefers to be paid in five installments of \$10,750 each for work completed on each of the phases scheduled in the timetable below, at the project's

- beginning
- middle (3 payments)
- end

PROJECT TIMETABLE

The project would span seven months, November 2006 through June 2007. Project activities would take place according to the following benchmark dates:

- October-November 2006 Commitment by college and contractor to project.
- November 2006 Begin project work, first visit to RCCD for introductions, review of purpose, and fact and data gathering.
- December 2006 Second visit to conduct focus groups at Riverside and at other service area communities, hold further meetings with staff, and gather data and information.
- January 2007 Preliminary report on project progress, including contractor's visit to review initial findings and observations, meet, and to gather further input.
- February 2007 Deliver report on *external scan*; follow with staff discussion.
- March 2007 Deliver/discuss report on *internal scan/evaluation*.
- April 2007 Deliver/discuss report on *scenarios and simulations*.
- May 2007 Revise all reports for RCCD use and any other follow-up as necessary.

CONTRACTOR

Computer-Aided Planning (CAP) is an individual proprietorship formed by Chuck McIntyre in 1988 to do business (DBA) from an office in Sacramento California on projects in the United States, United Kingdom, Canada, and Spain for higher education institutions primarily in:

- futures research, labor market scans, scenarios, modeling, and simulations;
- strategic, academic, budget, cost and facilities planning;
- market research, enrollment forecasting, planning and management; and
- program and institutional evaluation and accreditation.

CAP is a stable, financially sound consulting group with a consistent record of reliable work. (See complete company profile at <http://www.cap-esp.com>.) McIntyre, the Director, has utilized a group of expert subcontractors for 18 years, working with single community and technical colleges and universities, groups of colleges, state systems, and a large consortium of colleges (numbering four dozen from the U.S., U.K. and Canada).

Depending on the extent and timing of RCCD's proposed engagement, McIntyre may be advised and assisted by one or more of the following:

- Gus Petropoulos, former Vice Chancellor for Educational Programs at San Mateo County (CA) Community College District
- Chuen-Rong Chan, former Associate Vice Chancellor for Research and Institutional Development, Peralta (CA) Community College District
- Paul Brinkman, Vice President for Budget and Planning, University of Utah
- Trische Robertson, Research Associate and Webmaster, CAP
- Greg van de Bogart, Information Systems Analyst, Sierra (CA) College

McIntyre will personally perform virtually all the work outlined in this project proposal. In the unlikely event that a portion of the work needs to be subcontracted, only those advisors listed above would be considered for such a role, and be subject to RCCD approval.

Since 1999, McIntyre and CAP have helped prepare strategies and/or written strategic plans for the following community colleges:

- Northern Essex, Bunker Hill, Middlesex, Massasoit, Roxbury and Cape Cod (Massachusetts)
- Olympic and Highline (Washington)
- Lansing and the State RCC system (Michigan)
- Lane, Portland and Mt. Hood (Oregon)
- Austin (Texas)

- Mt. San Antonio, Riverside, San Mateo, Desert, Peralta, Redwoods and Canyons (California)

McIntyre's work at College of the Desert in 2003-04 emphasized a scan of long term trends in the college's service area (the Coachella Valley), and resulted in Educational and Facilities Master Plans. A 2005 project at College of the Redwoods (CA) scanned the college's

environment, evaluated its performance, and developed planning implications and strategies for the college. CAP also recently completed projects for:

- AACC, evaluating *Leading Forward*, a project on leadership development
- Madison Area Technical College (WI) on strategic enrollment management
- Eastern Iowa Community College on enrollment development and marketing

and is currently working at:

- Central Washington University (WA) on benchmarking, budgeting/planning
- College of the Canyons on educational and facilities master planning

Work at Austin, Madison Area, Eastern Iowa, Peralta, Redwoods and San Mateo districts dealt with problems of multi-campus/college districts similar to those to be encountered as RCCD shifts from three campuses to three colleges. Aside from considerable multi-campus district experience, the major advantages of a district using CAP consulting services are that the firm's experience with community colleges is

- recent
- relevant
- country-wide

Moreover, CAP has

- an excellent "track record" (inquiries of references are invited)
- a style of working closely with a college's students, staff/board, and community
- virtually no overhead, thereby keeping costs reasonable

References are available on the contractor's web site, <http://www.cap-esp.com>. Further references and examples of his work can be provided and are encouraged.

PROJECT DATA AND LOGISTICS

This proposed project would require data on the *internal* history of RCCD and on *external* (service area and community) demographics, economics, and other elements of the environmental scan. Similar work at other community colleges shows that they have sufficient internal data on students, programs, staff, budgets, and facilities to conduct the study adequately. RCCD should be no exception.

Internal data sources are varied, but all useful: electronic files, reports (fact books, accreditation self-studies, etc.), hard-copy files, and staff memory, among others. Some time-series data elements on enrollment are required for, say, 1975-2005. Other elements will be based on comparison of benchmark dates like Fall 1990, Fall 2000 and Fall 2005. Still other data of a

qualitative character will be gathered by the contractor through a variety of meetings with staff and students. Input from the latter also will be sought through ethnographic research as noted above.

It is expected that RCCD staff will help with logistics of meetings and obtaining subjects for the focus groups and ethnographic research. The contractor will conduct record and write-up results of the focus groups. While volunteer faculty would be expected to help with student interviewers and RCCD staff with ethnographic research subjects, the contractor will provide the interview methodology and, after faculty review of students' work, will synthesize and write-up the results for use in planning.

External data on the colleges' surrounding community and service area will be gathered by the contractor from local, regional, state, and federal agencies, through on-site visits, the Internet, and other methods such as focus groups and similar engagements. RCCD staff can be helpful, however, in providing the contractor with leads to external sources and to any pertinent information they already have collected.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PERSONNEL AND LABOR RELATIONS

Report No.: VI-C-1

Date: October 17, 2006

Subject: College Closure – December 25, 2006 – January 1, 2007

Background: In the past the Board of Trustees had approved the college closure during the winter break. The proposed days for college closure have been discussed with the representatives of the California School Employees Association (CSEA) and confidential employees. For December 2006 and January 2007 the following days are recommended for closure:

December 25 (legal holiday)

December 26

December 27

December 28

December 29 (designated as Admission Day - a contractual holiday)

January 1 (legal holiday)

The District will provide two days, December 26 and 27; and the staff will use one day of vacation, December 28. Individual offices can modify these days as needed. Any employee required to work on December 26 or 27 shall gain credit for alternative time off at the rate of time and one-half. This time is to be used by June 30, 2007.

College closure should be considered on an annual basis. This closure would be a one-time occurrence. Since there are no classes in session during this time, the District would benefit from utilities savings.

Recommended Action: It is recommended the Board of Trustees approve the college closure from December 25, 2006 – January 1, 2007.

Salvatore G. Rotella
Chancellor

Prepared by: Melissa Kane
Interim Vice Chancellor, Diversity and Human Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-1

Date: October 17, 2006

Subject: Change Order No. 2 - Parking Structure Project

Background: On February 22, 2005, the Board of Trustees awarded a contract to Bomel Construction Co., Inc. for the design and construction of the Parking Structure at the Riverside City College campus in the amount of \$13,672,000. On August 29, 2006, the Board approved Change Order No. 1 in the amount of \$532,163.

Staff is now bringing forward for the Board's review and consideration Change Order No. 2 in the amount of \$167,358 (see attached for full description and cost) which would increase the total project award to \$14,371,521. This change order includes: add tennis court fencing/gates, add storm drain west side of structure perimeter, provide added paving, drainage, retaining around perimeter of structure, add sump pump at parking lot "Y," add IT ground bus (ground rod), add Uninterrupted Power System (UPS) (or power backup system) for security room and add charges for backfill to accommodate parking for commencement ceremonies.

The total amount of Change Order No. 2 is \$167,358.00. Funding for this change order will come from the project contingency.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 2 for the Parking Structure project in the amount of \$167,358.00, and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

CHANGE ORDER

BOMEL CONSTRUCTION
8195 E. Kaiser Blvd.
Anaheim Hills, CA 92808

PROJECT: Parking Structure CHANGE ORDER # 2
Riverside Community College District DATE: October 17, 2006
CONTRACTOR: BOMEL Construction D.S.A. # A-04-107494
8195 Kaiser Blvd.
Anaheim Hill, CA 92808

ORIGINAL CONTRACT AMOUNT: \$ 13,672,000.00
Previous Change Order: \$ 532,163.00
This Change Order: \$ 167,358.00
Total Change Order: \$ 699,521.00
REVISED CONTRACT AMOUNT: \$ 14,371,521.00

ORIGINAL CONTRACT COMPLETION DATE:
Previous Change Order: _____ Calendar Days
This Change Order: _____ Calendar Days
Total Change Orders: _____ Calendar Days

REVISED CONTRACT COMPLETION DATE:

Upon signing by the Owner and the Contractor, the above noted Contract is hereby changed per the terms of the contract and this Change Order including attached exhibit "A".

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work.

APPROVALS:

Higginson + Cartozian Architects, Inc. DATE _____

BOMEL Construction Company Inc. DATE _____

Riverside Community College District DATE _____

- #1 DESCRIPTION: PCO 15
Delete toilet accessories
REASON: College to provide
REQUESTED BY: Riverside Community College
COST: <\$989>
TIME EXTENSION: 0 days

- #2 DESCRIPTION: PCO 17
Added tennis court fencing/gates
REASON: Scope changes added gates, 4' high fencing, extended 12' high fences, added embeds for fencing, etc.
REQUESTED BY: Riverside Community College
COST: \$57,757
TIME EXTENSION: 0 days

- #3 DESCRIPTION: PCO 30
Add storm drain westside of structure perimeter
REASON: Drainage system upgrade
REQUESTED BY: Riverside Community College
COST: \$26,408
TIME EXTENSION: 0 day

- #4 DESCRIPTION: PCO 32
Added V-gutter/gunite
REASON: Provide additional paving, drainage, retaining around perimeter of structure
REQUESTED BY: Riverside Community College
COST: \$46,612
TIME EXTENSION: 0 day

- #5 DESCRIPTION: PCO 33
Provide sump pump at parking lot 'Y'
REASON: Existing piping/drainage had reverse fall
REQUESTED BY: Riverside Community College
COST: \$22,721
TIME EXTENSION: 0 day

- #6 DESCRIPTION: PCO 34
Add IT ground bus (ground rod)
REASON: IT system upgrade
REQUESTED BY: Riverside Community College
COST: \$9,127
TIME EXTENSION: 0 day
- #7 DESCRIPTION: PCO 36
Provide Uninterrupted Power System (UPS) (or power backup system)
security room
REASON: IT system upgrade
REQUESTED BY: Riverside Community College
COST: \$3,713
TIME EXTENSION: 0 days
- #8 DESCRIPTION: PCO 38
Backfill for graduation
REASON: Accommodation for graduation at parking lot 'Y'
REQUESTED BY: Riverside Community College
COST: \$2,009
TIME EXTENSION: 0 days
- Total Amount \$167,358.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-2

Date: October 17, 2006

Subject: Change Order No. 2 - Quad Modernization Project

Background: On November 15, 2005, the Board of Trustees awarded a contract to ASR Constructors, Inc. for the modernization and construction of the Quadrangle building at the Riverside City College campus in the amount of \$13,020,000. On August 29, 2006, the Board of Trustees approved Change Order No. 1 in the amount of \$188,765.

Staff is now bringing forward for the Board's review and consideration Change Order No. 2 in the amount of \$302,990 (see attached), which would increase the total project award to \$13,511,755. This change order includes: demolition of plaster ceilings, replacement and upsizing of a water line, removal of electrical conduits and electrical utilities in ceiling hallways, rerouting of information technology conduit, replacing electrical feeders to panel, replacing electrical switchboard, continued abatement of returned bees, removal and replacement of concrete near room 141, provision of security for termite work, and asbestos abatement of chiller loop lines.

The total amount of this change order is \$302,990.00. Funding will come from the project contingency.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No.2 for the Quadrangle Modernization Project in the amount of \$302,990.00, and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

CHANGE ORDER

Steinberg Architects
523 West 6th Street, Suite 245
Los Angeles, CA 90014

PROJECT: Quadrangle Modernization CHANGE ORDER # 2
 Riverside Community College District DATE: October 17, 2006
CONTRACTOR: ASR Constructors D.S.A. # 04-106550
 5230 Wilson Street
 Riverside, CA 92506

ORIGINAL CONTRACT AMOUNT: \$ 13,020,000.00
Previous Change Order: \$ 188,765.00
This Change Order: \$ 302,990.00
Total Change Order: \$ 491,755.00
REVISED CONTRACT AMOUNT: \$ 13,511,755.00

ORIGINAL CONTRACT COMPLETION DATE:
Previous Change Order: Calendar Days
This Change Order: Calendar Days
Total Change Orders: Calendar Days

REVISED CONTRACT COMPLETION DATE:

Upon signing by the Owner and the Contractor, the above noted Contract is hereby changed per the terms of the contract and this Change Order including attached exhibit "A".

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work.

APPROVALS:

Steinberg Architects DATE _____

ASR Constructors DATE _____

Riverside Community College District DATE _____

- #1 DESCRIPTION: COR 11/PR2A
Demolition of Plaster Ceilings
REASON: Required for code compliant attachments for new ceilings
REQUESTED BY: DSA Inspector
COST: \$23,764
TIME EXTENSION: 10 days
- #2 DESCRIPTION: COR 18
Replace and upsize water line
REASON: Unforeseen condition
REQUESTED BY: Contractor
COST: \$ 5,966
TIME EXTENSION: 1 day
- #3 DESCRIPTION: COR 24/PR4A
Remove electrical conduits and electrical utilities in ceiling hallways
REASON: District wants to expose ceiling corridors (hallways)
REQUESTED BY: Architect
COST: \$24,392
TIME EXTENSION: 10 days
- #4 DESCRIPTION: COR 26/PR7A
Re-route IT conduit
REASON: Existing route unable to accept additional conduits
REQUESTED BY: Contractor
COST: \$72,125
TIME EXTENSION: 10 days
- #5 DESCRIPTION: COR 28
Replace electrical feeders to panel NL
REASON: Existing wiring was undersized for new use
REQUESTED BY: Contractor
COST: \$3,818
TIME EXTENSION: 1 day
- #6 DESCRIPTION: COR 30
Replace electrical switchboard
REASON: Switchboard was mislabeled and undersized for intended new use.
REQUESTED BY: Contractor
COST: \$27,478
TIME EXTENSION: 5 days

#7	DESCRIPTION:	<u>COR 33</u> Additional bee removal
	REASON:	Continued abatement of returned bees.
	REQUESTED BY:	Contractor
	COST:	\$1,220
	TIME EXTENSION:	1 day
#8	DESCRIPTION:	<u>COR 36</u> Remove and replace concrete near room 141
	REASON:	For utility access
	REQUESTED BY:	Contractor
	COST:	\$4,025
	TIME EXTENSION:	1 day
#9	DESCRIPTION:	<u>COR 37</u> Provide security for termite work.
	REASON:	Special security provided during tenting period
	REQUESTED BY:	Contractor
	COST:	\$1,673
	TIME EXTENSION:	0 day
#10	DESCRIPTION:	<u>COR 45</u> Asbestos abatement of chiller loop lines
	REASON:	Unforeseen Condition
	REQUESTED BY:	Contractor
	COST:	\$138,529
	TIME EXTENSION:	0 days
	Total Amount	\$302,990.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-3

Date: October 17, 2006

Subject: Agreement with Provider Contract Food Service

Background: Attached for the Board's review and consideration is a consultant agreement between Riverside Community College District and Provider Contract Food Service. Provider will offer exclusive consulting services regarding food and beverages sold at District campuses/colleges in Riverside, Moreno Valley, and Norco. Consulting services will include the review and survey of all District operations including: monetary controls; menu; pricing; staff training; development of a short term and long term strategic plan; and design assistance in remodel projects for the District food service operations. The term of the agreement is from November 1, 2006 through June 30, 2007, at a cost of \$118,000.00. Funding source: Food Services, Fund 32, Resource 3200.

This agreement has been reviewed by Jack Lipton, Esq. of Burke, Williams & Sorensen, LLP; Linda Lacy, Vice Chancellor of Student Services and Operations; James Buysse, Vice Chancellor of Administration and Finance; and Aaron Brown, Associate Vice Chancellor of Finance.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Provider Contract Food Service for the term of November 1, 2006 through June 30, 2007, at a cost not to exceed \$118,000.00 per year, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: James Buysse
Vice Chancellor
Administration and Finance

Linda L. Lacy
Vice Chancellor
Student Services and Operations

FOOD-AND-BEVERAGE MANAGEMENT CONSULTING AGREEMENT

1. Parties. This Food-and-Beverage Management Consulting Agreement (“Agreement”) is made by and between Riverside Community College District (“District”) and Provider Contract Food Service, LLC (“Consultant”). Collectively, District and Consultant are referred to herein as the “Parties.”
2. Recitals. This Agreement is based upon the following factual recitals:
 - A. District has food service operations at each of its three campuses/colleges in Riverside, Moreno Valley, and Norco.
 - B. This Agreement is made pursuant to and in compliance with Section 88004.5 of the *Education Code*.
 - C. Consultant is a food service consultant with substantial experience and expertise in the management and operation of food service facilities at various locations throughout California.
 - D. District desires to engage Consultant as its exclusive food service consultant to advise District regarding its food service operations at each campus/college.
 - E. The Parties further intend that Consultant shall provide vision, leadership, and management advice, with the goal of District delivering a first-class food service operation at each campus/college.
 - F. The Parties look forward to a long and mutually beneficial professional relationship. If subsequent agreements are entered into, performance based compensation arrangements will be negotiated.
3. Independent Contractor. District hereby engages Consultant as an independent contractor to provide exclusive consulting services regarding food and beverages sold at District campuses/colleges in Riverside, Moreno Valley, and Norco. As used herein, “food-and-beverage service” shall include, but not be limited to, vending, catering, and other food and beverages sold on any campus/college of District, but expressly excludes operations at District bookstores. It is expressly understood and agreed that the Parties intend by this Agreement to establish a relationship of an independent contractor. It is not the intention of either Party to undertake a joint venture or to make Consultant in any sense an agent, employee, affiliate, associate, or partner of District. It is further agreed that Consultant has no authority to, and will not at any time hereafter, transact business in the name of District or act as District’s agent or representative, and Consultant shall not hold itself out as having any such authority. Similarly, District has no authority to, and will not at any time hereafter, transact business in the name of Consultant or act as Consultant’s agent or representative, and District shall not hold itself out as having any such authority.

4. Term. This Agreement shall commence on November 1, 2006 and shall expire on June 30, 2007. Prior to or upon expiration of this Agreement, the Parties may negotiate for a successor agreement.

5. Consulting Services and Reports to District. Consultant shall advise District regarding the management and operation of food-and-beverage operations throughout the District. Consultant shall provide monthly reports to District's Vice-Chancellor of Administration and Finance and to the District's Vice-Chancellor of Student Services, or designees, regarding all aspects of District's food-and-beverage operations. The reports shall include such content and details, and shall be in a format, as directed by District, and shall address progress on each of the four Phases of Consultant's work for District. Consultant shall meet at least once a month with a designated delegate of District to review the economic performance of the food-and-beverage operation on each campus/college. Consultant shall be responsible for providing information and assistance to District as required and requested by District for the operation of its food-and-beverage service at each campus/college. District shall make all final determinations as to services such as regarding price, hours of service, and food provided. As District's current food-and-beverage contracts expire, Consultant shall provide advice and negotiation services at District's direction.

6. Compensation.

6.1 Subject to the terms and conditions set forth in this Section 6 and throughout the Agreement, District shall pay to Consultant an amount not to exceed the sum of \$118,000, which shall include Consultant's expenses related to the fulltime assignment of Consultant's food and beverage director to the District.

6.2 Upon Board approval of this agreement, District shall pay \$25,000 as compensation for Consultant's start-up costs.

6.3 District shall pay to Consultant the amount of \$23,250 upon satisfactory completion of each of the four phases, and upon the Consultant being in compliance with the terms of this Agreement including the reporting requirements set forth in Section 5.

6.4 In the event that campus food service facility improvements are completed prior to June 30, 2007, Consultant will commence implementation of the campus food service strategic plan pursuant to Phase IV as noted in Section 7.4 of the Agreement. In addition to the amount set forth in Section 6.1, District shall pay Consultant, within 30 days of commencement of food-and-beverage services, a fee of \$12,000 per campus for actual implementation of the food service strategic plan as determined by agreement of Parties.

6.5 District shall pay all amounts due as reflected on invoices from Consultant within 30 days of District's receipt of invoice. District shall pay

interest on any amount not paid when due at the lesser of one and one-half percent (1½%) per month or the highest contractual interest rate allowed by applicable state law.

7. Phases and Time Lines. Consultant's services shall be divided into four Phases as follows:

7.1 Phase I. Phase I encompasses Consultant's review and survey of all of District's existing operations, including monetary controls, systems, menu, pricing, equipment, consumers, purchasing, hours, personnel, inventory, catering, signage, merchandising, ambiance, vending, and food costs. It is expected that Consultant will complete Phase I by December 1, 2006.

7.2 Phase II. Phase II will encompass Consultant conducting one-week observations at each of District's locations involving factors such as traffic flow/velocity, motion study, service times, hospitality, training programs, food quality, Serve-Safe hygiene and safety standards, sanitation, and sales. It is expected that Consultant will complete Phase II by February 1, 2007. However, employee training will begin during this phase and will continue throughout each phase of the contract.

7.3 Phase III. Phase III will encompass a S.W.O.T. (Strengths, Weaknesses, Opportunities, and Threats) Analysis. Improved menus will be introduced. It is expected that Consultant will complete Phase III by March 1, 2007.

7.4 Phase IV. Phase IV encompasses Consultant's preparation of a strategic plan including long-term and short-term goals. It is expected that Consultant will complete Phase IV by June 30, 2007.

8. Equipment. District shall provide facilities and equipment reasonably required for operation of food-and-beverage service facilities on each campus/college of District, as ultimately determined pursuant to District's sole discretion. Consultant shall provide advice to District with regards to the design process and with regard to utilizing design and construction contractors approved by District at District's expense. Consultant shall maintain, repair, or replace any equipment that is in any manner damaged through the negligence or wrongdoing of Consultant or Consultant's employees.

9. Staff. The staff employed in the food service operations will be District employees.

10. Representations and Warranties of Consultant. Consultant represents and warrants as follows:

10.1 Consultant shall use its best efforts to advise District on how to provide food-and-beverages of good quality in compliance with all applicable laws and regulations. Consultant shall use its best efforts to advise District regarding the delivery of the caliber of food-and-beverage service requested by District as communicated in the consultations between the food-and-beverage manager of Consultant and the delegate of District.

10.2 Consultant shall consult with District in planning menus, determining hours of service and staffing the food service as reasonably requested by District from time to time during the term of this Agreement, provided that District shall use its best efforts to give Consultant adequate notice of changes in hours, menu, and other matters affecting the food-and-beverage service at each campus/college.

11. Insurance. District shall provide and pay for all reasonably necessary insurance, including general liability, fire, casualty, and other losses which may affect the food-and-beverage service operation at each campus/college.

12. Uniforms. Subject to any necessary agreement with District's classified union, District shall select uniforms, if any, to be worn by all food-and-beverage servers and other personnel engaged to provide the food-and-beverage service at each campus/college.

13. Licenses and Permits. Consultant shall advise District regarding any necessary licenses and permits for the service of food and beverages at each campus/college.

14. Indemnification. District shall indemnify, hold harmless, and defend Consultant against all claims, liability, loss, and expense, including reasonable costs, expenses, and attorney's fees incurred, which arise from the services of District employees. Consultant shall indemnify, hold harmless, and defend District against all claims, liability, loss, and expense, including reasonable costs, expenses, and attorney's fees incurred, which arise from the services provided by Consultant to District, from the services of Consultant's employees, and from any acts or omissions of Consultant. The obligations of the Parties under this Section 14 shall survive the termination of this Agreement.

15. Workers' Compensation Insurance. Each Party shall maintain a system of coverage for worker's compensation in conformance with applicable state law covering all of its employees who may be employed for any purpose connected with the operation and management of the food-and-beverage service under this Agreement.

16. Trade Secrets and Proprietary Information. Consultant grants to District a nonexclusive license to use certain confidential material of Consultant, including recipes, dietary surveys and studies, management guidelines and procedures, software programs, computerized data bases, and operating manuals, and except as District may otherwise be required by law, District shall not disclose any of this material during or subsequent to the term of this Agreement.

17. Non-discrimination. Consultant's personnel practices will meet applicable non-discrimination laws and standards.

18. Qualifications of Consultant's Staff. All of Consultant's staff and employees will be specially trained and experienced in terms of providing food-and-beverage services on college campuses. Sections 88021, 88022, 88023, 88024, and 88025 of the *Education Code*, and District policies, shall apply to Consultant.

19. Termination of Agreement. If District is dissatisfied with Consultant's performance under this Agreement, or if District believes that Consultant is not in compliance with any provision of this Agreement, District shall provide Consultant with written notice of any such deficiency. Consultant shall have 20 days to cure-and-correct any such deficiency. If District deems Consultant's cure-and-correct efforts to be inadequate or insufficient, then District may forthwith terminate this Agreement. Consultant shall have the right to terminate this Agreement upon 90 days written notice to District. In the event that Consultant terminates this Agreement prior to its expiration under Section 4, then Consultant shall re-pay to District the \$25,000 paid as start-up costs pursuant to Section 6.2.

20. Notices. All notices under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally or mailed, postage prepaid, by certified mail, return receipt requested, addressed to the Party to be notified. Such notice shall be deemed to have been given as of the date so delivered if delivered in person or upon deposit thereof in the United States mail. For the purposes of notice, the addresses of the Parties until changed, shall be as follows:

For District:

Dr. Linda Lacy
Vice Chancellor, Student Services and Operations
Riverside Community College District
4800 Magnolia Avenue
Riverside, California 92506-1299

For Consultant:

Rodney Couch
Manager
Provider Contract Food Service, LLC
6104 Riverside Avenue, Suite B
Riverside, California 92506

21. Unenforceable Terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining portions or provisions shall remain in full force and effect.

22. Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. The Parties hereby consent to the jurisdiction of the California courts.

23. Amendments. This Agreement is subject to amendment only by the written approval of the Parties. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions of said amendment or modification and provisions incorporated in earlier documents, the most recent provisions shall be controlling.

24. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, successors, legal representatives, and assigns. However, Consultant may not assign its rights or delegate its duties under this Agreement without District's consent

25. Copies of Agreement. Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. A photocopy of this Agreement shall be deemed an original.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof. It contains all of the covenants, conditions, and agreements between the Parties with respect to the subject matter. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either Party or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent modification in writing signed by the Parties.

27. Captions. The captions of sections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

28. Waiver. A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given unless given in writing.

29. Gender and Number. As used herein, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the other whenever the context so indicates.

30. Force Majeure. Consultant shall not be chargeable with, liable for, or responsible to District for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war; invasion; insurrection; rebellion; riots; strikes or lockouts; or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of Consultant; and any such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement.

31. Agreement to Perform Necessary Acts. The Parties agree to execute and deliver such other and further documents, and to perform such other acts, as is necessary to effectuate the purposes of this Agreement.

32. Negotiated Transaction. The provisions of this Agreement were negotiated by both Parties shall be deemed to have been drafted by both Parties.

33. Survival of Warranties. All representations and warranties made herein shall survive the execution of this Agreement.

PROVIDER CONTRACT FOOD SERVICE, LLC

Date: _____

By: _____
Rodney Couch, Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Date: _____

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-4

Date: October 17, 2006

Subject: 2005-2006 CCFS-311 – Annual Financial and Budget Report

Background: Title 5 of the California Code of Regulations, Sections 58300, et seq., requires that financial information be submitted annually to the Board of Governors for the California Community Colleges. To comply with this requirement, the District prepares a statement of revenues and expenditures commonly known as the CCFS-311 – Annual Financial and Budget Report. The CCFS-311 reports the following information:

Actual Financial Information – FY 2005-2006

Budget Financial Information – FY 2006-2007

Gann Appropriation Limit

Analysis of Net Ending Fund Balance

Analysis of Compliance with the 50 Percent Law

Detail of Unrestricted and Restricted General Fund Revenues

Expenditures by Combined General Fund Activity

Receipt and Expenditure of Lottery Proceeds

Analysis of Interfund Transfers

Information Only: Attached for the Board's information is a copy of the 2005-2006 CCFS-311 – Annual Financial and Budget Report.

Salvatore G. Rotella
Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

California Community Colleges

ANNUAL FINANCIAL AND BUDGET REPORT

(Financial Report for Fiscal Year 2005-06)

(Budget Report for Fiscal Year 2006-07)

District: **Riverside Community College District**

District Code: **960**

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.



District Chief Business Officer

9/27/06

Date



District Superintendent

Date

Contact:

Aaron Brown

Name

Associate Vice-Chancellor, Finance

Title

(951) 222-8789

Phone Number

Extension

aaron.brown@rcc.edu

E-Mail

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before **October 10, 2006**.

Please submit the report to:

Chancellor's Office
California Community Colleges
Fiscal Services Unit
1102 Q Street, Suite 300
Sacramento, CA 95814 - 6511

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
10 General Fund:

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2005-06 Budget Year: 2006-07

GENERAL FUND

Description	State Use Only (EDP)	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100	52,802	123,500	7,777,935	9,814,959	7,830,737	9,938,459
State Revenues	8600	72,179,819	88,142,709	7,214,054	11,157,186	79,393,873	99,299,895
Local Revenues	8800	47,328,097	46,767,258	4,319,175	5,054,183	51,647,272	51,821,441
TOTAL REVENUES	801	119,560,718	135,033,467	19,311,164	26,026,328	138,871,882	161,059,795
EXPENDITURES:							
Academic Salaries	1000	55,384,964	62,153,458	2,993,932	4,213,411	58,378,896	66,366,869
Classified Salaries	2000	23,080,254	29,180,193	6,087,509	8,377,845	29,167,763	37,558,038
Employee Benefits	3000	20,190,941	22,881,674	2,574,182	3,371,981	22,765,123	26,253,655
Supplies and Materials	4000	1,827,852	2,936,181	1,562,465	2,239,181	3,390,317	5,175,362
Other Operating Expenses and Services	5000	11,938,935	15,104,882	3,549,055	4,643,984	15,487,990	19,748,866
Capital Outlay	6000	5,740,181	2,000,172	3,034,636	3,320,276	8,774,817	5,320,448
TOTAL EXPENDITURES	501	118,163,127	134,256,560	19,801,779	26,166,678	137,964,906	160,423,238
EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	1,397,591	776,907	(490,615)	(140,350)	906,976	636,557
OTHER FINANCING SOURCES	8900	(429,132)	652,191	1,559,561	1,027,340	1,130,429	1,679,531
OTHER OUTGO	7000	1,076,930	2,370,997	336,723	448,252	1,413,653	2,819,249
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(108,471)	(941,899)	732,223	438,738	623,752	(503,161)
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	12,344,738	12,638,845	3,542,629	4,274,852	15,887,367	16,913,697
Prior Years Adjustments	903	402,578				402,578	
Adjusted Beginning Balance	904	12,747,316		3,542,629		16,289,945	
ENDING FUND BALANCE, JUNE 30	905	12,638,845	11,696,946	4,274,852	4,713,590	16,913,697	16,410,536

Riverside Community College District
 District Code No. **960**

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
20 Debt service Funds:

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2005-06 Budget Year: 2006-07

DEBT SERVICE FUNDS

Description	State Use Only (EDP)	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND REDEMPTION FUND		REVENUE BOND INTEREST AND REDEMPTION FUND		OTHER DEBT SERVICE FUND	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	150,452					
Local Revenues	8800	11,421,932					
TOTAL REVENUES	801	11,572,384					
Other Financing Sources (CA 8900):							
Interfund Transfers - In	802						
Other Incoming Transfers	803						
TOTAL - OTHER FINANCING SOURCES	808						
Other Outgo (CA 7000):							
Debt Retirement (Long Term Debt) (CA 7100):							
Debt Reduction	711	6,872,134					
Debt Interest and Other Service Charges	712						
Transfers (Outgoing) (CA 7300 and 7400)	730						
Reserve for Contingencies	7900						
TOTAL - OTHER OUTGO	708	6,872,134					
NET OTHER FINANCING SOURCES (OTHER OUTGO) (CA 8900/7000)	202	(6,872,134)					
NET INCREASE/(DECREASE) IN FUND BALANCE	901	4,700,250					
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	7,120,038	11,820,288				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	7,120,038					
ENDING FUND BALANCE, JUNE 30	905	11,820,288	11,820,288				

CALIFORNIA COMMUNITY COLLEGES
 Annual Financial and Budget Report

Governmental Funds Group
 30 Special Revenue Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2005-06 Budget Year: 2006-07

Special Revenue Funds

Description	State Use Only (EDP)	FUND: 32 CAFETERIA FUND		FUND: 33 CHILD DEVELOPMENT FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100			21,596	21,600		
State Revenues	8600			130,172	137,857		
Local Revenues	8800	1,221,257	1,221,231	992,400	1,071,000		
TOTAL REVENUES	801	1,221,257	1,221,231	1,144,168	1,230,457		
EXPENDITURES:							
Academic Salaries	1000			837,349	914,833		
Classified Salaries	2000	624,505	632,710	165,241	189,371		
Employee Benefits	3000	229,286	266,147	199,107	213,504		
Supplies and Materials	4000	689,248	689,993	41,684	65,340		
Other Operating Expenses and Services	5000	103,355	251,225	49,943	58,670		
Capital Outlay	6000	468		2,014	8,000		
TOTAL EXPENDITURES	501	1,646,862	1,840,075	1,295,338	1,449,718		
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(425,605)	(618,844)	(151,170)	(219,261)		
OTHER FINANCING SOURCES	8900	356,930	506,930	220,000	220,000		
OTHER OUTGO	7000						
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(68,675)	(111,914)	68,830	739		
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	295,949	227,274	30,549	99,379		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	295,949		30,549			
ENDING FUND BALANCE, JUNE 30	905	227,274	115,360	99,379	100,118		

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
40 Capital Projects Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2005-06 Budget Year: 2006-07

Description	State Use Only (EDP)	FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	4,346,375	9,632,003				
Local Revenues	8800	2,154,008	1,989,521				
TOTAL REVENUES	801	6,500,383	11,621,524				
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000		147,834				
Employee Benefits	3000		53,390				
Supplies and Materials	4000	25,307	27,078				
Other Operating Expenses and Services	5000	262,810	208,261				
Capital Outlay	6000	26,865,625	40,163,763				
TOTAL EXPENDITURES	501	27,153,742	40,600,326				
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(20,653,359)	(28,978,802)				
OTHER FINANCING SOURCES	8900	9,035,971	294,242				
OTHER OUTGO	7000	1,123,870	309,727				
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(12,741,258)	(28,994,287)				
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	58,802,279	46,061,021				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	58,802,279					
ENDING FUND BALANCE, JUNE 30	905	46,061,021	17,066,734				

CCFS-311 (Rev. 6/2001, er) 9/27/06 11:11AM
 Riverside Community College District District Code No.

CALIFORNIA COMMUNITY COLLEGES
 Annual Financial and Budget Report

Proprietary Funds Group
 60 Internal Service Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2005-06 Budget Year: 2006-07

Description	State Use Only (EDP)	INTERNAL SERVICE FUNDS					
		FUND: 61 SELF-INSURANCE FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
TOTAL INCOME	801	5,574,438	5,822,788				
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000	182,013	220,181				
Employee Benefits	3000	58,740	74,734				
Supplies and Materials	4000	4,378	4,520				
Other Operating Expenses and Services	5000	4,293,091	5,268,930				
Capital Outlay	6000	37,756	80,568				
TOTAL EXPENDITURES	501	4,575,978	5,648,933				
NET INCOME / LOSS	201	998,460	173,855				
OTHER FINANCING SOURCES	8900	500,000	250,000				
OTHER OUTGO	7000						
NET INCREASE / (DECREASE) IN RETAINED EARNINGS	901	1,498,460	423,855				
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	917,264	2,415,724				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	917,264					
ENDING FUND BALANCE, JUNE 30	905	2,415,724	2,839,579				

Riverside Community College District
 District Code No. **960**

CALIFORNIA COMMUNITY COLLEGES
 Annual Financial and Budget Report

Fiduciary Funds Group
 70 Fiduciary Funds Group

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2005-06 Budget Year: 2006-07

Fiduciary Funds Group

Description	State Use Only (EDP)	FUND: 71 ASSOCIATED STUDENTS TRUST FUND		FUND: 74 STUDENT FINANCIAL AID TRUST FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100			13,628,399	14,385,943		
State Revenues	8600			1,420,655	1,400,000		
Local Revenues	8800	590,083	601,000				
TOTAL REVENUES	801	590,083	601,000	15,049,054	15,785,943		
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	297,202					
Other Operating Expenses and Services	5000	245,591	601,000				
Capital Outlay	6000	46,328					
TOTAL EXPENDITURES	501	589,121	601,000				
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	962		15,049,054	15,785,943		
OTHER FINANCING SOURCES	8900						
OTHER OUTGO	7000	(21,057)		15,049,054	15,785,943		
NET INCREASE/(DECREASE) IN FUND BALANCE	901	22,019					
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	1,011,610	1,033,629				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	1,011,610					
ENDING FUND BALANCE, JUNE 30	905	1,033,629	1,033,629				

Riverside Community College District District Code No.

**CALIFORNIA COMMUNITY COLLEGES
 Annual Financial and Budget Report**

Gann Appropriation Limit

SUPPLEMENTAL DATA

Proposition 4: Gann Appropriation Limit

Proposition 4 (November 1979, Special Election) added Article XIII B to the State Constitution to place limitations of the expenditures of State and local governments.

SB 1352, Chapter 1205/80, provided the implementation of Article XIII B. Subsequently, that legislation was amended by SB 98 (Chapter 82/89), AB 198 (Chapter 83/89), and AB 751 (Chapter 1395/89).

Using the method prescribed by the Chancellor's Office and approved by the Department of Finance; please provide district information for the budget year, pursuant to Government Code Sections 7908(c) and 7910, as follows:

Budget Year: 2006-07

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$144,825,987
Appropriations subject to limit.	12	\$117,753,135
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$84,696,243
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$0

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Analysis of Net Ending Balance
For the General Fund

SUPPLEMENTAL DATA
 For Actual Year: 2005-06

Description	State Use Only (EDP)	General Fund Total No. S10
A. NET ENDING BALANCE	905	16,913,697
Identify the following legally restricted or Board designated amounts within the net ending balance:		
B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	60,719
Subtotal B	619	60,719
C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)		
Federal and State	621	
Local	622	4,274,852
Subtotal C	629	4,274,852
D. Subtotal Reserved (B + C)	675	4,335,571
E. Amounts committed by contract/other legal obligations:		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	
Other	633	
Subtotal E	639	
F. Amounts for district's self-insurance program	649	
G. Amounts for court order payments	659	
H. Amounts designated by Board action for specific future purposes excluding amounts above:		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	900,000
Other	664	
Subtotal H	669	900,000
I. TOTAL, DESIGNATED AMOUNTS (D through H)	679	5,235,571
J. UNCOMMITTED BALANCE (A less I)	690	11,678,126

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Analysis of compliance with the 50 Percent Law (ECS 84362)
The Current Expense of Education

SUPPLEMENTAL DATA
 For Actual Year: 2005-06

S11 GENERAL FUND - UNRESTRICTED SUBFUND		ECS 84362(a)	ECS 84362(b)
Object Category	State Use Only (EDP)	Instructional Salary Costs (AC 0100-5900 and AC 6110)	Total (AC 0100 - 6799)
		(1)	(2)
Academic Salaries (CA 1000):			
Instructional Salaries (CA 1100 and 1300)	407	44,810,978	44,810,978
Noninstructional Salaries (CA 1200 and 1400)	408		9,919,450
Subtotal Academic Salaries	409	44,810,978	54,730,428
Classified Salaries (CA 2000):			
Noninstructional Salaries (CA 2100 and 2300)	411		20,123,137
Instructional Aides (CA 2200 and 2400)	416	1,791,603	1,791,603
Subtotal Classified Salaries	419	1,791,603	21,914,740
Employee Benefits (CA 3000)	429	9,171,115	19,707,581
Supplies and Materials (CA 4000)	435		1,662,985
Other Operating Expenses and Services (CA 5000)	449		10,931,598
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		272,859
TOTAL (409 + 419 + 429) and (435 + 449 + 451)	459	55,773,696	109,220,191
Less Exclusions for Current Expense of Education	469		4,725,638
TOTALS for ECS 84362, 50 Percent Law (459 - 469)	470	55,773,696	104,494,553
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	53.37%	100.00%
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		52,247,276
Nonexempted Deficiency from second preceding fiscal year	473		
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474		52,247,276

Riverside Community College District 960 District Code No.

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Detail of General Fund Revenues

SUPPLEMENTAL DATA

For Actual Year: 2005-06

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
Federal Revenues (CA 8100):				
Forest Reserve	8110			
Higher Education Act	8120			
Workforce Investment Act	8130			
Temporary Assistance for Needy Families (TANF)	8140		120,655	120,655
Student Financial Aid	8150	118,457		118,457
Veterans Education	8160	4,939		4,939
Vocational and Technical Education Act (VTEA)	8170	(70,594)	1,475,356	1,404,762
Other Federal Revenues	8190		6,181,924	6,181,924
TOTAL FEDERAL REVENUES	8100	52,802	7,777,935	7,830,737
State Revenues (CA 8600)				
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121			
State General Apportionment	122	66,916,361		66,916,361
Other General Apportionments	123	1,353,579		1,353,579
General Categorical Programs (CA 8620)				
Child Development	124			
Extended Opportunity Programs and Services (EOPS)	125		675,641	675,641
Disabled Students Programs and Services (DSPS)	126		1,409,054	1,409,054
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CalWORKs)	128		514,610	514,610
Telecomm. and Technology Infrastructure Program (TTIP)	129		48,084	48,084
Other General Categorical Programs	130		691,223	691,223
Reimbursable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132			
Other Reimbursable Categorical Programs	133		3,135,202	3,135,202
State Tax Subventions (CA 8670):				
Homeowners' Property Tax Relief	134	452,623		452,623
Timber Yield Tax	135	1,314		1,314
Other State Tax Subventions	136			
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137	3,344,422	740,240	4,084,662
State Mandated Costs	138			
Other State Non-Tax Revenues	139			
Other State Revenues	8690	111,520		111,520
TOTAL STATE REVENUES	8600	72,179,819	7,214,054	79,393,873

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Detail of General Fund Revenues

SUPPLEMENTAL DATA
 For Actual Year: 2005-06

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
Local Revenues (CA 8800):				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	23,567,823		23,567,823
Tax Allocation, Supplemental Roll	8812	6,621,457		6,621,457
Tax Allocation, Unsecured Roll	8813	1,188,695		1,188,695
Prior Years Taxes	8816	55,116		55,116
Education Revenue Augmentation Fund (ERAF)	8817	1,387,900		1,387,900
Contributions, Gifts, Grants, and Endowments	8820	99,950	165,032	264,982
Contract Services (CA 8830):				
Contract Instructional Services	140	130,612		130,612
Other Contract Services	141			
Sales and Commissions	8840	1,589,507		1,589,507
Rentals and Leases	8850	188,427		188,427
Interest and Investment Income	8860	833,741	152,447	986,188
Student Fees and Charges				
Community Services Classes	8872	988,791		988,791
Dormitory	8873			
Enrollment	8874	8,537,185		8,537,185
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876		841,119	841,119
Instructional Materials Fees and Sales of Materials	8877			
Insurance	8878			
Student Records	8879	77,498		77,498
Nonresident Tuition	8880	1,378,032		1,378,032
Parking Services and Public Transportation	8881		1,443,323	1,443,323
Other Student Fees and Charges	8885	39,666		39,666
Other Local Revenues	8890	643,697	1,717,254	2,360,951
TOTAL LOCAL REVENUES	8800	47,328,097	4,319,175	51,647,272
TOTAL REVENUES (8100 + 8600 + 8800)	801	119,560,718	19,311,164	138,871,882
Other Financing Sources (CA 8900):				
Proceeds of General Fixed Assets	8910	6,559		6,559
Proceeds of General Long-Term Debt	8940			
Incoming Transfer	8980	(435,691)	1,559,561	1,123,870
TOTAL OTHER FINANCING SOURCES	8900	(429,132)	1,559,561	1,130,429
TOTAL REVENUES AND OTHER FINANCING SOURCES	899	119,131,586	20,870,725	140,002,311

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
 S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA
 For Actual Year: 2005-06

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Agriculture and Natural Resources	0100						3,655
Architecture and Environmental Design	0200	3,655					2,551,202
Environmental Sciences and Technologies	0300						2,785,937
Biological Sciences	0400	2,408,235		104,969	37,998		714,462
Business and Management	0500	2,695,736		30,001	60,200		2,865,707
Communications	0600	628,670		53,975	31,817		4,848,234
Information Technology	0700	2,468,515		96,815	300,377		2,226,766
Education	0800	4,504,625		297,352	46,257		4,967,910
Engineering and Industrial Tech.	0900	1,962,891		197,024	66,851		2,019,941
Fine and Applied Arts	1000	4,628,405		265,812	73,693		6,119,186
Foreign Language	1100	1,995,273		13,239	11,429		1,171,443
Health	1200	5,131,984		534,815	452,387		109,738
Family and Consumer Sciences	1300	1,150,649		17,895	2,899		8,804,766
Law	1400	109,738					12,221
Humanities (Letters)	1500	8,700,564		44,069	60,133		5,300,802
Library Science	1600	12,221					2,293,334
Mathematics	1700	5,284,714		10,638	5,450		1,237,945
Military Studies	1800						3,738,177
Physical Sciences	1900	2,172,511		75,756	45,067		4,332,585
Psychology	2000	1,226,402		11,543			1,199,919
Public and Protective Services	2100	2,310,711		1,289,891	137,575		3,469,788
Social Sciences	2200	4,294,955		17,407	20,223		302,691
Commercial Services	3000	1,129,265		48,669	21,985		
Interdisciplinary Studies	4900	3,454,078		10,208	5,502		
Instruct. Staff-Retir's Bnfts & Retire. Incents	5900	302,691					
Subtotal - Instructional Activities	599	56,576,488		3,120,078	1,379,843		61,076,409

** Salaries and Benefits of staff in noninstructional assignments * Salaries and Benefits of instructors and instructional aides in instructional assignments
 CCFS-311 (Rev. 6/2001, er) District Code No. **960**
 9/27/06 11:14AM Riverside Community College District

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity

S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2005-06

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Instruct. Admin. & Instruct. Governance (6000)							
Academic Administration	6010		11,958,110	2,470,993	853,892		15,282,995
Course and Curriculum Development	6020		2,910,289	1,395,717	234,020		4,540,026
Academic/Faculty Senate	6030						
Other Instruct. Admin. & Instruct. Governance	6090						
Subtotal - Instructional Administration	6000		14,868,399	3,866,710	1,087,912		19,823,021
Instructional Support Services (6100)							
Learning Center	6110		404,359	4,127	15,070		423,556
Library	6120		2,353,697	290,202	278,362		2,922,261
Media	6130		827,180	85,259	27,661		940,100
Museums and Galleries	6140						
Academic Information Systems and Tech.	6150						
Other Instructional Support Services	6190						
Subtotal - Instructional Support Services	6100		3,585,236	379,588	321,093		4,285,917
Admissions and Records	6200		2,534,419	376,111	72,153		2,982,683
Student Counseling and Guidance (6300)							
Counseling and Guidance	6310		2,940,403	134,824	40,131		3,115,358
Matriculation and Student Assessment	6320		603,940	52,128	20,388		676,456
Transfer Programs	6330		20,323	12,636	1,992		34,951
Career Guidance	6340						
Other Student Counseling and Guidance	6390						
Subtotal - Student Counseling and Guidance	6300		3,564,666	199,588	62,511		3,826,765

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity

S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA
 For Actual Year: 2005-06

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Other Student Services (6400)							
Disabled Students Program & Services (DSPS)	6420		1,557,452	94,486	70,643		1,722,581
Extended Opportunity Prgrms. & Services (EOPS)	6430		623,276	51,395	12,753	257,708	945,132
Health Services	6440		433,297	197,893	37,567		668,757
Student Personnel Administration	6450		1,861,459	274,970	38,805		2,175,234
Financial Aid Administration	6460		1,990,411	169,144	861		2,160,416
Job Placement Services	6470		85,633	1,629	1,718		88,980
Veterans Services	6480						
Miscellaneous Student Services	6490						
Subtotal - Other Student Services	6400		6,551,528	789,517	162,347	257,708	7,761,100
Operation and Maintenance of Plant (6500)							
Building Maintenance and Repairs	6510		1,637,812	640,775	647,200		2,925,787
Custodial Services	6530		2,199,817	236,462	10,072		2,446,351
Grounds Maintenance and Repairs	6550		1,296,593	142,440	109,598		1,548,631
Utilities	6570			2,202,468			2,202,468
Other Operation and Maintenance of Plant	6590			50,140			50,140
Subtotal - Operation and Maintenance of Plant	6500		5,134,222	3,272,285	766,870		9,173,377
Planning, Policymaking, and Coordination	6600		2,178,976	889,485	86,613		3,155,074

* Salaries and Benefits of instructors and instructional aides in instructional assignments
 ** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
 S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA
 For Actual Year: 2005-06

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
General Institutional Support Services (6700)							
Community Relations	6710		1,155,100	334,790	39,723		1,529,613
Fiscal Operations	6720		1,754,664	209,239	8,229		1,972,132
Human Resources Management	6730		1,112,150	462,130	19,457		1,593,737
Noninstrl. Staff Retirees' Brifts. & Retire. Incent.	6740		432,374				432,374
Staff Development	6750		278	21,578			21,856
Staff Diversity	6760		1,408	29,206			30,614
Logistical Services	6770		3,095,077	1,648,777	93,318		4,837,172
Management Information Systems	6780		3,074,393	1,242,383	219,814		4,536,590
Other General Institutional Support Services	6790						
Subtotal - General Institutional Support Services	6700		10,625,444	3,948,103	380,541		14,954,088
Community Svcs. & Economic Develop. (6800)							
Community Recreation	6810		396,473	254,774	4,276		655,523
Community Service Classes	6820		436,079	95,247	73,547		604,873
Community Use Facilities	6830		373,984	99,824	927		474,735
Economic Development	6840						
Other Community Svcs. & Economic Development	6890						
Subtotal - Community Services	6800		1,206,536	449,845	78,750		1,735,131

* Salaries and Benefits of instructors and instructional aides in instructional assignments
 ** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
 Annual Financial and Budget Report

Expenditures by Activity

S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2005-06

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Ancillary Services (6900)							
Bookstores	6910			35,685			35,685
Child Development Centers	6920		20,256	53,362	51,774		125,392
Farm Operations	6930		21,324				21,324
Food Services	6940						
Parking	6950		1,502,922	372,299	326,947		2,202,168
Student and Co-curricular Activities	6960		974,484	85,060	38,371		1,097,895
Student Housing	6970						
Other Ancillary Services	6990						
Subtotal - Ancillary Services	6900		2,518,966	546,406	417,092		3,482,464
Auxiliary Operations (7000)							
Contract Education	7010		620,717	312,864	63,460		997,041
Other Auxiliary Operations	7090		346,185	683,618	1,408		1,031,211
Subtotal - Auxiliary Operations	7000		966,902	996,482	64,868		2,028,252
Physical Property and Related Acquisitions (7100)	7100			44,109	3,894,224		3,938,333
Long-Term Debt and Other Financing (7200)							
Long-Term Debt	7210						
Tax Revenue Anticipation Notes	7220						
Other Financing	7290						
Subtotal - Long-Term Debt and Other Financing	7200						
Transfers, Student Aid, and Other Outgo (7300)							
Transfers	7310					1,076,930	1,076,930
Student Aid	7320					79,015	79,015
Other Outgo	7330						
Subtotal - Transfers, Student Aid, and Other Outgo	7300					1,155,945	1,155,945
TOTAL EXPENDITURES and OTHER OUTGO	391	56,576,488	53,735,294	18,878,307	8,774,817	1,413,653	139,378,559

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA

Receipt and Expenditures of Lottery Proceeds

L11 GENERAL FUND

For Actual Year: 2005-06

Budget Year: 2006-07

Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) (1)	Instructional & Institutional Support Activities (6000 - 6700) (2)	Others (3)	Total (Col. 1 thru 3) (4)
1. 06/30/05 Reported Ending Balance	902				
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	904				
Part I. Actual Fiscal Year Data					
4. State Lottery Proceeds:					
a) Cash Received	869A				3,186,727
b) Accrued	860A				897,935
Expenditures:					
5. Salaries and Benefits (Objects 1000 - 3000)	100A		3,344,422		3,344,422
6. Supplies and Materials (Object 4000)					
(a) Software	210A				
(b) Books, Magazines, & Periodicals	220A	15,613	50,264		65,877
(c) Instructional Supplies & Materials	230A	456,283	23,864	397	480,544
(e) Noninstructional Supplies & Materials	240A	16,544	20,338		36,882
7. Other Oper. Exp. & Services (5000)	400A	99,884	57,053		156,937
8. Capital Outlay:					
a) Library Books (Object 6300)	630A				
b) Equipment (Object 6400)	640A				
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	501A	588,324	3,495,941	397	4,084,662
11. 06/30/06 Balance (lines 3 + 4 - 10)	905A				
Part II. Budget Fiscal Year Data					
12. State Lottery Proceeds (estimated)	869B				3,892,312
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B		3,184,619		3,184,619
14. Supplies & Materials (Object 4000)					
(a) Software	210B				
(b) Books, Magazines, & Periodicals	220B	14,927	48,058		62,985
(c) Instructional Supplies & Materials	230B	436,233	22,801	400	459,434
(e) Noninstructional Supplies & Materials	240B	15,810	19,433		35,243
15. Other Oper. Exp. & Services (Object 5000)	400B	95,495	54,536		150,031
16. Capital Outlay:					
a) Library Books (Object 6300)	630B				
b) Equipment (Object 6400)	640B				
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	501B	562,465	3,329,447	400	3,892,312
19. 06/30/07 Projected Balance (add lines 11 + 12 - 18)	905B				

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Page: 1

SUPPLEMENTAL DATA

Analysis of Interfund Transfers

For Actual Year: 2005-06

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
11	IN	Unrestricted Subfund	1,123,870	
41	OUT	Capital Outlay Projects Fund		1,123,870
32	IN	Cafeteria Fund	356,930	
11	OUT	Unrestricted Subfund		356,930
33	IN	Child Development Fund	220,000	
11	OUT	Unrestricted Subfund		220,000
61	IN	Self-Insurance Fund	500,000	
11	OUT	Unrestricted Subfund		500,000

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA

**** Summary Page ****

Page: 2

Analysis of Interfund Transfers

For Actual Year: 2005-06

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
Summary Totals				
Totals			2,200,800	2,200,800
11		Unrestricted Subfund	1,123,870	
41		Capital Outlay Projects Fund		1,123,870
32		Cafeteria Fund	356,930	
11		Unrestricted Subfund		1,076,930
33		Child Development Fund	220,000	
61		Self-Insurance Fund	500,000	

JOINT SPECIAL COMMITTEE MEETING OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES AND
ALVORD UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Alvord Unified School District – Board Room
10365 Keller Avenue, Riverside, California 92505
Monday, August 7, 2006, 4:00 p.m.

MINUTES

Committee Members Present: K.R. Zack Earp and Ben Johnson II, AUSD; José Medina and Mark Takano, RCCD

Staff Present: Paul Jessup, Superintendent, AUSD
Kathy Wright, Ed.D., Deputy Superintendent, AUSD
Wendel Tucker, Ph.D., Assistant Superintendent, Operational Support Services, AUSD
Irv Hendrick Ed.D., Dean of Education, RCCD
Jim L. Buysee, Ph.D., Vice Chancellor, Administrator & Finance, RCCD
Virginia (Ginny) MacDonald, Chief of Staff, RCCD
Linde Cobb, Admin. Asst. to the Board of Education, AUSD

I. Welcome and Introductions

II. Orientation /Review: Dr. Wright and Dr. Hendrick reviewed the history of the joint use project of the Alvord Unified School District and the Riverside Community College District highlighting:

- ◆ Site Selection
- ◆ Construction Funding
- ◆ Program Development and Evaluation Funding
- ◆ Guiding Concepts for Design of the Facility
- ◆ Historical Roots/Concept
- ◆ Core Guiding Article of Faith for the Learning Center

The presentation was followed by questions and answers.

- ◆ Staff has communicated with California Baptist University.
- ◆ The goal/idea is that students will have attended the preschool first.
- ◆ The facility will house approximately 700-800 students and approximately 40-45 teachers.
- ◆ Space is still dedicated for a Wellness Center, however plans will need to be revisited since so much time has passed.
- ◆ Space will be dedicated to Special Education programs.
- ◆ Observations windows will be discussed with the teachers' association.
- ◆ Will look for teachers with strengths in 4 content areas so they can serve as a resource.

III. Construction Progress Report: Dr. Tucker and Dr. Buysee provided pictures of the current construction and reported that construction is on schedule with the center scheduled to open in the fall of 2007. Construction progress will be assessed in January 2007 and a final opening date will be determined at that time. In order to minimize confusion, the elementary school will open first with the child center's opening and the offering of teacher preparation and other college classes beginning the following semester.

IV. Process for naming the Facility: Dr. Wright and Dr. Tucker reviewed Alvord's Board Policy. Alvord has three schools that need a name, this facility is one of them. Dr. Wright requested information on Riverside Community College's process for naming facilities. Ginny MacDonald will provide the requested information. The consensus of the committee was to proceed with naming the entire complex and then contemplate naming different sections which would clearly identify the nature of the facility.

- V. Other Discussion: Drs. Wright and Hendrick will be preparing the first drafts of the operational agreement, consulting with appropriate management colleagues and legal counsel in the process.
- VI. Next Meeting: Monday, October 9, 2006 at 4:00 p.m. in Riverside Community College's Alumni House.

Adjournment – 6:04 p.m.

MINUTES OF THE BOARD OF TRUSTEES
ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE
AUGUST 22, 2006

Chairperson Medina called the committee to order at 5:05 p.m. in Board Room AD122, in the O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Board Vice President
Ms. Grace Slocum, Board Member
Dr. Salvatore G. Rotella, Chancellor
Dr. Linda Lacy, Vice Chancellor, Student Services/Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus (arrived at 5:45 p.m.)
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)
Mr. Richard Mahon, Academic Senate Representative (Riverside Campus)
Ms. Karin Skiba, CTA Representative

Resource Persons Present

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Ms. Ellen Brown-Drinkwater, Counselor
Mr. Michael Wright, Director, Workforce Preparation Grants and Contracts
Mr. Jeff Williamson, Statewide Director, Centers for International Trade Development
Ms. Virginia McKee-Leone, Interim Vice President, Academic Affairs, Riverside City
College
Dr. Lyn Greene, Associate Dean, Government Relations
Ms. Sylvia Thomas, Associate Vice Chancellor, Instruction

Ms. Brown-Drinkwater presented an overview of the 2005-2008 Transfer Center plan that will be presented to the Board of Trustees for approval at the August 29th regular meeting. Discussion followed.

2005-2008 RCCD TRANSFER
CENTER PLAN

Dr. Lacy led the review of the agreement to provide additional psychological services to RCCD students that will be presented to the Board of Trustees for approval at the August 29th regular meeting. Discussion followed.

AGREEMENT WITH LOMA
LINDA UNIVERSITY,
DEPARTMENT OF
PSYCHOLOGY

Mr. Wright reviewed the agreement to provide services to Workforce Investment Act participants that will be presented to the Board for approval at the August 29th regular meeting. Discussion followed.

AGREEMENT WITH THE
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT
AGENCY FOR THE
COMMUNITY COLLEGE
ASSISTANCE CENTER

Dr. Davis reviewed the agreement to provide a venue for Norco Campus classes that will be presented to the Board for approval at the August 29th regular meeting. Discussion followed.

AGREEMENT WITH FENDER
MUSEUM OF MUSIC AND
THE ARTS

Mr. Williamson led the committee review of the agreement to provide project management and export assistance for clients for the Center for International Trade that will be presented to the Board for approval at the August 29th regular meeting. Discussion followed.

AGREEMENT WITH
NETWORK INTERNATIONAL
EXPORTS, INC.

Ms. McKee-Leone led the committee review of the agreement to supply office space, classroom and laboratory facilities for the operation of the Culinary Academy which will be presented to the Board for approval at the August 29th regular Board meeting. Discussion followed.

SUBLEASE AGREEMENT
WITH RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT
AGENCY FOR THE
CULINARY ACADEMY

Dr. Maghroori, Dr. Greene, and Ms. Thomas reviewed of the Memorandum of Understanding for the Jurupa Early College Academies Program that will also be presented to the Board for their approval at the regular Board meeting on August 29th. Discussion followed.

MEMORANDUM OF
UNDERSTANDING WITH
JURUPA UNIFIED SCHOOL
DISTRICT COLLEGE
ACADEMIES PROGRAM

Ms. Thomas reviewed of the Memorandum of Understanding to provide facilities for the Rubidoux Annex that will also be presented to the Board for their approval at the regular Board meeting on August 29th. Discussion followed.

MEMORANDUM OF
UNDERSTANDING WITH
JURUPA UNIFIED SCHOOL
DISTRICT FOR THE
RUBIDOUX ANNEX

The committee adjourned the meeting at 5:39 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
PLANNING AND DEVELOPMENT COMMITTEE MEETING OF
AUGUST 22, 2006

Chairperson Figueroa 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. Mary Figueroa, Chairperson
Mr. Jose Medina, Board Vice President
Ms. Grace Slocum, Vice Chairperson
Dr. Salvatore G. Rotella, Chancellor
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley)
Dr. Richard Mahon, Academic Senate Representative (Riverside)
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)
Mr. Mark Carpenter, CTA Representative

Resource Persons Present

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Mr. Aan Tan, Associate Vice Chancellor, Facilities

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Mr. Tan explained that the District needs to secure the services of a Civil Engineer to amend CEQA documents associated with the future site of the School for Performing and Media Arts. The project agreement with KCT Consultants, Inc. will be brought to the Board for approval at the August 29, 2006 regular meeting. Discussion followed.

CEQA AMENDMENT – SCHOOL
FOR PERFORMING AND MEDIA
ARTS

The committee adjourned the meeting at 6:10 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
FINANCE AND AUDIT COMMITTEE MEETING OF
AUGUST 22, 2006

Chairperson Daley called the Finance and Audit Committee to order at 6:20 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Ms. Kathleen Daley, Chairperson
Mr. Jose Medina, Board Vice President
Ms. Mary Figueroa, Board Member
Dr. Salvatore G. Rotella, Chancellor
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)
Mr. Richard Mahon, Academic Senate Representative (Riverside City College)
Ms. Karin Skiba, 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
Mr. Ralph Perez, Director, Facilities Operations and Maintenance

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Mr. Brown and Mr. Perez led the committee review of the agreement for a comprehensive utility retrofit program that will be presented to the Board for approval at the regular Board meeting on August 29th. Discussion followed.

PUBLIC HEARING PURSUANT
TO GOVERNMENT CODE
SECTION 4217 AND
AGREEMENT FOR UTILITY
RETROFIT IMPROVEMENTS

Mr. Tan led the committee review of the recommendation of the agreements for ProWest Constructors for the construction management services for the Center for Primary Education Project; Barnhart, Inc. for construction management services for the Nursing/Sciences Building Project; Keith Francis & Co., Inc. for construction management services for the Moreno Valley Phase III – Student Academic Services Facility Project. All agreements will be brought to the Board for approval on August 29th. Discussion followed.

PROPOSED AGREEMENTS –
CONSTRUCTION
MANAGEMENT SERVICES

Mr. Tan led the committee review of Change Order No. 1 for the Parking Structure project which will be brought to the Board for approval on August 29th. Discussion followed.

CHANGE ORDER NO. 1 –
PARKING STRUCTURE
PROJECT

Mr. Tan led the review of Change Order No. 1 for the Quad Modernization Project which will also be brought to the Board for approval on the 29th. Discussion followed.

CHANGE ORDER NO. 1 –
QUAD MODERNIZATION
PROJECT

Mr. Tan led the committee review of the recommendation for the hiring of five service firms/individuals for the 2006-2007 fiscal year to assist with capital projects including new construction, remodeling, and renovation projects on an as-needed basis that will be brought to the Board for approval on August 29th. Discussion followed.

CONTRACTING SERVICES
FOR FISCAL YEAR 2006-2007

Mr. Tan led the committee review of the agreement with KCT Consultants for the Nursing/Sciences Building Project and the Moreno Valley Phase III – Student Academic Services Facility Project which will be brought to the Board for approval on August 29th. Discussion followed.

PROPOSED AGREEMENT TO
HIRE KCT CONSULTANTS,
INC. – NURSING/SCIENCES
BUILDING PROJECT AND
MORENO VALLEY PHASE III –
STUDENT ACADEMIC
SERVICES FACILITY PROJECT

The committee adjourned the meeting at 6:40 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
PERSONNEL AND LABOR RELATIONS COMMITTEE MEETING OF
SEPTEMBER 11, 2006

Chairperson Figueroa called the Personnel and Labor Relations Committee to order at 5:06 p.m. in Board Room AD122 in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Ms. Mary Figueroa, Chairperson
Mr. Jose Medina, Vice Chairperson
Mr. Mark Takano, Board President
Dr. Salvatore G. Rotella, Chancellor
Dr. Jim Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Interim Vice Chancellor, Diversity and Human Resources
Ms. Tish Chavez, Confidential Representative
Mr. Nate Finney, CSEA Representative

Guests Present

Dr. Daniel Castro, President, Riverside City College
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services and Operations
Mr. Raj Bajaj, District Dean/Director, Institutional Reporting and Academic Services
Dr. Lyn Greene, Associate Dean, Governmental Relations
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Dr. Bill Orr, Vice President, Business Services, Moreno Valley Campus

Resources Persons Present

Ms. Sharon Tanabe, Client Partner, Edward W. Kelley Partners
Mr. Ira Krinsky, Senior Client Partner, Korn/Ferry International

Ms. Figueroa asked to have a formal moment of silence in remembrance of the tragic events of September 11, 2001.

FORMAL REMEMBRANCE OF
SEPTEMBER 11, 2001

Ms. Tanabe led the committee consideration of the suggested qualifications for the Chancellor's position that will also be presented to the Board on September 12th. Discussion followed.

CHANCELLOR SEARCH UPDATE

The committee adjourned the meeting at 5:35 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: IX-A

DATE: October 17, 2006

Subject: Proposition 1D – Resolution for the Kindergarten-University Public
Education Facilities Bond Act of 2006 – Resolution No. 2-06/07

Background: The Board is requested to adopt a resolution in support of Proposition 1D.
Proposition 1D is a general obligation bond that would:

- Enact the \$10.4 billion Kindergarten-University Public Education Facilities Bond Act of 2006, of which \$7.3 billion would be for K-12 facilities and \$3.1 billion for higher education facilities including \$1.5 billion for the community colleges;
- Require each building constructed, reconstructed, modified, or expanded on or after July 1, 2006, on a community college campus to be built according to either the Field Act or the California Building Standards Code.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 2-06/07 in support of Proposition 1D, Resolution for the Kindergarten-University Public Education Facilities Bond Act of 2006, and authorize the Board President to sign the Resolution.



Salvatore G. Rotella
Chancellor

Prepared by: Virginia MacDonald
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROPOSITION 1D
THE KINDERGARTEN-UNIVERSITY PUBLIC EDUCATION FACILITIES
BOND ACT OF 2006
RESOLUTION No. 2-06/07

WHEREAS, California's K-12 schools, community colleges, and public universities face tremendous needs in classroom construction, restoration and earthquake retrofitting; and

WHEREAS, more than 2.4 million students are enrolled in California's public higher education system, which includes the University of California, the California State University, and the California Community Colleges; and

WHEREAS, the Kindergarten-University Public Education Facilities Bond Act of 2006 will help prepare students for the workplace of the 21st century and high-skilled, high-wage jobs; and

WHEREAS, more than \$35 billion per year is contributed to the state's economy through California's three higher education systems, and there is a direct correlation between California's future economic and cultural prosperity and the availability of educational opportunities for its citizens through community colleges and other higher education institutions; and

WHEREAS, the total unmet facilities needs for the community college system have been estimated at approximately \$18.1 billion to fund needed new facilities and upgrade existing buildings to meet enrollment growth and provide students access to new technologies; and

WHEREAS, the Kindergarten-University Public Education Facilities Bond Act of 2006 would provide \$3.1 billion for public higher education facilities including \$1.5 billion over the next two years for the California Community Colleges for building projects to serve the educational needs of the system's 1.6 million students; and

WHEREAS, California's historical policy of access to higher education for all eligible students is threatened, and

WHEREAS, passage of the Kindergarten-University Public Education Facilities Bond Act of 2006 would provide the Riverside Community College District with funds to grow and the ability to continue with the planned development of its three campuses; and

WHEREAS, the Riverside Community College District believes that every effort should be made to inform voters about the impact of passage of the Kindergarten-University Public Education Facilities Bond Act of 2006 on local residents and students and their community college(s); now

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District supports the Kindergarten-University Public Education Facilities Bond Act of 2006 and encourages students and voters to become aware of the pros and cons of passage of the Kindergarten-University Public Education Facilities Bond Act of 2006 and the impact of its passage upon Riverside Community College(s), and that this resolution is passed and adopted this 17th day of October, 2006 by said Board.

October 17, 2006

Date
