

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
March 20, 2007 - 6:00 p.m. – Board Room AD 122, Riverside City College

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.

I. Approval of Minutes - Regular Meeting of February 20, 2007
Special Meeting of March 5, 2007

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 – Ms. Mary Figueroa, President, Board of Trustees, Riverside Community College District

B. Resolution No. 29-06/07 – Resolution to Recognize Classified School Employee Week

- Recommend adopting a resolution to designate the week of May 21 through May 25, 2007 as Classified School Employee Week.

Recommended Action: Request for Approval

- C. Summer Workweek
 - Recommend approving the four, ten-hour day workweek from June 11 through August 17, 2007 as outlined.

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

(f) Part-Time Faculty, Hourly Assignments

(g) Child Development Center Hourly Employees

2. Program Director Stipend

3. Salary Placement Adjustment

4. Request for Participation in Reduced Employment Program

5. Reorganization

6. Request for Federal Family and Medical Leave
 7. Request for Unpaid Leave of Absence
 8. Separation
- b. Classified Personnel
1. Appointments
 - (a) Management/Supervisory
 - (b) Management/Supervisory – Categorically Funded (None)
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - (e) Professional Experts (None)
 - (f) Short Term
 - (g) Temporary as Needed Student Workers
 - (h) Community Education Program
 - (i) Special Assignment
 2. Professional Growth Achievement Step
 3. Request to Adjust Effective Date
 4. Requests to Rescind Leave Without Pay
 5. Request for Reduced Workload for Categorically-Funded Employee
 6. Non-Continuance of Probationary Employee
 7. Separations

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

3. Annuities
 - Tax shelter annuities for employees, amendments and terminations.

4. Approval - Budget Adjustments
 - a. Approval - Budget Adjustments
 - Request approval of various budget transfers between major object codes as requested by administrative personnel.

 - b. Resolution(s) to Amend Budget
 1. Resolution to Amend Budget – Resolution No. 30-06/07 – 2006-2007 Quadrangle Building Modernization Project - Equipment
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.

 2. Resolution to Amend Budget – Resolution No. 31-06/07 – 2006-2007 Wells Fargo Bank/RCCD ID Cards
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.

 3. Resolution to Amend Budget – Resolution No. 32-06/07 – 2006-2007 Associate Degree Registered Nursing Program – Capacity Building for Program Expansion
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.

 - c. Contingency Budget Adjustments (None)

5. Bid Awards
 - a. Award of Bid – Hazardous Materials Building Projects – Moreno Valley and Norco Campuses
 - Recommend awarding a bid for hazardous building materials projects.

- b. Award of Bid – CTP Solutions
 - Recommend awarding a bid for CTP Solutions for the Production Printing Department
- 6. Donations
 - Recommend approving the listed donated items.
- 7. Out-of-State Travel
 - Recommend approving out-of-state travel requests.
- 8. Grants, Contracts and Agreements
 - a. Service Agreement with PeopleAdmin
 - Recommend approval of the service agreement to provide an automated internet based system for accepting and processing employment applications online via the Web.
 - b. Agreement with Music Theatre International
 - Recommend approving the agreement to provide royalty, rental, security fees, and logo pack for a RCC Theatre Department production.
 - c. Agreement with Glenn Morrissette
 - Recommend approving the agreement to provide services as the guest speaker for the RCC Music Department Digital/Audio program.
 - d. Agreement with Kye Palmer
 - Recommend approving the agreement to provide services as the guest artist for the RCC Music Department Jazz Festival.
 - e. Agreement with Bi-Costal Music, Inc.
 - Recommend approving the agreement to provide services as the guest artist for RCC Music Department Jazz Concert.
 - f. Agreement with Karen Vargo
 - Recommend approving the agreement to provide stage managing services for the Performance Riverside production of “Man of La Mancha.”

- g. Agreements with Music Theatre International
- Recommend approving the agreements to provide royalties, security deposits, musical rental fees, and sales tax for Performance Riverside productions.
- h. Agreement with California Theatre Center
- Recommend approving the agreement to provide services for the production of “Cinderella” and “Hansel and Gretel” for the Performance Riverside Discovery Theatre
- i. Agreement with R&H Theatricals
- Recommend approving the agreement to provide royalty, rental, and security deposit for the Performance Riverside production of “The King and I.”
- j. Agreements for “Sensational Showtunes”
- Recommend approving the agreement to provide costume design, scenic portal and wardrobe services for the Performance Riverside production.
- k. Agreement with Harvey Pittel
- Recommend ratifying the agreement to provide a master class for the Music Department at Riverside City College.
- l. Agreement with Press Enterprise
- Recommend approving the agreement to provide advertising services for the 2007 Performance Riverside productions.
- m. Agreement with Jack McLean
- Recommend approving the agreement to provide services as guest lecturer on film lighting to students at Riverside City College.
- n. Agreement with Marshall Gartenlaub
- Recommend approving the agreement for research and preparation of an issue paper for the Perkins IV grant.
- o. Agreement with Dale Masterson
- Recommend approving the agreement to conduct a workshop for occupational education faculty and staff on “Understanding the Millennials and How to Effectively Market to Them.”
- p. Facilities Use Agreement with UCLA Conference Center

- Recommend approving the agreement to provide the use of the Arrowhead facility for a Basic Skills Retreat for Moreno Valley campus faculty, staff, and administrators.
- q. Agreement with H & L Charter Co., Inc.
 - Recommend approving the agreement to provide transportation to the Basic Skills Retreat for Moreno Valley campus faculty, staff and administrators.
- r. Agreement with Pomona Valley Hospital Medical Center
 - Recommend approving the agreement to provide clinical opportunities for emergency medical services students.
- s. Agreement with Doris Griffin
 - Recommend approving the agreement to provide services to build course equivalencies and to provide training to appropriate personnel.
- t. Agreement with Complete Coach Works
 - Recommend approving the agreement to provide mechanics training courses.

Recommended Action: Request for Approval and Ratification

- 9. Other Items
 - a. Purchase Using San Mateo County Community College Award
 - Recommend awarding a bid for furniture and equipment for the Quadrangle project utilizing a contract previously awarded by San Mateo County Community College and in accordance with Public Contract Code Section 20652.
 - b. Purchase Dell Computers and Equipment Using Western States Contracting Alliance, Master Price Agreement
 - Recommend approving the use of a contract to purchase computers and equipment utilizing a contract listed by the Western States Contracting Alliance (WSCA) and in accordance with Public Contract Code 20652.

- c. Purchase Using General Services Administration
 - Recommend approving the use of a contract to purchase equipment for the Quadrangle project utilizing a contract listed by the General Services Administration (GSA) and in accordance with Public Contract Code 20652.
- d. Purchase Using California Multiple Award Schedules
 - Recommend approving the use of a contract to purchase furniture and equipment for the Quadrangle project utilizing a contract listed by the California Multiple Award Schedules and in accordance with Public Contract Code 20652.
- e. Purchase Using County of Riverside Award
 - Recommend approving the use of a contract to purchase furniture and equipment for the Quadrangle project utilizing a contract previously awarded by the County of Riverside and in accordance with Public Contract Code Section 20652.
- f. Notice of Completion – ECS Modular Building Remodel, Moreno Valley Campus
 - Recommend accepting the ECS Modular Building Remodel project at the Moreno Valley campus as complete, approving execution of the Notice of Completion and authorizing the signing of the notice.
- g. Notice of Completion – Parking Structure P1 Project (Phase II)
 - Recommend accepting the Parking Structure P1 project at the Riverside City campus as complete, approving execution of the Notice of Completion and authorizing signing of the notice.

Recommended Action: Request for Approval

B. Information

- 1. Monthly Financial Report
 - Informational report relative to financial activity for the period from July 1, 2006 through February 28, 2007.

Information Only

VI. Board Committee Reports

A. Teaching and Learning

1. Memorandum of Understanding with Educational Agencies
- Recommend approving the blanket Memorandum of Understanding for reimbursement of expenses incurred by partnering educational agencies related to the Desert Region Tech Prep collaborative grant.
2. Agreement with Centers for Academic Programs Abroad
- Recommend approving the agreement to provide travel services for the fall session of the study abroad program in Italy.
3. Agreement with Blackboard Inc.
- Recommend approving the agreement to act as the application service provider for online classes and to provide hosting, licensing and consulting services.
4. Proposed Curricular Changes
- Recommend approving the curricular changes for inclusion in the college catalog and in the schedule of class offerings.

Recommended Action: Request for Approval

B. Resources Committee

1. Capital Project Management System Agreement with Logic Domain
- Recommend approving an agreement to provide a project management system using Measure C funds.
2. Design and Engineering Services: Food Services Remodels – Moreno Valley Campus and Riverside City Campus and PBX Network Operations Center, Riverside City Campus
- Recommend approving a proposed design and engineering services agreement for the preparation of plans and specifications for kitchen remodel and renovation projects and for a network center PBX expansion project using Measure C funds.

Recommended Action: Request for Approval

C. Planning Committee

1. Design Services Final Project Proposal for the Student Services Center at Riverside City Campus
 - Recommend approving an agreement for the preparation of a Final Project Proposal for the Student Services Center at the Riverside City Campus using Measure C funds.
2. District Modular Projects and Budget Approvals
 - Recommend approving project budgets, architectural service agreements and the use of Measure C funds relative to the District Modular Projects.

Recommended Action: Request for Approval

- D. Board of Trustees Committee Meeting Minutes
 - Recommend receipt of minutes from the February 15, 2007 Board of Trustees Teaching and Learning, Resources, and Planning Committee meetings.

Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

VIII. Academic Senate Report

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

IX. Business from Board Members

- A. CCCT Board of Directors Election – 2007
 - Recommend voting to fill the CCCT Board vacancies.

Recommended Action: Vote for CCCT Board Vacancies

- B. Resolution Commending Mr. Lee Wagner, Chief/Director of College Safety and Police, Riverside Community College District – Resolution No. 33-06/07
 - Recommend adopting a resolution to recognize and commemorate the significant contributions of Mr. Lee Wagner to the youth of Riverside.

X. Closed Session

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

Recommended Action: To be Determined

XI. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES
MEETING OF FEBRUARY 20, 2007

President Figueroa called the regular meeting of the Board of Trustees to order at 6:06 p.m., in the Board Room AD122, Riverside City College

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Janet Green
Ms. Mary Figueroa
Mr. Mark Takano
Ms. Yajaira Tiscareño, Student Trustee

Trustees Absent

Mr. José Medina

Staff Present

Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Linda Lacy, Interim President, Riverside City College
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services and Operations
Dr. Richard Mahon, President, Academic Senate, Riverside City College
Mr. Doug Beckstrom, President, Academic Senate, Moreno Valley Campus
Mr. Tom Wagner, President, Academic Senate, District and Norco Campus

Guests Present

Dr. Wendell Tucker, Assistant Superintendent, Operational Support Services,
Alvord Unified School District
Dr. Kathy Wright, Deputy Superintendent, Alvord Unified School District

Ms. Jessica Guerro, District Student Senate Representative,
led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees amend the agenda to allow the presentation on the “Innovative Learning Center be presented prior to the Board’s adjourning to closed session. Motion carried. (4 ayes, 1 absent [Medina])

AMEND AGENDA

Dr. Tucker and Dr. Wright made a presentation to the Board Members on the construction progress made on “The Innovative Learning Center” building project.

Presentation on “The Innovative Learning Center,” the Alvord Unified School District / Riverside Community College District Building Center Project – Dr. Wendell Tucker, Assistant Superintendent, Operational Support Services, and Dr. Kathy Wright, Deputy Superintendent, Alvord Unified School District

The Board adjourned to closed session at 6:25 p.m., pursuant to Government Code Section 54957, public employee, discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session at 6:50 p.m. and announced the following action:

RECONVENMENT TO OPEN SESSION

By consensus, the Board accepts the recommendation of the Administration that two names would be added to item V-A-1-a-7 as a non-renewal of contract: Mr. Minyard Applewhite and Mr. Terrence Redfern.

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the regular meeting of January 30, 2007. Motion carried. (4 ayes, 1 absent [Medina])

MINUTES OF REGULAR MEETING OF JANUARY 30, 2007

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the adjourned meeting of February 2, 2007. Motion carried. (4 ayes, 1 absent [Medina])

MINUTES OF THE ADJOURNED MEETING OF FEBRUARY 2, 2007

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the special meeting of February 2, 2007. Motion carried. (4 ayes, 1 absent [Medina])

MINUTES OF THE SPECIAL MEETING OF FEBRUARY 2, 2007

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the adjourned meeting of February 3, 2007 with the correction that upon reconvening to open session at 4:50 p.m. the Board announced that the three interview finalists would be announced at the February 20, 2007 Regular Board Meeting . Motion carried. (4 ayes, 1 absent [Medina])

MINUTES OF THE ADJOURNED MEETING OF FEBRUARY 3, 2007.

Ms. Figueroa announced that Mr. Stan Arterberry, Ms. Piedad Roberson, and Ms. Noelia Vela are the three finalists for the Chancellor position. The scheduled candidate visit dates are March 5 and 6, Dr. Robertson, March 8 and 9, Mr. Arterberry; and March 12 and 13, Dr. Vela. During their community visits the candidates will participate in forums on the Riverside City College campus and interview with the Board of Trustees; the second day will include forums at the Moreno Valley and Norco campuses.

CHANCELLOR’S REPORTS

“Update on Chancellor Search” – Ms. Mary Figueroa, President, Board of Trustees, Riverside Community College District

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

STUDENT REPORT

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees:

CONSENT ITEMS

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 48)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$15,900,163.00 and District Warrant Claims totaling \$6,929,385.00; (Appendix No. 49)

Purchase Order and Warrant Report — All District Funds

Approve amendment to employment contracts and terminations as listed; (Appendix No. 50)

Annuities

Approve the budget adjustments as presented; (Appendix No. 51)

Budget Adjustments

Approve adding the revenue and expenditures of \$118,981.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 26-06/07 2006-2007 Faculty and Staff Professional Development Program

Approve adding the revenue and expenditures of \$361,147.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 27-06/07 2006-2007 California High School Exit Exam (CAHSEE) Prep Program

Approve adding the revenue and expenditures of \$75,000.00 to the budget, contingent upon the Board of Trustees' approval of Board Report No. V-A-8-d, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 28-06/07 2006-2007 Industry Driven Regional Consortium (IDRC)/Mt. San Antonio Community College (Mt. SAC)

Accept the listed donated items; (Appendix No. 52)

Donations

Grant the out-of-state travel as listed; (Appendix No. 53)

Out-of-State Travel

Approve the agreements, for June 25, 2007 through July 30, 2007, for amounts not to exceed \$2,000.00 and \$2,500.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for the 2007 Summer Conservatory

Ratify the sublease agreement, for January 1, 2007 through December 31, 2007, at a cost of \$21,600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Sublease Agreement with Orange County Business Council

Ratify the agreement, from 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;

Agreement with County of Riverside Economic Development Agency

Ratify the agreement, for October 1, 2006 through October 31, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Mt. San Antonio College District

Ratify the agreement, from January 2, 2007 through

Agreement with Timberland

May 31, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement, from March 21, 2007 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Luxfer Gas Cylinders

Ratify the amendment to the agreements, for April 19, 2006 through March 1, 2007 and April 19, 2006 through June 27, 2007, for the additional amounts of \$5,784.25, and \$5,348.75, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Amendment to Agreements with Tams-Witmark Music Library, Inc.

Approve the agreement, for February 21, 2007 through March 30, 2007, for \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Douglas Shrope

Approve the agreement, from February 21, 2007 through May 31, 2007, for \$7,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Small Potatoes Productions, LLC

Approve the agreement, for February 21, 2007 through June 30, 2007, for an amount not to exceed \$10,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Matthew Mortimer

Approve the agreement, for April 12, 2007, for an amount not to exceed \$980.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with University of California Riverside Student Recreation Center

Approve the agreement, for April 10, 2007, for amounts not to exceed \$2,275.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Richard Santana

Approve the agreement, for February 21, 2007 through April 28, 2007, for an amount not to exceed \$5,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreement with Gilbert Marquez

Approve the agreement, for February 22, 2007 through February 23, 2007, for an amount not to

Agreement with Myron Dembo

exceed \$2,850.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Approve the agreement, from February 21, 2007 through June 30, 2007, for an amount not to exceed \$5,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Jose Marquez, La Vista Solutions, L.L.C.

Approve the agreement, from February 21, 2007 through June 8, 2007, for an amount not to exceed \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Cynthia Chavez

Ratify the agreement, from September 15, 2006 through September 15, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Foundation for Worldwide International Student Exchange

Ratify the amendment, from October 1, 2006 through September 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Amendment to Agreement with the Regents of the University of California

Approve an additional \$8,000.00 in Datatel consulting services with Rose & Tuck, LLC, per the original contract signed by the Vice Chancellor, Administration and Finance, on November 21, 2006;

Amendment to Agreement with Rose & Tuck, LLC

Declare the listed property to be surplus, find that the property does not exceed the total value of \$5,000, and authorize the property to be consigned to the Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 54)

Surplus Property

Declare the listed property to be surplus, find that the property does not exceed the total value of \$5,000, and authorize the property to be donated to the RCC Art Club by unanimous vote; (Appendix No. 54)

Surplus Property - Donation

Accept the Cosmetology Electrical Upgrade project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works); and authorize the Board President to sign the notice.

Notice of Completion –
Cosmetology Electrical Upgrade
Project

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

In accordance with Board Policy 1042, the Chancellor has accepted the resignation of Ms. Sylvia Saenz, Secretary IV, effective February 21, 2007, for career advancement.

Information

Separation

The Board received an informational summary of financial activity for the period ended January 31, 2007.

Monthly Financial Report

The Board received a copy of the CCFS-311Q – Quarterly Financial Status report for the quarter ended December 31, 2006.

CCFS-311Q – Quarterly
Financial Status Report for the
Quarter Ended December 31,
2006

BOARD COMMITTEE REPORTS

Mrs. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the agreement, from February 21, 2007 through December 30, 2007, for an amount not to exceed \$28,750.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Teaching and Learning

Agreement with Lee Wade

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the blanket work study agreement, for February 21, 2007 through June 30, 2007, and authorizes Shelagh Camak, District Dean of Workforce Development, to sign the individual work study agreements for CalWORKS eligible students. Motion carried. (4 ayes, 1 absent [Medina])

CalWORKS Work Study
Agreement with Employer

Mrs. Green, seconded by Mr. Takano, moved that the Board of Trustees approve awarding a \$300.00 scholarship, at the end of each fall and spring term, for a total amount of \$600.00, to the Student Trustee in recognition of his/her service to the Riverside Community College District, noting that the current Student Trustee will receive this scholarship retroactive. Motion carried. (4 ayes, 1 absent [Medina])

Scholarship for Student Trustee

Mrs. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the agreement, for July 24, 2007 through August 10, 2007, at no cost to the District, and authorizes the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Agreement with Adventureland Safari Travel LLC

Resources

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees approve a 6% annual fee increase for the College's three child centers to begin on July 1, 2007 and annually on July 1 through June 30, 2012. Motion carried. (4 ayes, 1 absent [Medina])

Proposed Child Center Fee Increase

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees approve a budget augmentation using Measure C funds, not to exceed \$1,019,622 for the Quadrangle Modernization Project. Motion carried. (4 ayes, 1 absent [Medina])

Riverside City College Quadrangle Modernization Project Budget – Proposed \$1,019,622 Measure C Budget Augmentation

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees 1) approve Change Order No. 3, Phase II, in the amount of \$285,203.00, 2) approve Change Order No. 1, Phase III in the amount of \$350,879, 3) approve additional funding for architectural services in the amount of \$60,000.00, 4) approve additional funding in the amount of \$15,000.00 for DSA plan check fees, 5) approve a project budget augmentation in the amount of \$711,082.00 funded by Measure C funds, and 6) authorize the Vice Chancellor, Administration and Finance to sign the Change Orders. Motion carried. (4 ayes, 1 absent [Medina])

Riverside City College Parking Structure Project Budget – Change Order No. 3 Phase II, Change Order No. 1, Phase III, and Proposed \$711,082 Measure C Budget Augmentation

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the agreement with Higginson + Cartozian Architects, Inc. for architectural design and engineering services for the distribution of fifteen modular classrooms from the Riverside City Campus, Lovekin Complex to the Moreno Valley and Norco campuses and the use of Measure C funds in an amount not to exceed \$136,000.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Lovekin Modularity
Redistribution Project

The Board received for information a report concerning the State's budget proposal for FY 2007-08.

FY 2007-08 Budget
Development

Planning

Mrs. Green, seconded by Mr. Takano, moved that the Board of Trustees approve 1) the agreement and fee of \$362,867.00 with MDA Johnson Favaro to prepare a long range educational program, growth, and capital plan for the Norco campus; 2) the agreement and fee of \$807,532.00 with Steinberg Architects to prepare a long range educational program, growth, and capital plan for the Riverside campus; 3) the agreement and fee of \$289,985.00 with Maas Companies, Inc. to prepare a long range educational program, growth, and capital plan for the Moreno Valley Campus; 4) funding of the agreements with Measure C Funds; and 5) authorize the Vice Chancellor, Administration and Finance to sign the agreements. Motion carried. (4 ayes, 1 absent [Medina])

Approval of Professional
Design Services and
Educational Planning
Consultants to Develop Long
Range Educational Program,
Growth, and Capital Plans for
Norco, Riverside, and Moreno
Valley Campuses

Mrs. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the agreement between the Riverside Community College District and Harley Ellis Devereaux to prepare plans and specifications for the Norco Student Support Center Project and authorize the Vice Chancellor, Administration and Finance to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Proposed Agreement for Harley
Ellis Devereaux to Provide
Design Services for the Norco
Student Support Center Project

The Board received for information the minutes from the January 29, 2007 Board of Trustees Resources Committee meeting.

Board of Trustees Committee
Meeting Minutes

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

ACADEMIC SENATE REPORTS

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

Mr. Beckstrom presented the report on behalf of the Moreno Valley Campus Academic Senate.

The Board adjourned the meeting at 7:40 p.m.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF MARCH 5, 2007

President Figueroa called the special meeting of the Board of Trustees to order at 7:00 a.m., at the Alumni House, 3564 Ramona Drive, Riverside, California.

CALL TO ORDER

Trustees Present:

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. Jose Medina
Mr. Mark Takano

Trustees Absent

Ms. Yajaira Tiscareño, Student Trustee

The Board adjourned to closed session at 7:00 a.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Piedad Robertson, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 8:00 a.m., announcing no action was taken, and adjourned the meeting to Tuesday, March 6, 2007 at 7:00 p.m. at the Administrative Conference Room, AD109, O.W. Noble Administration Building, Riverside City College.

RECONVENED/ADJOURNED
TO MARCH 6, 2007

The Board adjourned to closed session on Tuesday, March 6, 2007, at 7:00 p.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Piedad Robertson, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 9:00 p.m., announcing no action was taken, and adjourned the meeting to Thursday, March 8, 2007, at 7:00 a.m. at the Alumni House.

RECONVENED/ADJOURNED
TO MARCH 8, 2007

The Board adjourned to closed session on Thursday, March 8, 2007, at 7:00 a.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Mr. Stan Arterberry, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 8:00 a.m., announcing no action was taken, and adjourned the meeting to Friday, March 9, 2007, at 7:00 p.m. at the Alumni House.

RECONVENED/ADJOURNED
TO MARCH 9, 2007

The Board adjourned to closed session on Friday, March 9, 2007, at 7:00 p.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Mr. Stan Arterberry, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 9:00 p.m., announcing no action was taken, and adjourned the meeting to Monday, March 12, 2007, at 7:00 a.m. at the Alumni House.

RECONVENED/ADJOURNED
TO MARCH 12, 2007

The Board adjourned to closed session on Monday, March 12, 2007, at 7:00 a.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Noelia Vela, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 8:00 a.m., announcing no action was taken, and adjourned the meeting to Monday, March 12, 2007, at 7:00 p.m. at the Alumni House.

RECONVENED/ADJOURNED
TO 7:00 p.m.

The Board adjourned to closed session on Monday, March 12, 2007 at 7:00 p.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Noelia Vela, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session announcing no action was taken, and adjourned the meeting at 9:00 p.m.

RECONVENED/ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-B

Date: March 20, 2007

Subject: Resolution No. 29-06/07 – Resolution to Recognize Classified School Employee Week

Background: The third full week in May, May 21-25, 2007, is designated as School Employee Week, pursuant to Article 10, Section 88270 of the California Education Code. The annual Classified School Employee Week has been supported by the Board of Trustees for several years to honor and recognize the contributions the classified school employees make to the educational community.

Recommended Action: It is recommended the Board of Trustees adopt Resolution No. 29-06/07, and designate the week of May 21 through May 25, 2007 as Classified School Employee Week.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MORENO VALLEY • NORCO • RIVERSIDE

Resolution No. 29-06/07

Resolution to Recognize Riverside Community College Classified Employees During Classified Employee Week.

WHEREAS, May 21-25, 2007 has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature.

WHEREAS, Riverside Community College District's classified professionals are the "backbone" of the College, serving students in a helpful, friendly and welcoming manner, and conducting District business in an exemplary way; and,

WHEREAS, these same employees also provide invaluable support to the faculty and administrators and in so doing contribute to a positive learning environment; and,

WHEREAS, Riverside Community College District's classified staff are the District's true ambassadors to the community, involved in every facet of community life through non-profit organizations, youth sports, philanthropic efforts, and other endeavors; and,

WHEREAS, without their dedication and caring, our communities and our College would be poorer in spirit and unable to continue to offer a quality education to students, young and old; and,

WHEREAS, Riverside Community College District's classified staff deserve our respect, commendation, and recognition;

THEREFORE, BE IT RESOLVED that the Board of Trustees officially recognizes the contributions of our classified professionals, proclaims that they enhance the excellence of education in the state of California and in this District, and declares the week of May 21-25, 2007, as Classified School Employee Week in the Riverside Community College District.

Passed and adopted this 20th day of March 2007.

BOARD OF TRUSTEES OF THE RIVERSIDE
COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-C

Date: March 20, 2007

Subject: Summer Workweek

Background: The District has observed Summer Workweek (four, ten-hour days) in the past several years. Consistent with this practice, the District offices, with the exception of the Administration and Finance unit, Admissions and Records departments, Cosmetology department, Facilities departments, and the Ben Clark Training Center, plan to be closed on Fridays effective June 11, 2007 and ending Friday, August 17, 2007. All other District offices will allow their classified and confidential support employees to work four-ten hour days, (Mondays through Thursdays with Fridays off) in order to accommodate the 40-hour work week.

Recommended Action: It is recommended the Board of Trustees approve the closure on Fridays, with the exception of the Administration and Finance unit, Admissions and Records department, Cosmetology department, Facilities department and Ben Clark Training Center, and the four, ten-hour day workweek from June 11 through August 17, 2007.

Salvatore G. Rotella
Chancellor

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

AMENDED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: March 20, 2007

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>Term of Appointment</u>	<u>Salary Placement</u>
	NORCO			
*	Diane Dieckmeyer	Dean of Instruction	03/21/07–06/30/07	19.0
	Damon Nance	Assistant Dean, Library/Learning Resources	01/22/07–06/30/07 ⁺	14.5
		⁺ (correction to previously approved appointment)		
	RIVERSIDE CITY COLLEGE			
	Virginia Hanson	Dean of Instruction	05/01/07–06/30/07	19.1
*	Patrick Schwerdtfeger	Vice President, Academic Affairs	05/01/07–06/30/07	19.9

b. Contract Faculty
(none)

c. Long-Term, Temporary Faculty
(none)

d. Special Assignments
Payment as indicated to the individuals specified on the attached list.

e. Overload Assignments

Spring Semester 2007

<u>Name</u>	<u>Subject</u>
John Byun	Music
I-Ching Tsai	Music

f. Part-Time Faculty, Hourly Assignments

Spring Semester 2007

The individuals specified on the attached list.

Report No.: V-A-1-a

Date: March 20, 2007

Subject: Academic Personnel

1. Appointments – cont.

g. Child Development Center Hourly Employees

Spring Semester 2007

Name

Position

Yung Ku

Associate Preschool Teacher, Hourly

2. Program Director Stipend

The Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA agree that the compensation to the district-wide Puente Program Director should be adjusted for the spring semester 2007.

It is recommended the Board of Trustees approve payment of a \$4,065 per-year stipend to the Puente Program Director and a reassigned time of .20 instead of .50 reassigned time as per the agreement between the District and the Association. This request is to be effective during the spring semester 2007 and compensation reverts back to the negotiated amount after this time.

3. Salary Placement Adjustment

At their meeting of January 20, 2007, 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 his salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty member listed below, effective spring semester 2007.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Ernesto Reyes	C-4	C-5

4. Request for Participation in Reduced Employment Program

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

It is recommended the Board of Trustees approve the request of David Moody, Associate Professor of Mathematics, and allow him to participate in the Reduced Employment Program with a teaching load of 53.3% for the 2007-08 academic year.

Subject: Academic Personnel

5. Reorganization

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

It is recommended the Board of Trustees approve the change in title and salary placement for the following academic management position, effective March 21, 2007:

<u>Incumbent</u>	<u>From</u>	<u>To</u>
Shelagh Camak	District Dean, Workforce Development Salary Range: 19.1	Associate Vice Chancellor, Workforce Development Salary Range: 19.6
Marilyn Martinez-Flores	Associate Dean, College Program Support Salary Range: 18.2	Dean of Academic Support (Riverside City College) Salary Range: 19.0

6. Request for Federal Family and Medical Leave

It is recommended the Board of Trustees grant Monica Gutierrez, Biology Instructor, a leave under the Federal Family and Medical Leave Act of 1993, effective March 6, 2007, not to exceed the maximum allotment of 12 weeks.

7. Request for Unpaid Leave of Absence

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for unpaid leaves of absence; and the Department Chair and the Vice President have reviewed and support the following request.

It is recommended the Board of Trustees approve the request of Monica Gutierrez, Biology Instructor, for an unpaid leave of absence from May 30th through June 7th, 2007.

8. Separation

The Chancellor has accepted the following separation. It is recommended the Board of Trustees receive the following separation of employment for information purposes only:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>
Mark Saavedra	Adjunct Faculty	03/12/07

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: March 20, 2007

Subject: Classified Personnel

1. Appointments

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
a. Management/Supervisory				
DISTRICT				
Elizabeth Gomez	District Budget Manager	03/21/07	15.5	Appointment
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				
b. Management/Supervisory – Categorically Funded (None)				
c. Classified/Confidential				
DISTRICT				
Patricia Martinez	Secretary IV (School of Education)	03/21/07	17-1	Appointment
Eric Muehlebach	User Support Coordinator	03/26/07	28-1	Appointment
Steven Orona	Project Manager (Facilities, Planning, Design & Construction)	03/21/07	20-1	Appointment
James Thomas	Student Financial Services Support Specialist	03/21/07	16-1	Appointment
MORENO VALLEY CAMPUS				
Stefini Brooks	Secretary IV (PA Program – Health/Human/Public Services)	04/02/07	17-1	Appointment
NORCO CAMPUS (None)				

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: March 20, 2007

Subject: Classified Personnel

AMENDED

1. Appointments – Continued

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
c. Classified/Confidential (Cont'd)				
RIVERSIDE CITY COLLEGE				
*Roy Bailey	Custodian	03/12/07	13-6	Transfer
Hanalei Hanohano	Senior Groundsperson	03/21/07	17-5	Appointment
*Johanna Vasquez	Secretary IV (Admissions and Records)	03/21/07	17-2	Promotion
d. Classified/Confidential – Categorically Funded				
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS				
Lauren Clark	Secretary III (Center for Applied Competitive Technologies – CACT)	03/21/07	16-1	Appointment
RIVERSIDE CITY COLLEGE (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 on the attached list.				

Subject: Classified Personnel

1. Appointments – Continued

h. Community Education Program – 2007 Spring Semester

The following Professional Expert Presenters, indicated below, will present a Community Education Program(s) January 1, 2007 through June 30, 2007:

<u>Expert/Presenter</u>	<u>Program (Class)</u>
Janet Evans	Baby Sign
James Gilbert	Cartoon Factory; Art, Writing; Book Illustration
Eugene Konstant	Salesmanship and Business Series; Bootstrap Business; Produce Your Own Catalog; Home Based Business; Mobile Cart Vending; Personal Credit and Financing
Robert Leibel	Stock Options
Mildred Lewis	Crochet Classes

i. Special Assignment

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

Video Editor, Production Technician/Assistant for Campaign RCC (01/04/07 – 02/09/07)
Nino Giornalista – Total amount not to exceed \$1,000

2. Professional Growth Achievement Step

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

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

It is recommended the Board of Trustees approve the following professional growth achievement step, effective April 1, 2007:

<u>Name</u>	<u>Title</u>	<u>Achievement Step(s) Earned</u>
Bernadette Blutworth	Student Services Technician	Step 4 @ \$35

Subject: Classified Personnel

AMENDED

3. Request to Adjust Effective Date

At its meeting of February 20, 2007, the Board of Trustees approved the appointment of Mr. Christopher Brown (Vice President, Business Services – Riverside City College), effective March 12, 2007. It is recommended the Board of Trustees adjust the appointment of Mr. Brown to March 19, 2007.

4. Request to Rescind Leave Without Pay

At its meeting of February 20, 2007, the Board of Trustees approved a request for leave without pay for Mr. Richard Laponuke, Maintenance Mechanic (Facilities), effective January 25, 2007;

It is recommended that the Board of Trustees rescind the request for leave without pay for Mr. Laponuke, retroactive to January 25, 2007.

5. Request for Reduced Workload for Categorically-Funded Employee

It is recommended that the Board of Trustees approve a reduced workload from 100% to 60% for Jevon Hatcher, Educational Advisor, effective April 2, 2007 through August 30, 2007. The request for reduced workload is due to relocation and educational purposes. Mr. Hatcher's request has the approval of the TRIO Director and the President of Norco Campus.

6. Non-Continuance of Probationary Employee

It is recommended the Board of Trustees ratify the non-continuance of the probationary period and employment of classified employee, Datatel#:1802079, retroactive to February 26, 2007.

7. Separations

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

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>
Sara Ayala	Student Financial Services Support Specialist (Part-time, 95%)	03/13/07	Personal
*Patricia Clothier	Director, Law Enforcement Training Programs	03/30/07	Career Opportunity
Danielle Short	Student Services Specialist	03/13/07	Academic Advancement

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

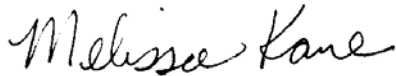
Report No.: V-A-1-b

Date: March 20, 2007

Subject: Classified Personnel

Submitted by:

Transmitted to the Board by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Salvatore G. Rotella
Chancellor

Concurred by:

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor


Linda Lacy
Interim President, Riverside City College



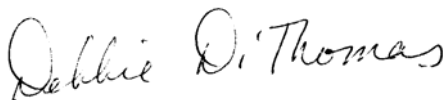
Ray Maghroori
Vice Chancellor, Academic Affairs

Brenda Davis
President, Norco Campus

James L. Buysse
Vice Chancellor, Administration and Finance



Irv Hendrick
Interim President, Moreno Valley Campus



Debbie DiThomas
Interim Vice Chancellor, Student Services/Operations

English and Reading Curriculum (Spring 2007)

Provide English and reading curriculum development and alignment for non-credit classes for the California State High School Exit Exam Preparation Program at Riverside City College.

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

James Dail – Total amount to be paid not to exceed \$6,422.43

Curriculum Development – NuView Bridge Early College High School (Spring 2007)

Review & Develop curriculum with NuView Bridge Early College High School

Carlos Tovares – Paid as lump sum upon completion in the amount of \$600.00

Stipend for use of online materials (HUM 10) (Spring 2007)

C. Rocco teaching sections nos. 47251, 47254

Richard Mahon – Paid as lump sum upon completion in the amount of \$200.00

Stipend for use of online materials (POL 1) (Spring 2007)

D. Haghghat teaching section nos. 46268, 46269, 46273

Kristina Kauffman – Paid as lump sum upon completion in the amount of \$400.00

Screening/Interviewing Search Committee (Winter Intersession 2007)

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

Richard Finner – Total amount to be paid not to exceed 3 hours

Dwight Lomayesva – Total amount to be paid not to exceed 3.5 hours

Joe Eckstein – Total amount to be paid not to exceed 10 hours

Rosario Mercado – Total amount to be paid not to exceed 9 hours

Richard Mahon – Total amount to be paid not to exceed 5 hours

Fernando Salcedo – Total amount to be paid not to exceed 6 hours

Karin Skiba – Total amount to be paid not to exceed 3 hours

Mark Lehr – Total amount to be paid not to exceed 6 hours

Kristi Woods – Total amount to be paid not to exceed 6.5 hours

Diane Solorzano – Total amount to be paid not to exceed 6 hours

Adjunct Training on Accreditation Standards and SLO's (Winter 2007)

Facilitator in Workshop.

Carla Stoabs – Paid as lump sum upon completion in the amount of \$250.00

Tim Brown – Paid as lump sum upon completion in the amount of \$250.00

Diane Solorzano – Paid as lump sum upon completion in the amount of \$250.00

Joanie Gibbons-Anderson – Paid as lump sum upon completion in the amount of \$250.00

Enrollment Management (Summer 2007)

To assist in enrollment management at Riverside City College and also to assist in the planning of offices and classrooms in the renovated Quad. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Glenn Hunt – Total amount to be paid not to exceed \$4,317.60

CCAPIS / SHINE Parent Workshops (Spring 2007)

Five 90 minute parenting workshops during 2007 Spring term in the Early Childhood Education Children's Center, on the Riverside City College Campus for student parents as part of the CCAMPIS (Child Care Access Means Parents in School) and SHINE (Self-Help Initiates Necessary Education) grant. March 21- How to talk to your kids will listen...How to listen so your kids will talk; March 23 – Children's Literacy; April 20 – Math with junk around our house; May 18 – Helping Preschoolers learn self-control; June 8 – Parenting for the Heart. All workshops will be 6:00 – 7:30p.m.

Cynthia Chavez – Paid as lump sum upon completion in the amount of \$500.00

Program Review – (Spring 2007)

Kathryn Kelly – Paid as lump sum upon completion in the amount of \$1500.00

Diana MacDougall – Paid as lump sum upon completion in the amount of \$750.00

Faculty Recruitment and Retention proposal development services (Spring 2007)

Develop program content and prepare grant narrative and all other required items for the Faculty Recruitment and Retention submission.

Patricia Tutor – Paid as lump sum upon completion in the amount of \$1,500.00

Stipend for use of online materials (MAT 52, 63, 64) (Spring 2007)

E. Chung teaching section nos. 44464, 44465, 44477. J. Frewing teaching section nos. 47861. J. Driver teaching sections nos. 44455. K. Saxon teaching section nos. 47861. J. Parks teaching sections nos. 44470. D. Smith teaching section nos. 44472.

Robert Prior – Paid as lump sum upon completion in the amount of \$900.00

Reading Workshops in NVN-50 classes (Spring 2007)

Reading workshops covering reading skills (i.e. surveying, how to read a chapter) to students in NVN-50. Aligning and utilizing NVN-50 textbook and course syllabi. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Linda Stonebreaker – Total amount to be paid not to exceed \$269.85

Title VIB – Global Logistics (Spring 2007)

Develop curriculum modules focusing on the international aspects of Global Logistics, and supervise website development. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Rex Beck – Total amount to be paid not to exceed \$3,669.96

NAME	SUBJECT
Allen, Mary	Nursing
Alinsug, Janette	Nursing
Andary, Gary	Early Childhood Studies
Anderson-Culton, Rhonda	Early Childhood Studies
Booker, Steven	Fire Technology
Boos, Beth	Early Childhood Studies
Bost Judon, Deloris	Management
Bowie, Lynda	Guidance
Burnett, Sarah	Early Childhood Studies
Calloway, Angela	Early Childhood Studies
Carter, Keshia	Cosmetology
Caviness, Ebony	Administration of Justice
Chambers, Dean	Accounting
Cole, Dee Dee	Early Childhood Studies
Dobson, Jacquie	Early Childhood Studies
Domingues, Cameron	Music
Duchene, Christine	Senior Citizen Education
Engles, Rakel	English As A Second Language
Farrington, Susan	Nursing
Gabriel Rosario, Pamela	Nursing
Gonzales, Daniel	Fire Technology
Gray, Darin	Administration of Justice
Harper, Michelle	Early Childhood Studies
Hernandez, Samuel	Guidance
Holts, Betty	Early Childhood Studies
Houseman, Steve	Mathematics
Huerta, Gloria	Nursing
Hurt, Gloria	Nursing
Jerke Chevalier, Angelis	Music
Johnston, JJ	Early Childhood Studies
Jones, Jason	Guidance
Kime, Justin	Fire Technology
Myers Hyatt, Diana	Library
Nichols, Robert	Humanities
Nystrom, Genevieve	Early Childhood Studies
Oliver, Rhonda	Administration of Justice
Ontiveros, Crystal	Guidance
Peterson, Jan	Early Childhood Studies
Roman, Santos	Humanities
Sosa, Lisa	Nursing
Thayer, Patrechi	Nursing
Wellner, Laurie	Early Childhood Studies

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Lily Golondzinier	Clerical, Hourly	01/15/07-06/20/07	21-6
Branden Hansen	Clerical, Substitute	02/19/07-06/30/07	14-1
Dana Tate	Clerical, Substitute	01/15/07-04/15/07	16-1
Rafael Alvarez	Senior Toolroom Attd., Sub.	02/12/07-06/30/07	16-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Constantino Gonzalez, Jr.	Communication Assistant	03/01/07-06/30/07	\$7.75/hour
William Kalson, III	Communication Assistant	03/01/07-06/30/07	\$7.75/hour
George Sadakane, II	Communication Assistant	03/05/07-06/30/07	\$7.75/hour
Erin Cook	Community Service Officer	02/10/07-06/30/07	\$14.00/hour
Jaclyn Dierking	Gallery Assistant	02/01/07-06/30/07	\$10.00/hour
Sonja Lopez	Grant Facilitator	02/01/07-06/30/07	\$40.00/hour
Cynthia Chavez	Grant Project Ed. Trainer I	02/01/07-06/30/07	\$25.00/hour
Ian Smith	Grant Project Technician	03/01/07-06/30/07	\$20.00/hour
Robert Benton	Matriculation Specialist III	02/01/07-06/30/07	\$10.00/hour
Kimonique Hancock	Instructional Aide I	01/02/07-06/30/07	\$7.50/hour
David Martinez	Instructional Aide I	02/01/07-06/30/07	\$7.50/hour
Andy Au	Instructional Aide II	02/01/07-06/30/07	\$8.05/hour
Serah Duffy	Interpreter I	02/21/07-06/30/07	\$18.00/hour
Austin Frankel	Interpreter I	02/26/07-06/30/07	\$18.00/hour
James Hassan	Interpreter I	02/25/07-06/30/07	\$18.00/hour
Joseph Lopez	Interpreter I	03/01/07-06/30/07	\$18.00/hour
Joshua Miller	Interpreter II	02/25/07-06/30/07	\$23.00/hour
Natalie Washabaugh	Interpreter III	02/12/07-06/30/07	\$27.00/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>
Alexander Gomez	Office Assistant I	02/12/07-06/30/07	\$9.00/hour
Brittney Hoover	Office Assistant I	02/05/07-06/30/07	\$9.00/hour
Jamie Konye	Office Assistant I	02/20/07-06/30/07	\$9.00/hour
Natee Link	Office Assistant I	02/12/07-06/30/07	\$9.00/hour
Liem Nguyen	Office Assistant I	01/01/07-06/30/07	\$9.00/hour
Haylee Qualls	Office Assistant I	02/15/07-06/30/07	\$9.00/hour
Brittany Rogers	Office Assistant I	11/27/06-06/30/07	\$9.00/hour
Christopher Thompson	Office Assistant I	02/01/07-06/30/07	\$9.00/hour
Rakeisha Thornton	Office Assistant I	01/01/07-06/30/07	\$9.00/hour
Terri Bunch	Office Assistant II	10/01/06-06/30/07	\$10.50/hour
Francisca Guzman	Office Assistant III	02/15/07-06/30/07	\$12.50/hour
Mayeen Quader	Office Assistant III	02/15/07-06/30/07	\$12.50/hour
Mary Smith	Office Assistant III	03/19/07-06/30/07	\$12.50/hour
Avani Bhatia	Office Assistant IV	02/12/07-06/30/07	\$14.00/hour
Ruth Vaughn	Office Assistant IV	02/12/07-06/30/07	\$14.00/hour
Lisa Horn	Office Clerk	02/01/07-06/30/07	\$7.50/hour
*Yxstian Gutierrez	Research Intern	02/10/07-06/30/07	\$14.22/hour
Maha Ibrahim	Research Intern	03/06/07-06/30/07	\$14.22/hour
*Laura Estrada	Registered Nurse I	02/21/07-06/30/07	\$30.00/hour
Charlotte Dominguez	SI Leader	02/012/07-06/07/07	\$12.00/hour
Rakel Engels	SI Leader	02/12/07-06/07/07	\$12.00/hour
Sue Hendrickson	SI Leader	02/01/07-06/07/07	\$12.00/hour
Constance McLaughlin	Student Activities Advisor	02/02/07-06/30/07	\$13.45/hour
Mayeen Quader	Student Activities Assistant	02/12/07-06/30/07	\$10.50/hour
Steven Mednick	Technology Business Advisor	02/06/07-06/30/07	\$55.00/hour
Daniel Segraves	Training Technician I	02/01/07-06/30/07	\$15.00/hour
Christopher Kokosenski	Tutor I	02/12/07-06/30/07	\$7.50/hour
Lisa Pfadt	Tutor I	02/12/07-06/30/07	\$7.50/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Gabriel Chagolla	Tutor III	09/06/06-06/30/07	\$9.00/hour
Christopher Robles	Tutor III	03/01/07-06/30/07	\$9.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Jaime Barker	Assistant Coach, Baseball	01/15/07-06/30/07	\$3,655.00
Whitney Wilczynski	Assistant Coach, Softball	01/15/07-06/30/07	\$1,827.50

VOLUNTEERS
BOARD RESOLUTION 10-96/97

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
John Bravo	Applied Technology	02/01/07-06/01/07
Daniel Bush	Applied Technology	02/01/07-06/01/07
Daniel Byers	Applied Technology	02/01/07-06/01/07
Joseph Cordoba	Applied Technology	02/12/07-06/12/07
Jonathan Fink	Applied Technology	02/12/07-06/07/07
Joseph Higelin	Applied Technology	02/14/07-06/06/07
Christopher Jackson	Applied Technology	02/24/07-06/12/07
Howard Jones	Applied Technology	02/12/07-06/01/07
Jose Mendoza	Applied Technology	02/12/07-06/06/07
Richard Peterson	Applied Technology	02/24/07-06/12/07
John Show	Applied Technology	02/01/07-06/01/07
Dennis Turnbull	Applied Technology	02/01/07-06/01/07
Todd Vandenberg	Applied Technology	02/01/07-06/01/07
Oscar Verduco	Applied Technology	02/01/07-06/01/07
Eduardo Cornejo	English & Speech Communication	03/08/07-06/30/07
April Ahmed	Health, Human and Public Services	02/12/07-08/12/07
Luisa Aldapa	Health, Human and Public Services	02/12/07-08/12/07
Greg Alessandri	Health, Human and Public Services	02/12/07-08/12/07
Enshrah Ali	Health, Human and Public Services	02/12/07-08/12/07
Dnaiel Alverarez	Health, Human and Public Services	02/12/07-08/12/07
Nancy Ames	Health, Human and Public Services	02/12/07-08/12/07
Erik Andrews	Health, Human and Public Services	02/12/07-08/12/07
James Antes	Health, Human and Public Services	02/12/07-08/12/07
Victor Arellano	Health, Human and Public Services	02/12/07-08/12/07
Marybel Arroyo	Health, Human and Public Services	02/12/07-08/12/07
Judd Ayers	Health, Human and Public Services	02/12/07-08/12/07
Christian Babb	Health, Human and Public Services	02/12/07-08/12/07
Shanta Baker	Health, Human and Public Services	02/12/07-08/12/07
Mark Barbee	Health, Human and Public Services	02/12/07-08/12/07
Raelynn Bautista	Health, Human and Public Services	02/12/07-08/12/07
Jesse Beem	Health, Human and Public Services	02/12/07-08/12/07
Mark Beltran	Health, Human and Public Services	02/12/07-06/06/07
Robert Berry	Health, Human and Public Services	02/12/07-08/12/07
Sam Bettencourt	Health, Human and Public Services	02/12/07-08/12/07
Toni Boothe	Health, Human and Public Services	02/12/07-08/12/07
Paul Boctor	Health, Human and Public Services	02/12/07-08/12/07
Noemi Briseno	Health, Human and Public Services	02/12/07-08/12/07
Brandon Byrd	Health, Human and Public Services	02/12/07-08/12/07
Anita Calime	Health, Human and Public Services	02/12/07-08/12/07
Jesus Campos	Health, Human and Public Services	02/12/07-08/12/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Alberto Carrillo	Health, Human and Public Services	02/12/07-08/12/07
Lyle Castillo	Health, Human and Public Services	02/12/07-08/12/07
Darrel Castle	Health, Human and Public Services	02/12/07-08/12/07
Emil Castro	Health, Human and Public Services	02/12/07-08/12/07
Ramon Chavez	Health, Human and Public Services	02/12/07-08/12/07
Shawn Chavez	Health, Human and Public Services	02/12/07-08/12/07
Chris Chamberlain	Health, Human and Public Services	02/12/07-08/12/07
Brian Cho	Health, Human and Public Services	02/12/07-08/12/07
Joshua Clemons	Health, Human and Public Services	02/12/07-08/12/07
Melva Cooksey	Health, Human and Public Services	02/12/07-08/12/07
Travis Cospers	Health, Human and Public Services	02/12/07-08/12/07
Travis Cruz	Health, Human and Public Services	02/12/07-08/12/07
Adam Currie	Health, Human and Public Services	02/12/07-08/12/07
Ahmed Dakhil	Health, Human and Public Services	02/12/07-08/12/07
Byan Dean	Health, Human and Public Services	02/12/07-08/12/07
Rosa De La Paz	Health, Human and Public Services	02/12/07-08/12/07
Benjamin Diaz	Health, Human and Public Services	02/12/07-08/12/07
Raelina Diaz	Health, Human and Public Services	02/12/07-08/12/07
Chris Dietrich	Health, Human and Public Services	02/12/07-08/12/07
Brian Draper	Health, Human and Public Services	02/12/07-08/12/07
Shanae Drapiza	Health, Human and Public Services	02/12/07-06/06/07
Jeffrey Dunn	Health, Human and Public Services	02/12/07-08/12/07
Justin Duran	Health, Human and Public Services	02/12/07-08/12/07
Autumn Fornasero	Health, Human and Public Services	02/12/07-08/12/07
Eddy Fuentes	Health, Human and Public Services	02/12/07-08/12/07
Margarita Fuentes	Health, Human and Public Services	02/12/07-06/06/07
Nathaniel Garcia	Health, Human and Public Services	02/12/07-08/12/07
Matthew Garvey	Health, Human and Public Services	02/12/07-08/12/07
Derek Gonzales	Health, Human and Public Services	02/12/07-08/12/07
Edgar Gonzalez	Health, Human and Public Services	02/12/07-08/12/07
Korrina Gonzalez	Health, Human and Public Services	02/12/07-06/06/07
Lisa Guerra	Health, Human and Public Services	02/12/07-08/12/07
Ulysses Guerrero	Health, Human and Public Services	02/12/07-08/12/07
Aaron Gutierrez	Health, Human and Public Services	02/12/07-08/12/07
Adam Gutierrez	Health, Human and Public Services	02/12/07-08/12/07
Manuel Guzman	Health, Human and Public Services	02/12/07-08/12/07
DeJon Harris	Health, Human and Public Services	02/12/07-08/12/07
Amanda Hartel-Lewis	Health, Human and Public Services	02/12/07-08/12/07
Kyle Helms	Health, Human and Public Services	02/12/07-08/12/07
Greg Horta	Health, Human and Public Services	02/12/07-08/12/07
Saeed Hosseinzadeh	Health, Human and Public Services	02/12/07-08/12/07
Cathy Hudson	Health, Human and Public Services	02/12/07-08/12/07
Justin Hudson	Health, Human and Public Services	02/12/07-08/12/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Eden Isaac	Health, Human and Public Services	02/12/07-06/06/07
Walter Jackson	Health, Human and Public Services	02/12/07-08/12/07
Jobani Joaquin	Health, Human and Public Services	02/12/07-08/12/07
Jerald Johnson	Health, Human and Public Services	02/12/07-08/12/07
Mark Johnson	Health, Human and Public Services	02/12/07-08/12/07
Ranjit Kaur	Health, Human and Public Services	02/12/07-08/12/07
Neil King	Health, Human and Public Services	02/12/07-08/12/07
Daniel Knecht	Health, Human and Public Services	02/12/07-08/12/07
Sean Lacey	Health, Human and Public Services	02/12/07-08/12/07
Gina Larson	Health, Human and Public Services	02/12/07-08/12/07
Steven Lee	Health, Human and Public Services	02/12/07-08/12/07
Aaron Levitsky	Health, Human and Public Services	02/12/07-08/12/07
Brandy Lewis	Health, Human and Public Services	02/12/07-08/12/07
Chuan Liang	Health, Human and Public Services	02/12/07-08/12/07
Samuel Lim	Health, Human and Public Services	02/12/07-08/12/07
Jalissa Lipscomb	Health, Human and Public Services	02/12/07-08/12/07
Jonathan Lozano	Health, Human and Public Services	02/12/07-08/12/07
Jason Machael	Health, Human and Public Services	02/12/07-08/12/07
Jennifer Martinez	Health, Human and Public Services	02/12/07-08/12/07
Bryce Marquis	Health, Human and Public Services	02/12/07-08/12/07
Robert Mason	Health, Human and Public Services	02/12/07-08/12/07
Kayla Maule	Health, Human and Public Services	02/12/07-08/12/07
Christine Maxwell	Health, Human and Public Services	02/12/07-08/12/07
Dawnisha McDonald	Health, Human and Public Services	02/12/07-08/12/07
Kyle McMahan	Health, Human and Public Services	02/12/07-08/12/07
Monica Medice	Health, Human and Public Services	02/12/07-08/12/07
Anthony Medina	Health, Human and Public Services	02/12/07-08/12/07
Bertha Medina	Health, Human and Public Services	02/12/07-08/12/07
Steven Mena	Health, Human and Public Services	02/12/07-08/12/07
Crystal Millard	Health, Human and Public Services	02/12/07-08/12/07
Rudy Morales	Health, Human and Public Services	02/12/07-08/12/07
Luke Morris	Health, Human and Public Services	02/12/07-08/12/07
Janet Morrison	Health, Human and Public Services	02/12/07-08/12/07
Lyse Mugema	Health, Human and Public Services	02/12/07-08/12/07
Angella Nanyonyi	Health, Human and Public Services	02/12/07-08/12/07
Daniel Navarro	Health, Human and Public Services	02/12/07-08/12/07
Kathleen Nieto	Health, Human and Public Services	02/12/07-08/12/07
Lillian Nunez	Health, Human and Public Services	02/12/07-08/12/07
Anthony Ortega	Health, Human and Public Services	02/12/07-08/12/07
Alex Ortiz	Health, Human and Public Services	02/12/07-08/12/07
Jennifer Ozols	Health, Human and Public Services	02/12/07-08/12/07
Michael Penn	Health, Human and Public Services	02/12/07-08/12/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Frederick Perez	Health, Human and Public Services	02/12/07-08/12/07
Christopher Perry	Health, Human and Public Services	02/12/07-08/12/07
Rudy Pinedo	Health, Human and Public Services	02/12/07-08/12/07
John Pitts	Health, Human and Public Services	02/12/07-08/12/07
Kendra Polucha	Health, Human and Public Services	02/12/07-08/12/07
Michael Poppe	Health, Human and Public Services	02/12/07-08/12/07
Chris Porras	Health, Human and Public Services	02/12/07-08/12/07
Alejandra Ramirez	Health, Human and Public Services	02/12/07-08/12/07
Joseph Ramos	Health, Human and Public Services	02/12/07-08/12/07
Brittany Randall	Health, Human and Public Services	02/12/07-08/12/07
Gino Reginato	Health, Human and Public Services	02/12/07-08/12/07
Bruce Ricasa	Health, Human and Public Services	02/12/07-08/12/07
Edgar Rivera	Health, Human and Public Services	02/12/07-08/12/07
Ariana Robles	Health, Human and Public Services	02/12/07-08/12/07
Raul Rodriguez	Health, Human and Public Services	02/12/07-08/12/07
Richard Rodriguez	Health, Human and Public Services	02/12/07-08/12/07
Mario Ruelas	Health, Human and Public Services	02/12/07-08/12/07
Leticia Ruiz	Health, Human and Public Services	02/12/07-08/12/07
Preston Rushing	Health, Human and Public Services	02/12/07-08/12/07
Michelle Sadis	Health, Human and Public Services	02/12/07-08/12/07
Donald Sadlar	Health, Human and Public Services	02/12/07-08/12/07
Monterrey Salazar	Health, Human and Public Services	02/12/07-08/12/07
Jeff Sambrano	Health, Human and Public Services	02/12/07-08/12/07
Phanthakorn Sanaxay	Health, Human and Public Services	02/12/07-08/12/07
Ernesto Sanchez	Health, Human and Public Services	02/12/07-08/12/07
Kristina Sanchez	Health, Human and Public Services	02/12/07-08/12/07
Kuldeep Sandhu	Health, Human and Public Services	02/12/07-08/12/07
Kendell Scott	Health, Human and Public Services	02/12/07-08/12/07
Frances Siegel	Health, Human and Public Services	02/12/07-08/12/07
Sarita Smith	Health, Human and Public Services	02/12/07-08/12/07
Matt Smyth	Health, Human and Public Services	02/12/07-08/12/07
Princess Smyth	Health, Human and Public Services	02/12/07-08/12/07
Oliver Soufi	Health, Human and Public Services	02/12/07-08/12/07
Kristen Stacey	Health, Human and Public Services	02/12/07-08/12/07
Peter Stamatelos	Health, Human and Public Services	02/12/07-08/12/07
Jared Standiford	Health, Human and Public Services	02/12/07-08/12/07
Michael Stewart	Health, Human and Public Services	02/12/07-08/12/07
Jennifer Taylor	Health, Human and Public Services	02/12/07-08/12/07
Allison Teagarden	Health, Human and Public Services	02/12/07-08/12/07
Jose Torres	Health, Human and Public Services	02/12/07-08/12/07
Shaun Uhls	Health, Human and Public Services	02/12/07-08/12/07
Maelesa Valdez	Health, Human and Public Services	02/12/07-08/12/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Allan Varona	Health, Human and Public Services	02/12/07-08/12/07
Lorraine Varela	Health, Human and Public Services	02/12/07-08/12/07
Joel Vasquez	Health, Human and Public Services	02/12/07-08/12/07
Thomas Villalta	Health, Human and Public Services	02/12/07-08/12/07
Steven Vu	Health, Human and Public Services	02/12/07-08/12/07
Anthona Wade	Health, Human and Public Services	02/12/07-08/12/07
Amy Wareham	Health, Human and Public Services	02/12/07-08/12/07
Paul Watson	Health, Human and Public Services	02/12/07-08/12/07
Suzanna Watson	Health, Human and Public Services	02/12/07-08/12/07
Aaron White	Health, Human and Public Services	02/12/07-08/12/07
Diepreye Yagba	Health, Human and Public Services	02/12/07-08/12/07
Joshua Ybarra	Health, Human and Public Services	02/12/07-08/12/07
Bridey Abad	Nursing	01/02/07-06/07/07
James Achiu	Nursing	02/12/07-06/07/07
Delon Acosta	Nursing	02/12/07-06/07/07
Griseld Acosta	Nursing	02/12/07-06/07/07
Jean Adair	Nursing	02/12/07-06/07/07
Olu Adewumi	Nursing	02/12/07-06/07/07
Jenifer Afalla	Nursing	02/12/07-06/07/07
George Agatep	Nursing	02/12/07-06/07/07
Elizabeth Agustiadi	Nursing	02/12/07-06/07/07
Darlene Agustin	Nursing	02/12/07-06/07/07
Harry Agustin	Nursing	02/12/07-06/07/07
Lynda Akoto	Nursing	02/12/07-06/07/07
Hayley Albertazzie	Nursing	02/12/07-06/07/07
Monica Alfano	Nursing	02/12/07-06/07/07
Philip Alian	Nursing	02/12/07-06/07/07
Daisy Alvarado	Nursing	02/12/07-06/07/07
Steve Anderson	Nursing	02/12/07-06/07/07
Cindy Angier	Nursing	02/12/07-06/07/07
Dayle Angier	Nursing	02/12/07-06/07/07
Augustina Apeah	Nursing	02/12/07-06/07/07
Kristina Appelhof	Nursing	02/12/07-06/07/07
Krhrisna Arguallas	Nursing	02/12/07-06/07/07
Michael Aungkhin	Nursing	02/12/07-06/07/07
Glenis Austin-Bryan	Nursing	02/12/07-06/07/07
Rachel Babin	Nursing	02/12/07-06/07/07
Lindsay Bacca	Nursing	02/12/07-06/07/07
Sean Bacca	Nursing	02/12/07-06/07/07
Gina Baerresen	Nursing	02/12/07-06/07/07
Esther Baez	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Sharon Balinga	Nursing	02/12/07-06/07/07
Sheila Ball	Nursing	02/12/07-06/07/07
Danny Balles	Nursing	02/12/07-06/07/07
Fordyce Banaag	Nursing	02/12/07-06/07/07
Andrea Barbo	Nursing	02/12/07-06/07/07
Ella Barnum	Nursing	02/12/07-06/07/07
Jeanine Barragan	Nursing	01/02/07-06/07/07
Maria Barreto	Nursing	02/12/07-06/07/07
Jose Batac	Nursing	02/12/07-06/07/07
Jeanette Battles	Nursing	02/12/07-06/07/07
Geraldine Bautista	Nursing	02/12/07-06/07/07
Dominique Bazonos	Nursing	02/12/07-06/07/07
Cheryl Beece	Nursing	02/12/07-06/07/07
Melissa Beeler	Nursing	02/12/07-06/07/07
Leslie Bennett	Nursing	02/12/07-06/07/07
Shannon Benson	Nursing	01/02/07-06/07/07
Lisa Bieszzad	Nursing	02/12/07-06/07/07
Brian Bischoff	Nursing	02/12/07-06/07/07
Lindsey Bollschweiler	Nursing	02/12/07-06/07/07
Lelah Boone	Nursing	02/12/07-06/07/07
Ashley Boucher	Nursing	02/12/07-06/07/07
Sheree Braussard	Nursing	02/12/07-06/07/07
Francine Bray	Nursing	02/12/07-06/07/07
Sandra Brock	Nursing	02/12/07-06/07/07
Erica Brooks	Nursing	02/12/07-06/07/07
Erin Bucaro	Nursing	02/12/07-06/07/07
Amy Buckler	Nursing	01/02/07-06/07/07
Estela Buette	Nursing	02/12/07-06/07/07
Jantra Burd	Nursing	02/12/07-06/07/07
Virnaliza Buscagan	Nursing	02/12/07-06/07/07
Kathy Byloff	Nursing	01/02/07-06/07/07
Marci Cabral	Nursing	02/12/07-06/07/07
Ed Cagandahan	Nursing	02/12/07-06/07/07
John Cagandahan	Nursing	02/12/07-06/07/07
Sarah Cahoon	Nursing	02/12/07-06/07/07
Rhonda Caldwell	Nursing	02/12/07-06/07/07
Terence Calima	Nursing	02/12/07-06/07/07
Daphne Carter	Nursing	02/12/07-06/07/07
Kristina Castle	Nursing	02/12/07-06/07/07
Vernita Castro	Nursing	02/12/07-06/07/07
Ma.Cecilia Catalig	Nursing	01/02/07-06/07/07
Eric Cathey	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Crystal Ceballos	Nursing	02/12/07-06/07/07
Mario Cepeda	Nursing	02/12/07-06/07/07
Maria Chalico	Nursing	02/12/07-06/07/07
Kelly Cheatham	Nursing	02/12/07-06/07/07
Sadie Chichakly	Nursing	02/12/07-06/07/07
Maung Ching	Nursing	02/12/07-06/07/07
Beverly Chongwe	Nursing	02/12/07-06/07/07
Jennifer Church	Nursing	02/12/07-06/07/07
Frank Cipoletto	Nursing	01/02/07-02/09/07
Melissa Clark	Nursing	01/02/07-06/07/07
Shawwna Claunch	Nursing	02/12/07-06/07/07
Naomi Cochran	Nursing	02/12/07-06/07/07
Cristy Constantino	Nursing	02/12/07-06/07/07
Renattha Contreras	Nursing	02/12/07-06/07/07
Melva Cooksey	Nursing	02/12/07-06/07/07
Lea Corby	Nursing	01/02/07-06/07/07
Alma Cordova	Nursing	02/12/07-06/07/07
Melinda Corea	Nursing	01/02/07-06/07/07
Ruby Corpin	Nursing	02/12/07-06/07/07
Christopher Corros	Nursing	02/12/07-06/07/07
Karina Cover	Nursing	01/02/07-06/07/07
Julie Cox	Nursing	02/12/07-06/07/07
Mary Cox	Nursing	02/12/07-06/07/07
Ruth Cuevas	Nursing	01/02/07-06/07/07
Katricia Culp	Nursing	02/12/07-06/07/07
Keith Cunningham	Nursing	02/12/07-06/07/07
Andrea Curry	Nursing	02/12/07-06/07/07
Thao Dao	Nursing	02/12/07-06/07/07
Andrea Davis	Nursing	02/12/07-06/07/07
Theresa Davis	Nursing	02/12/07-06/07/07
Michelle Deal	Nursing	01/02/07-06/07/07
Luisa DeLeon	Nursing	02/12/07-06/07/07
Dennis Delote	Nursing	02/12/07-06/07/07
Cecilia Deompoc	Nursing	02/12/07-06/07/07
Ceidimara DeSouza	Nursing	02/12/07-06/07/07
Livia DeSouza	Nursing	02/12/07-06/07/07
Linda Dhennin	Nursing	02/12/07-06/07/07
Amandeep Dhillon	Nursing	02/12/07-06/07/07
Jessica Dinga	Nursing	02/12/07-06/07/07
Julie Dixon	Nursing	02/12/07-06/07/07
John Dizon	Nursing	02/12/07-06/07/07
Amber Dodge	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Bill Donald	Nursing	02/12/07-06/07/07
Shannon Doss	Nursing	02/12/07-06/07/07
Katherine Driscoll	Nursing	02/12/07-06/07/07
Shakhile Dube	Nursing	02/12/07-06/07/07
Sarah Dulton	Nursing	01/02/07-02/12/07
Alyssa Duquette	Nursing	02/12/07-06/07/07
Angela Eaton	Nursing	02/12/07-06/07/07
Susan Edrade	Nursing	02/12/07-06/07/07
Melissa Edrosa	Nursing	02/12/07-06/07/07
Kimberly Eisenman	Nursing	02/12/07-06/07/07
Elizabeth Elliott	Nursing	02/12/07-06/07/07
Angela Elvina	Nursing	02/12/07-06/07/07
Katherine Enos	Nursing	01/02/07-06/07/07
Alan Espada	Nursing	02/12/07-06/07/07
Rachel Espino	Nursing	02/12/07-06/07/07
Rita Ethridge	Nursing	02/12/07-06/07/07
Michelle Everly	Nursing	02/12/07-06/07/07
Thomas Falencik	Nursing	01/02/07-06/07/07
Ray Feliciano	Nursing	02/12/07-06/07/07
Jennifer Ferguson	Nursing	02/12/07-06/07/07
Elizabeth Fernandez	Nursing	02/12/07-06/07/07
Maria Fernandez deFiore	Nursing	02/12/07-06/07/07
Marcia Ferreira	Nursing	02/12/07-06/07/07
Elizabeth Ferret	Nursing	02/12/07-06/07/07
Jonathan Ferry	Nursing	02/12/07-06/07/07
Ann Fish	Nursing	02/12/07-06/07/07
Marcella Fisk	Nursing	02/12/07-06/07/07
Paolo Flores	Nursing	02/12/07-06/07/07
Ellen Fontanilla	Nursing	02/12/07-06/07/07
Danielle Foster	Nursing	02/12/07-06/07/07
Sarah Frey	Nursing	01/02/07-06/07/07
Gloriann Friedle	Nursing	02/12/07-06/07/07
Danielle Fromson	Nursing	02/12/07-06/07/07
Kimberly Fulmer	Nursing	02/12/07-06/07/07
Sarah Gagner	Nursing	02/12/07-06/07/07
Daniella Gali	Nursing	02/12/07-06/07/07
Nicole Gambale	Nursing	01/02/07-06/07/07
Joannis Garcia	Nursing	02/12/07-06/07/07
Victoria Garza	Nursing	02/12/07-06/07/07
Desta Gebeyehou	Nursing	02/12/07-06/07/07
Senedu Gameda	Nursing	02/12/07-06/07/07
Gretchen Genato	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Sharon Gerdes	Nursing	02/12/07-06/07/07
Stephanie Gibson	Nursing	01/02/07-06/07/07
Faith Gichuhi	Nursing	02/12/07-06/07/07
Margaret Gillespie	Nursing	02/12/07-06/07/07
Jennifer Giron	Nursing	02/12/07-06/07/07
Heather Glendenning	Nursing	02/12/07-06/07/07
Alex Gonzales	Nursing	02/12/07-06/07/07
Steve Gonzales	Nursing	02/12/07-06/07/07
Jennifer Goodner	Nursing	02/12/07-06/07/07
Anne Green	Nursing	01/02/07-06/07/07
Ruby Grove	Nursing	02/12/07-06/07/07
Jessica Gruwell	Nursing	02/12/07-06/07/07
Teresa Guerra	Nursing	02/12/07-06/07/07
Lisa Gutierrez	Nursing	01/02/07-06/07/07
Loreen Gutierrez	Nursing	02/12/07-06/07/07
Kristin Haguewood	Nursing	02/12/07-06/07/07
Kimberly Halbert	Nursing	02/12/07-06/07/07
Mandy Hales	Nursing	02/12/07-06/07/07
Jennifer Haley	Nursing	02/12/07-06/07/07
Aubrey Halili	Nursing	01/02/07-06/07/07
Tamara Hall	Nursing	02/12/07-06/07/07
Alan Halsey	Nursing	02/12/07-06/07/07
Starr Hammond	Nursing	02/12/07-06/07/07
Elana Hampton	Nursing	02/12/07-06/07/07
Kenneth Hamrick	Nursing	02/12/07-06/07/07
Laura Hargrove	Nursing	02/12/07-06/07/07
Jenna Harman	Nursing	02/12/07-06/07/07
Amber Harris	Nursing	02/12/07-06/07/07
Melanie Harriss	Nursing	02/12/07-06/07/07
Karen Hasson	Nursing	02/12/07-06/07/07
Suzanne Havlick	Nursing	02/12/07-06/07/07
Richard Hayatian	Nursing	02/12/07-06/07/07
Cheryl Haynes	Nursing	02/12/07-06/07/07
Eric Hendrick	Nursing	02/12/07-06/07/07
C. Renee Henning	Nursing	02/12/07-06/07/07
Linda Henry	Nursing	02/12/07-06/07/07
Pam Hesse	Nursing	01/02/07-06/07/07
Alison Higley	Nursing	01/02/07-06/07/07
Emilee Hoenshell	Nursing	02/12/07-06/07/07
Kiera Holiday	Nursing	02/12/07-06/07/07
Daphne Holmes	Nursing	02/12/07-06/07/07
Candance Hopkins	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Marissa Hopkins	Nursing	02/12/07-06/07/07
Christine Hora	Nursing	02/12/07-06/07/07
Stephanie Howard	Nursing	02/12/07-06/07/07
Eva Huang	Nursing	02/12/07-06/07/07
Andrea Huerta	Nursing	02/12/07-06/07/07
Anna Hurtado	Nursing	02/12/07-06/07/07
Sandra Hurtado	Nursing	02/12/07-06/07/07
Wanda Inby	Nursing	02/12/07-06/07/07
Karen Johnson	Nursing	02/12/07-06/07/07
Ashley Johnston	Nursing	02/12/07-06/07/07
Emily Jones	Nursing	02/12/07-06/07/07
Anthony Juarez	Nursing	02/12/07-06/07/07
Umi-Aisha Kabba-Riley	Nursing	02/12/07-06/07/07
Sarah Kasinger	Nursing	02/12/07-06/07/07
Gurprit Kaur	Nursing	02/12/07-06/07/07
Ratinder Kaur	Nursing	01/02/07-06/07/07
Susan Kazsuk	Nursing	02/12/07-06/07/07
Tabatha Kemp	Nursing	02/12/07-06/07/07
Melissa Kemper	Nursing	02/12/07-06/07/07
Temeka Kendle	Nursing	02/12/07-06/07/07
Serah Kiru	Nursing	02/12/07-06/07/07
Mindy Klatt	Nursing	02/12/07-06/07/07
Gene Knott	Nursing	02/12/07-06/07/07
So Mi Ko	Nursing	02/12/07-06/07/07
Suresh Kurup	Nursing	02/12/07-06/07/07
Holly Lafond	Nursing	02/12/07-06/07/07
Melissa Lambert	Nursing	01/02/07-06/07/07
Curtis Lane	Nursing	02/12/07-06/07/07
Michelle Lanorias	Nursing	02/12/07-06/07/07
LaShawn Larry	Nursing	02/12/07-06/07/07
Sarah Lassek	Nursing	02/12/07-06/07/07
Shane Latham	Nursing	02/12/07-06/07/07
Cory Layman	Nursing	02/12/07-06/07/07
Staci LeBeau	Nursing	02/12/07-06/07/07
Jubin Lee	Nursing	02/12/07-06/07/07
Chrissy Leitch	Nursing	02/12/07-06/07/07
Nicole Leuer	Nursing	02/12/07-06/07/07
Jamie Lewis	Nursing	01/02/07-06/07/07
Michelle Lewis	Nursing	02/12/07-06/07/07
Tamra Lewis	Nursing	02/12/07-06/07/07
Xiaoli Li	Nursing	02/12/07-06/07/07
Shanifa Lila	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Keny Lim	Nursing	02/12/07-06/07/07
Delana Lloyd	Nursing	02/12/07-06/07/07
Xiomara Lopez	Nursing	02/12/07-06/07/07
Lindsay Lozano	Nursing	02/12/07-06/07/07
Lizlyn Lucrida	Nursing	02/12/07-06/07/07
Loise Lundberg	Nursing	02/12/07-06/07/07
Zhi Ma	Nursing	02/12/07-06/07/07
Xochitl Madrigal	Nursing	02/12/07-06/07/07
Rochelle Magnaye	Nursing	02/12/07-06/07/07
Febby Mandalas	Nursing	02/12/07-06/07/07
Charisse Maquilan	Nursing	02/12/07-06/07/07
Jenny Mari	Nursing	02/12/07-06/07/07
Chirlaine Marine	Nursing	01/02/07-06/07/07
Andrew Marlintang	Nursing	01/02/07-06/07/07
Camille Marquez	Nursing	01/02/07-06/07/07
Mailu Martineau	Nursing	02/12/07-06/07/07
Melissa Martinez	Nursing	02/12/07-06/07/07
Stephanie Mattei	Nursing	02/12/07-06/07/07
Melissa Matthews	Nursing	01/02/07-06/07/07
Connie Matty	Nursing	02/12/07-06/07/07
Bonnie Mavi	Nursing	01/02/07-06/07/07
Kelly McGuire	Nursing	02/12/07-06/07/07
Diana McHale	Nursing	02/12/07-06/07/07
Trish McIntyre	Nursing	02/12/07-06/07/07
Lynn McMillan	Nursing	02/12/07-06/07/07
Bernadette McNurlan	Nursing	01/02/07-06/07/07
Elsa Meaden	Nursing	02/12/07-06/07/07
Curtis Meeteren	Nursing	02/12/07-06/07/07
Lizabeth Melena-Abbot	Nursing	02/12/07-06/07/07
Dora Mendoza	Nursing	01/02/07-06/07/07
Leslie Mendoza	Nursing	02/12/07-06/07/07
Wendie Mercado	Nursing	02/12/07-06/07/07
Jonathan Mesina	Nursing	02/12/07-06/07/07
Adrienne Michael	Nursing	01/02/07-06/07/07
Kym Mikaelian	Nursing	02/12/07-06/07/07
Amanda Miles	Nursing	02/12/07-06/07/07
Sharen Misa	Nursing	02/12/07-06/07/07
Sandra Mistretta	Nursing	02/12/07-06/07/07
Sophia Mondol	Nursing	01/02/07-06/07/07
Rick Monroe	Nursing	02/12/07-06/07/07
Alexander Monteiro	Nursing	02/12/07-06/07/07
Elisabeth Moore	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Candice Moses	Nursing	02/12/07-06/07/07
Jennifer Moses-Sandoval	Nursing	02/12/07-06/07/07
Frederick Murphy	Nursing	02/12/07-06/07/07
Pretty Musingarabwi	Nursing	02/12/07-06/07/07
Juanita Nababan	Nursing	02/12/07-06/07/07
I. Simuoko Nau	Nursing	02/12/07-06/07/07
Karen Navarro	Nursing	02/12/07-06/07/07
Lila Nawabi	Nursing	02/12/07-06/07/07
Michelle Nelson	Nursing	02/12/07-06/07/07
Tressa Newell	Nursing	02/12/07-06/07/07
Jane Ngotrieu	Nursing	02/12/07-06/07/07
An Nguyen	Nursing	02/12/07-06/07/07
Thuan Nguyen	Nursing	02/12/07-06/07/07
Jenny Nhem	Nursing	02/12/07-06/07/07
Cassandra Nissen	Nursing	02/12/07-06/07/07
Dede Noer	Nursing	02/12/07-06/07/07
Stephanie Normand	Nursing	02/12/07-06/07/07
Laura Oatman	Nursing	01/02/07-06/07/07
Elaina O'Banion	Nursing	02/12/07-06/07/07
Anita O'Bryan	Nursing	02/12/07-06/07/07
Patience Okapla	Nursing	02/12/07-06/07/07
Ruth Ortega	Nursing	02/12/07-06/07/07
Cynthia Ortiz	Nursing	02/12/07-06/07/07
Jeanette Otwell	Nursing	02/12/07-06/07/07
Tiffany Ouellette	Nursing	02/12/07-06/07/07
Joyce Oyetibo	Nursing	02/12/07-06/07/07
Claudia Padilla	Nursing	02/12/07-06/07/07
Craig Paguyo	Nursing	02/12/07-06/07/07
Sienna Palilio	Nursing	01/02/07-06/07/07
Cristina Palmerin	Nursing	01/02/07-06/07/07
Kimana Pamilton	Nursing	02/12/07-06/07/07
Ronald Pang	Nursing	02/12/07-06/07/07
Carla Panique	Nursing	02/12/07-06/07/07
Dana Panlilio	Nursing	02/12/07-06/07/07
Wendy Pano	Nursing	02/12/07-06/07/07
Dana Panos	Nursing	02/12/07-06/07/07
Sang Park	Nursing	01/02/07-06/07/07
Kyle Parker	Nursing	02/12/07-06/07/07
Melinda Parkin	Nursing	02/12/07-06/07/07
Stacie Paulsness	Nursing	02/12/07-06/07/07
Douglas Pedersen	Nursing	02/12/07-06/07/07
Kameron Penn	Nursing	01/02/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Irene Perez	Nursing	02/12/07-06/07/07
Jeanna Perez	Nursing	01/02/07-06/07/07
Lisa Perini	Nursing	01/02/07-06/07/07
Similo Phakathi	Nursing	01/02/07-06/07/07
Heanganh Phan	Nursing	02/12/07-06/07/07
Brandy Pierce	Nursing	02/12/07-06/07/07
Stephanie Pofenciano	Nursing	02/12/07-06/07/07
Paul Prado	Nursing	02/12/07-06/07/07
Jannie Price	Nursing	02/12/07-06/07/07
Nancy Punsalan	Nursing	02/12/07-06/07/07
Garret Quartana	Nursing	02/12/07-06/07/07
Maria Quintos	Nursing	01/02/07-06/07/07
Minette Ralleca	Nursing	02/12/07-06/07/07
Jemima Ramirez	Nursing	01/02/07-06/07/07
Orel Ramirez	Nursing	02/12/07-06/07/07
Sheri Reiakvam	Nursing	02/12/07-06/07/07
Cindy Rendon	Nursing	02/12/07-06/07/07
Jjosa Reyes	Nursing	02/12/07-06/07/07
Mona Reyes	Nursing	02/12/07-06/07/07
Karen Richardson	Nursing	01/02/07-06/07/07
Paige Ritter	Nursing	02/12/07-06/07/07
Pamela Robinson	Nursing	02/12/07-06/07/07
Mariana Rocha	Nursing	02/12/07-06/07/07
Anita Rodriguez	Nursing	02/12/07-06/07/07
Jorge Rodriguez	Nursing	02/12/07-06/07/07
Kristen Rodriguez	Nursing	02/12/07-06/07/07
Alejandra Romero	Nursing	02/12/07-06/07/07
Christine Royer	Nursing	02/12/07-06/07/07
Mary Rubio	Nursing	02/12/07-06/07/07
Andrea Ruiz	Nursing	02/12/07-06/07/07
Meuyhin Saephan	Nursing	01/02/07-06/07/07
Evelyn Salcedo	Nursing	02/12/07-06/07/07
Bernadeth Salenga	Nursing	02/12/07-06/07/07
Erica Sanchez	Nursing	02/12/07-06/07/07
Julie Sanchez	Nursing	02/12/07-06/07/07
Maria Sanchez	Nursing	02/12/07-06/07/07
Melissa Sanchez	Nursing	02/12/07-06/07/07
Ruben Sanchez	Nursing	01/02/07-06/07/07
Victoria Sanderson	Nursing	02/12/07-06/07/07
Natgely Santillan	Nursing	02/12/07-06/07/07
Nicole Santore	Nursing	02/12/07-06/07/07
Geralyn Santos	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Nenetzin Santos	Nursing	02/12/07-06/07/07
Amber Sargenti	Nursing	02/12/07-06/07/07
Jenette Schaffrath	Nursing	01/02/07-06/07/07
Katy Schmidt	Nursing	02/12/07-06/07/07
Susan Schueman	Nursing	02/12/07-06/07/07
Karen Schultz	Nursing	02/12/07-06/07/07
Martha Serrano	Nursing	02/12/07-06/07/07
Samantha Sherlock	Nursing	02/12/07-06/07/07
Joshua Shimizu	Nursing	02/12/07-06/07/07
Mildred Shorter	Nursing	02/12/07-06/07/07
Weslayne Silva	Nursing	01/02/07-06/07/07
Lucky Simatupang	Nursing	02/12/07-06/07/07
Maggie Simpson	Nursing	02/12/07-06/07/07
Simee Singh	Nursing	02/12/07-06/07/07
Jennifer Slusarczyk	Nursing	02/12/07-06/07/07
Tamesha Smith	Nursing	01/02/07-06/07/07
Kristen Snavely	Nursing	02/12/07-06/07/07
Nikki Snelson	Nursing	02/12/07-06/07/07
Catina Spaeth	Nursing	02/12/07-06/07/07
Sherry Sparks	Nursing	02/12/07-06/07/07
Troy Speckman	Nursing	02/12/07-06/07/07
Kimberly Spiehler	Nursing	02/12/07-06/07/07
Jennifer Stone	Nursing	02/12/07-06/07/07
Larry Stoots	Nursing	02/12/07-06/07/07
Cody Stotts	Nursing	01/02/07-06/07/07
Elvira Stran	Nursing	02/12/07-06/07/07
Rawa Suhari	Nursing	02/12/07-06/07/07
Kelly Sullivan	Nursing	02/12/07-06/07/07
Ryan Tabares	Nursing	02/12/07-06/07/07
Katrina Talley	Nursing	02/12/07-06/07/07
Gloria Tan	Nursing	02/12/07-06/07/07
Lee Tan	Nursing	02/12/07-06/07/07
Leonie Taniform	Nursing	02/12/07-06/07/07
Krizzette Tanwangco	Nursing	02/12/07-06/07/07
Jan Tarculas	Nursing	02/12/07-06/07/07
Tesfamarian Tesfa	Nursing	02/12/07-06/07/07
Felicia Thompson	Nursing	02/12/07-06/07/07
Art Thowtho	Nursing	02/12/07-06/07/07
Doris Tiegen	Nursing	02/12/07-06/07/07
Donia Till	Nursing	02/12/07-06/07/07
Sylvia Tolang-Cruz	Nursing	02/12/07-06/07/07
Melissa Tolentino	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Angela Torres	Nursing	02/12/07-06/07/07
Melissa Trejo	Nursing	02/12/07-06/07/07
Cuyynthia Triana	Nursing	02/12/07-06/07/07
Kimberly Tucker	Nursing	02/12/07-06/07/07
Maria Tutoki	Nursing	02/12/07-06/07/07
Heather Tutt	Nursing	02/12/07-06/07/07
Nicoleta Udenze	Nursing	02/12/07-06/07/07
Kathe Ung	Nursing	02/12/07-06/07/07
Kenia Urias	Nursing	02/12/07-06/07/07
Huyanh Va	Nursing	02/12/07-06/07/07
Judith Valencia	Nursing	02/12/07-06/07/07
Lorena Valenzuela	Nursing	02/12/07-06/07/07
Heather-Jane VanDalsem	Nursing	02/12/07-06/07/07
Jaime Vandembush	Nursing	02/12/07-06/07/07
Oliva Vargas	Nursing	02/12/07-06/07/07
Cherrie Velante	Nursing	02/12/07-06/07/07
Jessica Veloz	Nursing	02/12/07-06/07/07
Nishu Verma	Nursing	02/12/07-06/07/07
Crystal Veum	Nursing	02/12/07-06/07/07
Margaret Vicente	Nursing	02/12/07-06/07/07
Catherine Victoria	Nursing	02/12/07-06/07/07
Stacey Villa	Nursing	02/12/07-06/07/07
Maria Villasenor	Nursing	01/02/07-06/07/07
Jose Villegas	Nursing	02/12/07-06/07/07
Miguel Villegas	Nursing	02/12/07-06/07/07
Lieu Vo	Nursing	02/12/07-06/07/07
Toni Waer	Nursing	02/12/07-06/07/07
Jennifer Waggoner	Nursing	02/12/07-06/07/07
Tiffany Wagter	Nursing	02/12/07-06/07/07
Jeremy Walde	Nursing	02/12/07-06/07/07
Juliana Walker	Nursing	02/12/07-06/07/07
Grace Wang	Nursing	02/12/07-06/07/07
Linda Wang	Nursing	02/12/07-06/07/07
Teresa Washington	Nursing	02/12/07-06/07/07
Teresa Weatherwax	Nursing	01/02/07-06/07/07
Linda White	Nursing	02/12/07-06/07/07
Jennifer Wiens	Nursing	02/12/07-06/07/07
Sumedha Wijerathe	Nursing	02/12/07-06/07/07
Linon Wills-Stach	Nursing	02/12/07-06/07/07
Renata Wilson	Nursing	02/12/07-06/07/07
Stephanie Wilson	Nursing	02/12/07-06/07/07
Jarred Wood	Nursing	02/12/07-06/07/07

VOLUNTEERS
BOARD RESOLUTION 10-96/97, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Kimberly Woodall	Nursing	02/12/07-06/07/07
Brittany Woodford	Nursing	02/12/07-06/07/07
Shannan Woods	Nursing	02/12/07-06/07/07
Jacquelyn Woods-Johnson	Nursing	02/12/07-06/07/07
Wenjian Yuan	Nursing	02/12/07-06/07/07
Jazelynn Yusi	Nursing	02/12/07-06/07/07
Trina Zamora	Nursing	02/12/07-06/07/07
Sara Zehntner	Nursing	02/12/07-06/07/07
Marco Flores	Tutorial Services	03/05/07-06/30/07

District Funds

NAME	POSITION	DEPARTMENT	DATE	RANGE
Bates, Kristopher	Student Worker	Tutorial Services - MV	02/14/07	19-4
Brown, Christina	Student Worker	Library - RIV	02/01/07	19-4
Chung, Daniel	Student Worker	Administrative Support Center. - RIV	02/08/07	19-4
Cueva, Maria	Student Worker	Early Childhood Studies - RIV	02/22/07	19-4
Elmatari, Daniel	Student Worker	Tutorial Services - NOR	02/22/07	19-4
Ishak Gabra, Nader	Student Worker	Instructional Media Center - NOR	02/01/07	19-4
Jorin, Jose	Student Worker	Instructional Media Center - RIV	02/14/07	19-4
Lee, Hsiao	Student Worker	Tutorial Services - RIV	02/22/07	19-4
Lopez, Mark	Student Worker	Public Affairs - RIV	02/07/07	19-4
Munoz, Raeann	Student Worker	Information Services & Technology - RIV	02/07/07	19-4
Nguyen, Thi	Student Worker	Library - RIV	02/22/07	19-4
Olimpiadi, Yuliya	Student Worker	Tutorial Services - RIV	02/22/07	19-4
Salera, Melissa	Student Worker	Early Childhood Studies - NOR	02/07/07	19-4
Segura, Michael	Student Worker	Library - RIV	02/01/07	19-4
Shelton, Karen	Student Worker	English Writing Center - RIV	02/22/07	19-4
Sosa, Lorenzo	Student Worker	Instructional Media Center - RIV	02/15/07	19-4
Sparkuhl, Kurt	Student Worker	Tutorial Services - NOR	02/22/07	19-4
Tapia, Toni	Student Worker	Behavioral Sciences - RIV	02/22/07	19-4
Terada, Lisa	Student Worker	International Students - RIV	02/22/07	19-4
Valencia, Karina	Student Worker	Outreach - RIV	02/01/07	19-4

Categorical Funds

NAME	POSITION	DEPARTMENT	DATE	RANGE
Adams, Krystal	Student Worker	Administrative Support Center - RIV	02/13/07	19-4
Aguilar, Manuel	Student Worker	Riverside Housing Authority - CS	02/06/07	19-4
Arceneaux, Debra	Student Worker	Sunnymead Elementary - AMR	02/07/07	19-4
Bratton, George	Student Worker	Vista Heights Middle School - CS	02/22/07	19-4
Demuth, Kelly	Student Worker	Magnolia Elementary - AMR	02/14/07	19-4
Edwards, Tavia	Student Worker	Applied Technology / Welding - RIV	02/28/07	19-4
Gomez, Jesus	Student Worker	Administrative Support Center - RIV	02/14/07	19-4
Haquani, Zunair	Student Worker	Riverside Housing Authority - CS	02/22/07	19-4
Jones, Rayven	Student Worker	Bear Valley Elementary - AMR	02/14/07	19-4
Lopez, Carolina	Student Worker	Library - MV	02/07/07	19-4
Manning, Shameka	Student Worker	Administrative Support Center - RIV	02/22/07	19-4
Martinez, Ronald	Student Worker	Library - MV	02/13/07	19-4
Meloncon, Aletheia	Student Worker	Riverside Housing Authority - CS	02/28/07	19-4

Nou, Rosemary Student Worker Riverside Housing Authority - CS 02/28/07 19-4
Categorical Funds (Continued)

NAME	POSITION	DEPARTMENT	DATE	RANGE
Reyes, Jerardo	Student Worker	Administrative Support Center - RIV	02/28/07	19-4
Samai, Selik	Student Worker	Student Activities - MV	02/21/07	19-4
Thomas, Shondala	Student Worker	Counseling - MV	02/22/07	19-4
Townson, Brandy	Student Worker	Food Services - RIV	02/22/07	19-4
Wallien, Marta	Student Worker	Early Childhood Studies - RIV	02/13/07	19-4
Wilson, Renata	Student Worker	Serrano Elementary - AMR	02/07/07	19-4
Younger, Torian	Student Worker	Business Administration - RIV	02/22/07	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-2

Date: March 20, 2007

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 \$2,864,335 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 93861-95075) totaling \$4,915,764 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 \$2,864,335 and District Warrant Claims totaling \$4,915,764.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 2/01/07 thru 2/28/07

PO#	Fund	Location	Department	Vendor	Description	Amount
B0001417	11	AAD	RCCD Foundation	Office Depot	Other Supplies	1,012
B0001419	11	AMC	Information Services	Office Depot	Other Supplies	1,256
B0001420	33	DUA	Early Childhood Studies	Stater Bros. Markets	Other Supplies	1,787
B0001421	11	AMC	Information Services	Amazon.Com Credit	Reference Books	1,000
B0001422	11	FDD	Facilities Norco	Unsource Worldwide, Inc.	Custodial Supplies	1,000
B0001429	11	AXB	Customized Solutions	Global Learning Partners, Inc.	Contract Ed Instr Supplies	5,500
B0001431	12	DWA	Allied Health	Office Depot	Other Supplies	1,000
B0001437	12	DWA	Allied Health	Office Depot	Other Supplies	1,000
B0001439	11	EDD	Facilities Norco	Refrigeration Supplies	Repair Parts	3,036
B0001441	11	AJA	Academic Affairs	Reliable Office Solutions	Other Supplies	1,520
B0001442	11	FDD	Facilities Norco	Don La Force Associates, Inc.	Repairs - Parts	1,000
B0001443	11	FDD	Facilities Norco	I.GP Engineering & Construction Inc.	Repairs - Parts	2,400
B0001444	12	AJV	VTEA	Palo Verde Valley Times	Advertising	1,200
B0001446	11	AJC	Occupational Education	Fujifilm Graphic Systems USA, Inc.	Purchase/Cost of Goods Sold	20,000
B0001447	11	AJC	Occupational Education	Inland Envelope Company	Purchase/Cost of Goods Sold	2,500
B0001448	11	AJC	Occupational Education	INX International Ink Co.	Purchase/Cost of Goods Sold	2,500
B0001449	11	AJC	Occupational Education	Pacesetter Graphic Service	Purchase/Cost of Goods Sold	2,500
B0001451	11	AJC	Occupational Education	Riverside Bindery Specialties	Purchase/Cost of Goods Sold	10,000
B0001452	11	AJC	Occupational Education	Spicers Paper, Inc.	Purchase/Cost of Goods Sold	10,000
B0001453	11	DMD	Learning Resource Center	Teaching Company, the	Instr Media Material	1,000
B0001457	11	AJO	Open Campus	Balloons By Alice Lyons	Professional Services	2,000
B0001458	11	AZR	Campus Police	Shell Oil Company	Other Transportation Supplies	1,384
B0001458	12	AZR	Campus Police	Shell Oil Company	Other Transportation Supplies	1,384
B0001458	11	FDD	Facilities-Moreno	Shell Oil Company	Other Transportation Supplies	1,276
B0001459	41	ADD	Facilities	ATE Environmental, Inc	Demolition - Grading	9,200
B0001460	11	AJC	Occupational Education	Binder Products	Purchase/Cost of Goods Sold	2,500
B0001470	11	DSA	Applied Technology	Riverside County Information	Telephone	3,200
B0001471	11	AJO	Open Campus	Reliable Office Solutions	Other Supplies	1,510
B0001473	11	AAE	Communications & Web Development	Riverside Personnel Services, Inc.	Temporary Services	14,138
C0001299	11	FMA	President-Norco	Clarke & Associates	Proposal Development for Upward Bound	2,500
C0001300	11	APR	Performance Riverside	Munoz, Anthony	Roper for Will Rogers Foilies	2,000
C0001302	12	DDD	Facilities	S & S Grading and Paving, Inc.	Resurfacing	14,950
C0001303	11	APR	Performance Riverside	Miller, Family	Professional Services	1,500
C0001304	11	APR	Performance Riverside	Krinke, Gary	Director Services	3,000
C0001305	12	DJA	Academic Affairs	Lemoine and Associates	Guest Presenter Faculty Student Wrkshp	3,200

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 2/01/07 thru 2/28/07

PO#	Fund	Location	Department	Vendor	Description	Amount
C0001306	11	APR	Performance Riverside	Smith, Scott	Musical Director	3,500
C0001307	12	ACE	School of the Arts	Stevenson, Sarah	Curriculum Development for RSA	3,500
C0001308	12	AXD	Community & Economic Development	McNeilly Steel Corp	Metal Building	4,526
C0001309	12	ACE	School of the Arts	Small Potatoes Productions LLC	Consultant to RSA on Documentary Film	7,000
C0001310	41	DYA	Library	Spinitar	Quad Project-Audio Visual Integration	645,592
C0001312	12	AJV	VTEA	San Bernardino Comm College Dist	Marketing SVS for Desert Regional Consort	20,000
C0001313	11	APR	Performance Riverside	Events Marketing	Marketing Consultation	5,020
P0006723	11	ADD	Facilities	Ambient Environmental, Inc	Consultants	1,400
P0006734	12	DJA	Academic Affairs	League for Innovation	Conferences	2,500
P0006737	11	DDD	Facilities	Redlands Ford Inc	Equip Replacement \$5000 >	57,279
P0006745	12	AZE	Student Financial Services	Jurys Normandy Inn	Conferences	1,368
P0006747	11	EMA	President-Norco	Culver - Newlin	Equip Additional \$200-\$4999	3,072
P0006751	11	EZG	Campus Student Services	American Association of Community	Conferences	1,500
P0006754	11	AZG	Campus Student Services	DiThomas, Deborah	Conferences	1,049
P0006755	12	AJF	Dean of Education	Hyatt Regency	Conferences	1,075
P0006764	11	AMC	Information Services	Herman, Richard	Conferences	1,691
P0006780	12	DWA	Allied Health	Office Depot	Other Supplies	1,494
P0006782	11	AZN	International Students	Law Offices of Adam Green	Legal	2,500
P0006785	11	AMC	Information Services	Conley, Cynthia	Conferences	1,671
P0006790	12	AZR	Campus Police	CCUPCA	Conferences	1,160
P0006795	12	AZR	Campus Police	Embassy Suites	Conferences	1,619
P0006797	41	FUA	Early Childhood Studies-Moreno	Play With A Purpose	Other Supplies	1,827
P0006801	12	DWA	Allied Health	Office Depot	Other Supplies	1,000
P0006805	12	ACW	Workforce Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	6,033
P0006806	12	AJF	Dean of Education	Doubletree Hotel	Conferences	1,058
P0006807	12	DJA	Academic Affairs	Key Curriculum Press	Computer Software Maint/License	1,219
P0006810	11	AZR	Campus Police	Shell Oil Company	Other Transportation Supplies	1,324
P0006810	12	AZR	Campus Police	Shell Oil Company	Other Transportation Supplies	1,324
P0006810	11	FDD	Facilities-Moreno	Shell Oil Company	Other Transportation Supplies	1,276
P0006812	41	FDD	Facilities-Moreno	Reliable Office Solutions	Equip Additional \$200-\$4999	4,136
P0006812	11	FJA	Vice President Educational Services-MV	Reliable Office Solutions	Equip Additional \$200-\$4999	1,500
P0006813	12	ESB	Business, Engineering & Information Tech	CDW-G	Comp Equip Replacement \$200-\$4999	33,573
P0006814	11	F7G	Student Services	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	3,767
P0006817	11	AJO	Open Campus	Intelecom Intelligent	Other Services-Assessment Fees	17,896
P0006818	11	AAB	Board of Trustees	Medina, Jose	Other Travel Expenses	1,218
P0006820	12	DSA	Applied Technology	Alan Gordon Enterprises, Inc	Equip Additional \$200-\$4999	7,640

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 2/01/07 thru 2/28/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0006824	11	FHE	Health, Human & Public Services	Lesser, Donna	Conferences	1,375
P0006825	11	FHE	Health, Human & Public Services	Lesser, Donna	Conferences	1,975
P0006826	12	FMA	President-Moreno	Chavez, Maureen	Conferences	1,079
P0006827	12	FMA	President-Norco	Aycock, Gregory	Conferences	3,252
P0006828	11	AZB	Admissions & Records	Finney, Nathaniel	Conferences	2,651
P0006830	11	AZB	Admissions & Records	Clifton, Jaime	Conferences	1,254
P0006831	11	EZG	Campus Student Services	Bush, Edward C.	Conferences	1,330
P0006832	11	AZN	International Students	US Dept of Commerce	Scouting	3,000
P0006833	12	DSA	Applied Technology	Full Compass Systems	Equip Additional \$200-\$4999	11,471
P0006834	11	AAA	Chancellor's Office	Camak, Shelagh	Conferences	6,583
P0006835	11	DMA	President-Riverside	ACCA	Conferences	1,148
P0006838	12	ACW	Workforce Preparation	Howard, Leslie	Conferences	2,357
P0006841	12	ACW	Workforce Preparation	Tutor, Patricia	Conferences	1,335
P0006843	12	AAF	Affirmative Action	Woods, Kristi	Conferences	1,000
P0006843	11	DOD	Histry, Philsphy, Humn, Ethnie Studies	Woods, Kristi	Conferences	1,200
P0006844	12	DJA	Academic Affairs	Barnes & Noble	Instructional Supplies	1,773
P0006845	12	DJA	Academic Affairs	Zotos, George	Conferences	1,892
P0006846	11	EZR	Campus Police	Culver - Newlin	Equip Additional \$200-\$4999	2,134
P0006847	11	EMC	Information Services-Norco	SK Telecon, Inc.	Other Services-Move Data Cabinet LB223	6,125
P0006864	12	AXD	Community & Economic Development	State of California	Other Services-CEBIT Trade Show	5,000
P0006865	11	DEB	Performing Arts	Humble, Dina	Other Travel Expenses	2,753
P0006867	11	DDD	Facilities	Advanced Electrical Contracting Inc	Repairs - Parts	2,231
P0006873	12	ACE	School of the Arts	Anderson, Kristine	Conferences	1,533
P0006876	33	DUA	Early Childhood Studies	CM School Supply Company	Other Supplies	1,375
P0006878	11	AMC	Information Services	SK Telecon, Inc.	Other Supplies	5,724
P0006879	11	AJN	Dean Health Sciences Programs	Office Depot	Equip Additional \$200-\$4999	1,218
P0006882	11	EMD	Learning Resource Center-Norco	Vantage Technology Consulting Group	Professional Services	2,000
P0006885	12	EQE	Physical and Life Sciences	Laerdal Medical Corporation	Equip Replacement \$200-\$4999	3,678
P0006887	11	AAP	Public Affairs & Institutional Advance	Synergistic Mailing Services	Other Services-Spring Schedule Mailers	7,250
P0006894	12	AJV	VTEA	Hulshof, Iridia M.	Conferences	1,975
P0006895	12	AJV	VTEA	Hurlbutt, Michelle	Conferences	1,975
P0006897	11	DDD	Facilities-Riverside	Waxic Sanitary Supply	Equip Additional \$200-\$4999	1,793
P0006905	12	DRA	Physical Education	First Services	Equip Additional \$200-\$4999	6,450
P0006920	11	DEB	Performing Arts	Byun, John	Other Travel Expenses	6,666
P0006928	41	DDD	Facilities-Riverside	Integrated Consultants, Inc	Remodel Projects	9,500
P0006929	11	DZ11	Athletics	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	2,486

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 2/01/07 thru 2/28/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0006935	12	DWA	Allied Health	CDW-G	Equip Additional \$200-\$4999	5,034
P0006937	12	DZD	Health Services	American College Health Association	Other Supplies	1,181
P0006945	11	AZA	Student Services	Lacy, Linda	Conferences	1,011
P0006951	11	AAP	Public Affairs & Institutional Advance	Geographics	Fixtures & Fixed Equipment	1,447
P0006952	12	ACW	Workforce Preparation	Riverside Transit Agency	Transportation/Bus Passes	1,720
P0006953	11	EQE	Physical and Life Sciences	Ward's Natural Science Estab	Instructional Supplies	1,171
P0006955	11	AJN	Dean Health Sciences Programs	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,658
P0006961	11	AMC	Information Services	Technology Integration Group	Comp Equip Additional \$200-\$4999	9,429
P0006963	11	AZB	Admissions & Records	Perfect Form Business Services, Inc	Copying and Printing	1,564
P0006964	12	AXD	Community & Economic Development	Ellis Mfg. Company Inc	Equip Additional \$200-\$4999	6,687
P0006965	11	AAB	Board of Trustees	Green, Janet	Other Travel Expenses	1,219
P0006966	11	AAB	Board of Trustees	Blumenthal, Virginia	Other Travel Expenses	1,219
P0006968	11	ADF	Purchasing	Broadcast Music, Inc.	Other-Music License Fee	4,574
P0006971	11	AAP	Public Affairs & Institutional Advance	Artists' Collective, the	Advertising	5,000
P0006973	12	EJA	Vice President Educational Services-Nor	Elizalde, Andres	Conferences	1,200
P0006978	12	EZG	Campus Student Services	Moore, John	Other Travel Expenses	1,920
P0006987	12	EZG	Campus Student Services	MGM Grand Hotel	Conferences	1,200
P0006996	12	AJF	Dean of Education	Hendrick, Irving	Conferences	1,484
P0007009	11	AAC	College Relations / Special Projects	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	3,092
P0007012	12	DIA	Academic Affairs	Orbis Software, Inc	Computer Software Maint/License	1,219
P0007014	11	ESB	Business, Engineering & Information Tech	Solid Professor	Computer Software Maint/License	2,922
P0007034	41	FDD	Facilities-Moreno	Olague Landscape & Maintenance	Remodel Projects	13,612
P0007035	61	ADF	Risk Management	Neurology Rehab & Med Group	Legal	3,415
P0007038	12	ACW	Workforce Preparation	Altura Credit Union	Other Services-FYEP Youth	5,194
P0007039	12	ACW	Workforce Preparation	Altura Credit Union	Other Services-FYEP Youth	1,572
P0007045	12	DWA	Allied Health	Sharp Electronics Corp.	Equip Additional \$200-\$4999	4,862
P0007046	12	AZR	Campus Police	Siemens Building Technologies, Inc.	Repairs - Parts	1,385
P0007048	12	EMA	President-Norco	SPSS, Inc.	Conferences	1,798
P0007053	11	DDD	Facilities-Riverside	Sales Unlimited, Inc	Equip Additional \$200-\$4999	2,464
P0007057	41	ADD	Facilities Planning	Allian Petersen & Associates	Other-RSA Needs Study	1,469
P0007058	11	AJA	Academic Affairs	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,568
P0007059	61	ADF	Risk Management	Office Depot	Equip Replacement \$200-\$4999	5,630
P0007065	41	FDD	Facilities-Moreno	Total Plan, Inc.	Equip Additional \$200-\$4999	15,507
P0007066	11	AZA	Student Services	SK Telecom, Inc.	Fixtures & Fixed Equipment	2,560
P0007067	11	EYA	Library-Norco	Corporate Express	Equip Additional \$200-\$4999	2,772
P0007068	12	FQE	Mathematics, Science & Physical Ed	Ben Meadows Company	Equip Additional \$200-\$4999	5,015
P0007069	12	FQE	Mathematics, Science & Physical Ed	Fisher Scientific	Equip Additional \$200-\$4999	7,327
P0007070	12	FQE	Mathematics, Science & Physical Ed	CDW-G	Equip Additional \$200-\$4999	2,084

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 2/01/07 thru 2/28/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0007073	11	EQE	Physical and Life Sciences	Fisher Scientific	Instructional Supplies	3,039
P0007074	12	FQE	Mathematics, Science & Physical Ed	Parr Instrument Company	Equip Additional \$200-\$4999	5,581
P0007076	11	FHE	Health, Human & Public Services	Lesser, Donna	Conferences	2,125
P0007080	12	FQE	Mathematics, Science & Physical Ed	Cybered Inc	Instructional Supplies	1,872
P0007081	12	FQE	Mathematics, Science & Physical Ed	Chemetrics, Inc.	Equip Additional \$200-\$4999	2,031
P0007083	11	FDD	Facilities-Moreno	Victor Concrete	Remodel Projects	10,400
P0007085	11	DME	Model United Nations	American Airlines	Other Travel Expenses	4,770
P0007086	41	ADD	Facilities Planning	Ambient Environmental, Inc	Inspection	1,200
P0007087	41	DDD	Facilities-Riverside	Scholten Roofing Service Company	Bid Award Admin/Assessm Ctr Roof	202,702
P0007088	41	DDD	Facilities-Riverside	Western Single Ply	Bid Award Bradshaw/Dispatch Roof	220,000
P0007090	41	FDD	Facilities-Moreno	Howard Industries	Remodel Projects	1,890
P0007091	11	AJO	Open Campus	National Pen Company	Other Supplies	4,961
P0007092	11	AJN	Dean Health Sciences Programs	Office Depot	Equip Additional \$200-\$4999	1,218
P0007096	11	AMC	Information Services	Signature Technology Group, Inc	Repairs - Parts	13,165
P0007098	12	AJF	Dean of Education	Mississippi Industries For the	Other Supplies	1,714
P0007099	12	AJF	Dean of Education	File of Life, Inc.	Other Supplies	2,030
P0007103	12	DQC	Mathematics	Konica Minolta Business Solutions	Equip Replacement \$5000 >	7,902
P0007104	61	ADF	Risk Management	Schools Excess Liability Fund	Self-Insurance Claims	12,471
P0007112	12	DZK	Student Activities - Intramurals	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,977
P0007116	11	DMA	President-Riverside	ACCCA	Memberships	1,000
P0007118	12	DQB	Life Sciences	Fisher Scientific	Equip Additional \$200-\$4999	29,337
P0007128	12	ENC	Communications	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	56,480
P0007132	12	AZF	EOP&S	Weldon, Williams & Lick	Meal Grants-Food Service Coupons	1,397
P0007140	11	ESB	Business, Engineering & Information Tech	Foundation for California	Computer Software Maint/License	2,155
P0007142	41	FUA	Early Childhood Studies-Moreno	Discount School Supply	Other Supplies	1,005
P0007143	12	FMB	Dean of Instruction, Moreno	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	9,306
P0007144	11	AMC	Information Services	Sans Institute	Conferences	3,195
P0007145	11	AMC	Information Services	Hyatt Regency	Conferences	1,432
P0007152	11	DDD	Facilities-Riverside	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,663
P0007153	12	DQD	Physical Science	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	3,721
P0007156	12	AJV	VTEA	TigerDirect Com	Equip Additional \$200-\$4999	1,939
P0007160	11	AZR	Campus Police	Rainbow Custom Cars	Equip Additional \$200-\$4999	4,200
P0007166	12	FQE	Mathematics, Science & Physical Ed	Fisher Scientific	Equip Additional \$200-\$4999	1,899
P0007167	12	FQE	Mathematics, Science & Physical Ed	Fisher Scientific	Equip Additional \$200-\$4999	3,718

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 2/01/07 thru 2/28/07

PO#	Fund	Location	Department	Vendor	Description	Amount
P0007168	12	DNA	English/Speech/Communications	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	19,580
P0007170	11	FYA	Library-Moreno	Corporate Express	Equip Additional \$200-\$4999	2,750
P0007172	12	FMB	Dean of Instruction-Moreno	Troxell Communications, Inc.	Equip Additional \$200-\$4999	2,079
P0007174	12	EZG	Campus Student Services	Quality Suites	Other Travel Expenses	1,908
P0007175	12	EZG	Campus Student Services	Quality Suites	Other Travel Expenses	1,908
P0007179	12	FHE	Health, Human & Public Services	Reliable Office Solutions	Equip Additional \$200-\$4999	1,886
P0007180	12	FHE	Health, Human & Public Services	Zoll Medical Corporation	Equip Additional \$5000 >	20,552
P0007181	12	FQE	Mathematics, Science & Physical Ed	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	4,119
P0007185	12	FQE	Mathematics, Science & Physical Ed	Denoyer-Geppert Science Co.	Equip Additional \$200-\$4999	5,664
P0007186	12	FQE	Mathematics, Science & Physical Ed	Emergency Medical Products, Inc	Equip Additional \$200-\$4999	1,497
P0007197	12	ACW	Workforce Preparation	Wal-Mart	Other Supplies	1,000
P0007199	12	ACW	Workforce Preparation	Stater Bros. Markets	Other Supplies	1,000
P0007207	41	FUA	Early Childhood Studies-Moreno	Grounds for Play Inc	Equip Additional \$200-\$4999	5,570
P0007212	12	DEB	Performing Arts	Wenger Corporation	Equip Additional \$200-\$4999	10,168
P0007213	11	AZR	Campus Police	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,753

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
2/01/07 thru 2/28/07

PO#	Fund	Location	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and over						
B0000427	11	EDD	Facilities Norco	Chem-Pak	Custodial Supplies	1,800
B0000567	12	FZG	Campus Student Services-Norco	Inland Empire Stages, Ltd.	Transportation Contracts	17,302
B0000996	32	AZM	Food Services	American Paper & Plastics	Paper Products	20,000
B0001361	11	DJA	Academic Affairs	OfficeMax - A Boise Company	Other Supplies	2,000
C0001005	41	DDD	Facilities-Riverside	WCS/CA	Labor Compliance Services	81,765
C0001038	41	DDD	Facilities-Riverside	Borg Pacific Inc	Quad Modernization	210,720
C0001059	41	DDD	Facilities-Riverside	Information Technology Solutions	Quad IT Services	70,724
C0001107	11	AJO	Open Campus	Stage Presence Studio of the Arts	Community Education Presenter	20,000
C0001125	11	AJO	Open Campus	Balloons by Alice Lyons	Community Education Presenter	4,000
C0001126	11	AJO	Open Campus	Adney, Curtis M.	Community Education Presenter	3,000
C0001133	11	ADG	Accounting Services	Oce Financial Services, Inc.	Lease Amendment	10,873
C0001147	41	DDD	Facilities-Riverside	John R. Byerly, Inc.	Quad Remodel Project	184,269
C0001278	11	AXB	Customized Solutions	Computrax, Inc	Computer Training	11,500
P0004038	11	DRA	Physical Education	Center for Healthcare Ed., Inc	Other Services	5,977
P0005014	12	FHE	Health, Human & Public Services	Henry Sechin Inc.	Instructional Supplies	3,543
P0005215	11	AAB	Board of Trustees	Carney & Delany, LLP	Legal	1,346
P0005556	11	DME	Model United Nations	Schinke, Ward	Other Travel Expenses	15,224
P0005627	12	EMA	President-Norco	Parks, Jason	Conferences	1,080
P0005670	12	APR	Performance Riverside	BMI Supply	Equip Additional \$5000 >	13,900
P0005691	12	DWA	Allied Health	Moore Medical Corporation	Equip Additional \$200-\$4999	1,663
P0006146	11	DDD	Facilities-Riverside	Elrod Fence Co., Inc.	Repairs - Parts	3,858
P0006572	12	AJJ	Assoc Dean of Education Programs	Spectrum Industries	Equip Additional \$200-\$4999	4,277
Purchase Orders - Pages 1-6						1,943,914
PO Additions - Page 7						688,820
Purchase Orders \$1,000 and Over						2,632,734
Purchase Orders under \$1,000						140,665
Grand Total						2,773,399

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3

Date: March 20, 2007

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: Art Alcaez
Director, Diversity & Human Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

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 equipment.		
From: Chancellor's Office	Academic Special Project	\$ 3,092
To: College Relations/Special Projects	Equipment Replacement	\$ 3,092
2. Transfer to purchase supplies.		
From: Warehouse	Repairs	\$ 100
To: Warehouse	Supplies	\$ 100
3. Transfer to provide for permanent sign and directional banners for the Riverside Campus.		
From: Public Affairs	Advertising	\$ 1,500
To: Public Affairs	Fixtures and Fixed Equip	\$ 1,500
4. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Title V, Riverside	Consultants	\$ 1,000
To: Title V, Riverside	Supplies	\$ 1,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to reallocate the Cal Works budget. (Fund 12, Resource 1190)		
From: Workforce Prep, Cal Works	Classified FT Admin	\$ 5,000
To: Workforce Prep, Cal Works	Supplies	\$ 500
	Other Services	4,000
	Book Grants	500
6. Transfer to provide funding for a Physician Assistant Program consulting contract, an increase in the lease for the March Dental Education Center facility and termite service for the Alumni House.		
From: Salary Savings	Instr Salaries, Reg FT	\$ 17,000
	Academic FT Administration	20,435
	Classified FT	5,350
To: Physician Assistant Program, MV	Consultants	\$ 17,000
Dental Hygiene Program, MV	Rents and Leases	20,435
Facilities, Riverside	Repairs	5,350
7. Transfer to provide for non-instructional academic salaries for the Middle College High School Program.		
From: Dean of Education	Supplies	\$ 3,000
To: Dean of Education	Academic PT Non-Instr	\$ 3,000
8. Transfer to provide for conference expenses.		
From: Assoc. Vice Chancellor, Instruction	Copying and Printing	\$ 300
	Reference Books	100
To: Assoc. Vice Chancellor, Instruction	Conferences	\$ 400

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to purchase a computer and office furniture and to provide for accreditation related printing costs.			
From:	Academic Affairs	Admin Contingency Acct	\$ 3,500
	Academic Affairs, Accreditation	Other Services	5,000
		Mileage	425
		Conferences	1,575
To:	Academic Affairs	Equipment Replacement	\$ 3,500
	Academic Affairs, Accreditation	Copying and Printing	7,000
10. Transfer to reallocate the Career/Tech Program budget. (Fund 12, Resource 1190)			
From:	Academic Affairs	Supplies	\$ 294,787
		Other Services	154,085
To:	Applied Technologies	Equipment	\$ 98,195
	Early Childhood Studies	Equipment	8,890
	Cosmetology	Equipment	47,000
	Health, Human and Public Services	Equipment	171,037
	Information Systems and Technology	Equipment	123,750
11. Transfer to reallocate the VTEA – Title 1-C budget. (Fund 12, Resource 1190)			
From:	VTEA – Title 1-C	Academic Special Projects	\$ 6,641
		Classified Hourly	8,560
		Classified Overtime	300
		Employee Benefits	308
		Copying and Printing	1,400
		Supplies	2,456
		Software	844
		Instructional Supplies	4,150
		Conferences	35,188
To:	VTEA – Title 1-C	Equipment	\$ 59,847

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
12. Transfer to provide for part-time hourly help.		
From: Rubidoux/Jurupa College Program	Other Services	\$ 5,500
To: Rubidoux/Jurupa College Program	Classified Hourly	\$ 5,500
13. Transfer to reallocate the VTEA – Tech Prep budget. (Fund 12, Resource 1190)		
From: VTEA – Tech Prep	Other Services	\$ 9,500
To: VTEA - Tech Prep	Classified Hourly	\$ 2,000
	Classified Overtime	1,500
	Copying and Printing	6,000
14. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: CACT	Classified FT Admin	\$ 7,248
	Employee Benefits	2,713
To: CACT	Equipment	\$ 9,961
15. Transfer to provide an academic special project to coordinate the Student Services Program Review process.		
From: Student Services, Riverside	Classified Hourly	\$ 5,000
To: Student Services, Riverside	Academic Special Project	\$ 5,000
16. Transfer to purchase a computer. (Fund 32, Resource 3200)		
From: Food Services	Consultants	\$ 2,065
To: Food Services	Equipment Replacement	\$ 2,065

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
17. Transfer to purchase cabinets for the Riverside Campus health clinic. (Fund 12, Resource 1070)		
From: Health Services	Classified FT Supervisor	\$ 5,000
To: Health Services	Fixtures and Fixed Equip	\$ 5,000
18. Transfer to reallocate the Extended Opportunity Programs and Services budget. (Fund 12, Resource 1190)		
From: EOPS	Academic FT Non- Instr	\$ 15,989
	Academic PT Non-Instr	178
	Supplies	800
	Equipment	2,339
To: EOPS	Conferences	\$ 800
	Book Grants	18,506
19. Transfer to reallocate the International Students budget.		
From: International Students	Classified Hourly	\$ 9,000
	Student Help – Non-Instr	3,000
To: International Students	Supplies	\$ 6,000
	Scouting	3,000
	Conferences	3,000
20. Transfer to reallocate the Basic Skills Reappropriation budget. (Fund 12, Resource 1190)		
From: Basic Skills, Riverside	Academic Special Project	\$ 10,000
	Supplies	14,960
To: Basic Skills, Riverside	Instructional Aides, Hourly	\$ 24,960

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
21. Transfer to provide for mileage.		
From: Job Placement	Supplies	\$ 83
To: Job Placement	Mileage	\$ 83
22. Transfer to reallocate the Riverside Campus Matriculation budget. (Fund 12, Resource 1190)		
From: Matriculation, Riverside	Classified FT	\$ 47,547
To: Matriculation, Riverside	Academic PT Non-Instr	\$ 10,000
	Tests	9,991
	Other Services	10,000
	Consultants	10,000
	Conferences	1,000
	Equipment Replacement	6,556
23. Transfer to purchase supplies. (Fund 12, Resource 1050)		
From: College Safety and Police	Other Services	\$ 1,959
To: College Safety and Police	Supplies	\$ 1,959
24. Transfer to purchase supplies.		
From: Performing Arts, Piano Theory	Other Services	\$ 300
To: Performing Arts, Piano Theory	Instructional Supplies	300

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
25. Transfer to purchase a replacement projector unit for BE-200.		
From: Information Systems and Tech	Instructional Supplies	\$ 2,587
To: Information Systems and Tech	Equipment Replacement	\$ 2,587
26. Transfer to provide an academic special project for enrollment management and office and classroom planning for the renovated Quad and to provide for the re-cabling of the Transfer Center.		
From: President, Riverside	Admin Contingency Acct	\$ 6,878
To: President, Riverside Student Services, Riverside	Academic Special Project Fixtures and Fixed Equip	\$ 4,318 2,560
27. Transfer to purchase a color copier.		
From: Applied Technology Occupational Education	Rents and Leases Rents and Leases	\$ 4,800 2,400
To: Applied Technology Occupational Education	Equipment Equipment	\$ 4,800 2,400
28. Transfer to purchase supplies.		
From: Library, Riverside	Comp Software Maint/Lic	\$ 393
To: Library, Riverside	Supplies	\$ 393

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
29. Transfer to purchase repair parts.		
From: Facilities, Norco	Repairs	\$ 8,000
To: Facilities, Norco	Repair Parts	\$ 8,000
30. Transfer to purchase equipment.		
From: Dean of Instruction, Norco	Other Services	\$ 1,590
To: Library, Norco	Equipment	\$ 1,590
31. Transfer to purchase a message board.		
From: Physical and Life Sciences	Instructional Supplies	\$ 400
	Supplies	158
To: Physical and Life Sciences	Fixtures and Fixed Equip	\$ 558
32. Transfer to reallocate the Early Childhood Studies Equipment Project budget. (Fund 41, Resource 4100)		
From: Early Childhood Center, Norco	Equipment	\$ 3,500
Early Childhood Center, MV	Equipment	100
To: Early Childhood Center, Norco	Supplies	\$ 3,500
Early Childhood Center, MV	Supplies	100
33. Transfer to provide for conference expenses.		
From: Dental Hygiene Program	Supplies	\$ 1,589
To: Dental Hygiene Program	Conferences	\$ 1,589

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
34. Transfer to reallocate the Hispanic Serving Institution Co-Op Program budget. (Fund 12, Resource 1190)			
From:	Title V-HSI Co-Op Prog MV/UCR	Classified FT	\$ 20,000
		Other Services	70,000
To:	Title V-HIS Co-Op Prog MV/UCR	Classified Special Project	\$ 10,000
		Student Help – Non-Instr	20,000
		Supplies	2,500
		Conferences	5,000
		Equipment	52,500
35. Transfer to purchase monitors for the assessment center.			
From:	Counseling, MV	Supplies	\$ 640
To:	Counseling, MV	Equipment Replacement	\$ 640
36. Transfer to purchase equipment for the BFAP-SFAA Augmentation budget. (Fund 12, Resource 1190)			
From:	Student Financial Services	Advertising	\$ 728
To:	Student Financial Services	Equipment	\$ 728
37. Transfer to purchase equipment for the Student Equity Program at Moreno Valley.			
From:	Student Services, MV	Supplies	\$ 2,700
To:	Student Services, MV	Equipment	\$ 2,700

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: March 20, 2007

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
38.	Transfer to purchase equipment for the Matriculation Program at the Moreno Valley campus. (Fund 12, Resource 1190)		
From:	Matriculation, MV	Supplies	\$ 3,931
To:	Matriculation, MV	Equipment	\$ 3,931
39.	Transfer to reallocate the Instructional Equipment and Materials budget. (Fund 12, Resource 1190)		
From:	Early Childhood Center, Riverside Dean of Instruction, MV	Equipment Equipment	\$ 3,000 370
To:	Early Childhood Center, Riverside Dean of Instruction, MV	Instructional Supplies Instructional Supplies	\$ 3,000 370

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: March 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 30-06/07
2006-2007 Quadrangle Building Modernization Project - Equipment

Background: The Riverside Community College District was awarded funding for the 2006-2007 Quadrangle Building Modernization Project - Equipment in the amount of \$367,000 from the California Community Colleges. The funds will be used to purchase equipment for the Quad.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$367,000 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. 30-06/07

2006-2007 Quadrangle Building Modernization Project - Equipment

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$367,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 20, 2007.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 30-06/07
 2006-2007 Quadrangle Building Modernization Project - Equipment**

<i>Year</i>	<i>County</i>	<i>District</i>	<i>Date</i>	<i>Fund</i>
07	33	07	3/20/2007	41

<i>FUND</i>	<i>SCHOOL</i>	<i>RESOURCE</i>	<i>PY</i>	<i>GOAL</i>	<i>FUNC</i>	<i>OBJECT</i>	<i>AMOUNT</i>	<i>Object Code Description</i>
41	000	4100	0	0000	0816	8659	367,000 00	REVENUE
								EXPENDITURES
41	DYA	4100	0	7121	0816	6482	367,000 00	Equipment Additional \$5000>

367,000 00	TOTAL INCOME
367,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: March 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 31-06/07
Wells Fargo Bank/RCCD ID Cards

Background: The Riverside Community College District has received funding for the 2006-2007 Wells Fargo Bank/RCCD ID Cards in the amount of \$20,000 from Wells Fargo Inc. The funds will be used to provide software, professional fees for program changes and networking services, software licensing and annual maintenance, conference fees and ISO application fees.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$20,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Steve Gilson
Associate Vice Chancellor, Information Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 31-06/07

Wells Fargo Bank/RCCD ID Cards

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$20,000 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.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 31- 06/07
 2006-2007 Wells Fargo Bank/RCCD ID Cards**

Year County District Date Fund
 07 33 07 3/20/2007 11

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT	Object Code Description
11	000	1000	0	6450	0590	8890	20,000 00	REVENUE
EXPENDITURES								
11	AZA	1000	0	6450	0590	4590	390 00	Supplies
11	AZA	1000	0	6450	0590	5198	4,375 00	Professional Services
11	AZA	1000	0	6450	0590	5220	1,700 00	Conferences
11	AZA	1000	0	6450	0590	5644	2,135 00	Repairs (Hardware Support)
11	AZA	1000	0	6450	0590	5649	5,370 00	Comp. Software Licences
11	AZA	1000	0	6450	0590	5790	750 00	Other
11	AZA	1000	0	6450	0590	6485	5,280 00	Computer Eq. \$200 - \$4999
							20,000 00	TOTAL INCOME
							20,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: March 20, 2007

Subject: Resolution to Amend Budget – Resolution No. 32-06/07
2006-2007 Associate Degree Registered Nursing Program-
Capacity Building for Program Expansion

Background: The Riverside Community College District has received additional funding for the 2006-2007 Associate Degree Registered Nursing Program-Capacity Building for Program Expansion in the amount of \$49,795 from the California Community College Chancellor's Office. The funds will be used to provide additional support for the program in the form of salaries, benefits, and supplies.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$49,795 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
District Dean, Nursing Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 32-06/07

2006-2007 Associate Degree Registered Nursing Program-
Capacity Building for Program Expansion

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 49,795 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 20, 2007.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 32-06/07
 2006-2007 Associate Degree Registered Nursing Program-
 Capacity Building for Program Expansion

Year	County	District	Date	Fund				
07	33	07	3/20/2007	12				
Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	6057	8659	49,795 00	REVENUE
EXPENDITURES								
12	DWA	1190	0	6012	6057	1219	20,138 00	Acad FT Non-Instructional
12	DWA	1190	0	6012	6057	1490	11,218 00	Acad Special Projects
12	DWA	1190	0	6012	6057	3130	2,587 00	Employee Benefits
12	DWA	1190	0	6012	6057	3335	455 00	
12	DWA	1190	0	6012	6057	3430	4,970 00	
12	DWA	1190	0	6012	6057	3530	16 00	
12	DWA	1190	0	6012	6057	3630	411 00	
12	DWA	1190	0	6012	6057	4320	10,000 00	Instructional Supplies
							49,795 00	TOTAL INCOME
							49,795 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-5-a

Date: March 20, 2007

Subject: Award of Bid – Hazardous Materials Building Projects
Moreno Valley and Norco Campuses

Background: The Riverside Community College District solicited an Invitation for Bid for the Hazardous Materials Building Projects at the Moreno Valley and Norco Campuses. On February 28, 2007, bids were received from six vendors. The results were as follows:

<u>Contractor</u>	<u>Moreno Valley</u>	<u>Norco</u>	<u>Total</u>	<u>Location</u>
Cal-Tec Corporation	53,000	53,000	106,000	Westminster
Ronald Butkay Const.	40,680	39,000	79,680	Temecula
ASR Constructors	39,000	39,000	78,000	Riverside
Haley Company	68,250	68,250	136,500	Temecula
Dalke & Sons	54,945	54,945	109,890	Riverside

Based upon review, District staff recommends awarding the total bid, in the amount of \$78,000 to ASR Constructors from Riverside. References for ASR Constructors were checked and found to be satisfactory. Funding will come from Fund 12, budgeted in Resource 1190.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Hazardous Materials Building Projects at the Moreno Valley and Norco Campuses in the amount of \$78,000 to ASR Constructors and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-5-b

Date: March 20, 2007

Subject: Award of Bid – CTP Solutions

Background: The Riverside Community College District solicited an Invitation for Bid for CTP Solutions for the Production Printing department. On March 7, 2007, bids were received from three vendors. The results were as follows:

<u>Vendor</u>	<u>Platerite 4300E CTPO Device</u>	<u>1 yr CTP Customer Support</u>	<u>1 yr TrueFlow Phone Support</u>
Pitman	125,422.44	4,000.00	n/a
FujiFilm	110,371.89	6,141.75	4,848.75
Kelly Paper	Non-Responsive		

Based upon review, District staff recommends awarding the total bid in the amount of \$121,362.39 to FujiFilm Graphic System. An initial payment in the amount of \$65,000 will be made, and the balance of \$56,362.39 will be a five year consumable lease contract. Production Printing is currently purchasing analog plates, plate developer, recording film, film, film chemicals, pre-press and press room supplies. By switching to the CTP system, those supplies will be eliminated and will be replaced with a non-chemical plate processor. In lieu of paying for the above listed supplies, the department will purchase the plates. After five years, the lease will be paid, and there will be a significant cost savings to the District in the prepress and press department. After the completion of the initial one year agreement Riverside Community College will be responsible for the remaining four (4) years of service agreements.

Funding will come from Fund 12, budgeted in Resource 1190.

Recommended Action: It is recommended that the Board of Trustees award a bid for the CTP Solutions bid in the amount of \$121,362.39 to FujiFilm Graphic System 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: March 20, 2007

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 Riverside City College's Athletic Program
Scoreboard and installation materials

International Brotherhood of
Electrical Workers (IBEW)

Estimate Value: \$75,000

Contributed to the EMS Program
2001 Ford commercial ambulance
VIN# 1FDWE35F61HA8617

Lynch Ambulance

Estimate Value: \$15,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: March 20, 2007

Subject: Out-of-State Travel

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

Revisions:

- 1) At the meeting of February 20, 2007, the Board approved out-of-state travel for Mr. Michael Fiedler, student services technician, admissions and records, to travel to Washington, D.C., March 11-14, 2007, to attend the Datatel Users Group 2007 Conference and Expo. Estimated cost: \$1,545.21. Funding source: the general fund. The funding source changed to \$910.21 from the general fund and \$635.00 from staff development funds.

Current:

Moreno Valley Campus:

- 1) Ms. Patricia Bufalino, dean of instruction, to travel to San Antonio, Texas, March 27-31, 2007 to attend the Teaching Latino Students: Perspectives on Culture and Learning Conference. Estimated cost: \$2,835.49. Funding source: Title V Cooperative grant funds.
- 2) Mr. Robert Corona, director, Center for International Trade Development, to travel Vancouver, British Columbia, Canada, April 1-3, 2007, to attend the North American Small Business International Trade Educators International, 20th Annual Conference. Estimated cost: \$1,457.80. Funding source: Center for International Trade and Development grant funds.
- 3) Mr. Robert Corona, director, Center for International Trade Development, to travel to Guangzhou, China, April 14-19, 2007, to attend China Canton Fair Match-making and Sourcing Trade Mission Phase 1. Estimated cost: \$2,769.42. Funding source: Center for International Trade and Development grant funds.
- 4) Ms. Ingrid Wicken, associate professor, physical education, to travel to Dallas, Texas, March 21-24, 2007, to attend the American College of Sports Medicine – Health and Fitness Summit Conference. Estimated cost: \$695.00. Funding sources: \$200.00 from the general fund and \$495.00 from faculty staff development funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: March 20, 2007

Subject: Out-of-State Travel

Norco Campus:

- 1) Ms. Diane Dieckmeyer, associate professor, reading, to travel to Chicago, Illinois, April 9-13, 2007, to attend the American Educational Research Association Conference. Estimated cost: \$2,242.31. Funding sources: \$1,200.00 from the Basic Skills fund and \$1,042.31 will be paid by the employee.
- 2) Mr. David Mills, assistant professor, English, to travel to Nashville, Tennessee, March 21-24, 2007, to attend the National Association of Developmental Education Conference. Estimated cost: \$1,523.00. Funding sources: \$335.00 from Title V grant funds and \$1,188.00 from Basic Skills funds.

Riverside City College:

- 1) Ms. Chani Beeman, district director, diversity, equity and compliance, to travel to Minneapolis, Minnesota, April 26-29, 2007, to attend Diversity in Action: The Local Impact of Globalization. Estimated cost: \$2,659.55. Funding source: the general fund.
- 2) Ms. Sandra Goulsby, assistant director, admissions and records, to travel to Atlanta, Georgia, March 4-7, 2007, to attend the National Association of Campus Card Users Conference. Estimated cost: \$1,698.55. Funding source: the general fund.
- 3) Mr. Henry Jackson, associate professor, welding, applied technology, to travel to New Orleans, Louisiana, April 17-21, 2007, to attend the North American Steel Construction Conference - Upgrade Testing Site License and Certification. Estimated cost: \$2,246.00. Funding source: ASRCC Vocational Industrial Clubs for America trust funds.
- 4) Ms. Marylin Jacobsen, director, Center for International Students and Programs, to travel to Washington, D.C., March 22-27, 2007, to attend a Student Leadership Conference and the NAFSA Washington Symposium. Estimated cost: \$2,020.00. Funding source: the general fund.
- 5) Mr. Richard Keeler, director, grant and contract services, to travel to Cranberry Township, Pennsylvania, April 23-26, 2007, to attend The Compression Planning Advantage Workshop for Grant Developers. Estimated cost: \$3,132.50. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: March 20, 2007

Subject: Out-of-State Travel

- 6) Ms. Renee Kimberling, district director, health services, to travel to San Antonio, Texas, May 29-June 2, 2007, to attend the American College Health Association 2007 Annual Meeting. Estimated cost: \$2,151.89. Funding source: Health Services funds.
- 7) Ms. Cindy Lenzion, grant and contract specialist, grant and contract services, to travel to Cranberry Township, Pennsylvania, April 23-26, 2007, to attend The Compression Planning Advantage Workshop for Grant Developers. Estimated cost: \$2,997.76. Funding source: the general fund.
- 8) Ms. Jill Marks, project director, Gateway to College, workforce preparation, to travel to Portland, Oregon, March 6-8, 2007, to attend Gateway to College Data Base Changes and Review Training. There is no cost to the District.
- 9) Ms. Debra Miller, administrative assistant, diversity, equity and compliance, to travel to Minneapolis, Minnesota, April 26-29, 2007, to attend Diversity in Action: The Local Impact of Globalization. Estimated cost: \$1,748.28. Funding source: the general fund.
- 10) Ms. Kathy Paschke, network specialist, voice, information services, to travel to Irving, Texas, April 29-May 4, 2007, to attend the NEAX 2400 IPX Peer to Peer Training. Estimated cost: \$2,838.30. Funding source: the general fund.
- 11) Chancellor Salvatore Rotella to travel to New York City, New York, April 15-18, 2007, to attend the 34th Annual National Conference on Collective Bargaining in Higher Education and the Professions. Estimated cost: \$1,072.30. Funding source: the general fund.

Salvatore G. Rotella
Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-8-a

Date: March 20, 2007

Subject: Service Agreement with PeopleAdmin

Background: Presented for the Board's review and consideration is a service agreement between Riverside Community College District and PeopleAdmin to establish and maintain an automated internet based system (the "Applicant Tracking Module" or the "PeopleAdmin System") for accepting and processing employment applications on-line via the Web. PeopleAdmin's applicant tracking system is designed specifically for Higher Education. The term of the service agreement is one year. There is a one-time implementation fee of \$6,000.00 and an annual service fee, covering service for the initial term, of \$23,000.00 and a training database fee of \$1,500.00. Total fees not to exceed \$30,500.00. Funding sources: General fund and General Restricted fund.

The service agreement has been reviewed by Ruth Adams, Director of Compliance, Contracts, and Legal Services.

Recommended Action: It is recommended the Board of Trustees approve the service agreement with PeopleAdmin, for an amount not to exceed \$30,500.00, and authorize the Vice Chancellor of Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

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

Service Agreement

PeopleAdmin

Customer Name

Riverside Community College District

Street Address 3845 Market Street	City Riverside	State CA	Zip 92501
--------------------------------------	-------------------	-------------	--------------

In this Service Agreement (the "Agreement") dated effective _____, Customer refers to the organization named above and "PeopleAdmin" refers to PeopleAdmin, Inc., 816 Congress Ave., Suite 1800, Austin, Texas 78701-2482.

PeopleAdmin offers software on a fully hosted basis to assist in automating the acceptance and processing of employment applications. Customer agrees to contract for use of the software, subject to the terms of this Agreement. In consideration of the mutual rights and obligations in this Agreement, the parties agree as follows:

- 1) **SERVICES.** Customer contracts with PeopleAdmin to perform the services described in the attached Exhibit A (the "Services"). Customer authorizes PeopleAdmin to provide the Services and agrees to pay the associated fees.
- 2) **TERM OF AGREEMENT.** The "Implementation Date" is the earlier of a) the date mutually agreed upon in writing by Customer and a PeopleAdmin Implementation Specialist, or b) the date the Customer begins entering live data (not test data) into the PeopleAdmin System (as defined in Exhibit A), or c) 180 days after Customer's first implementation meeting with a PeopleAdmin Implementation Specialist. This Agreement shall extend for twelve (12) months (the "Initial Term") from the Implementation Date and shall automatically renew for subsequent 12-month periods (each, a "Renewal Term"). Either party may terminate this Agreement, for any reason, with at least 30 days written notice to the other party. Termination does not affect Customer's obligation to pay for Services already provided by PeopleAdmin. Upon early termination, PeopleAdmin will provide a pro-rated refund of the Service Fee (as defined in Exhibit A). The Implementation Fee (as defined in Exhibit A) is not refundable after Customer's first implementation meeting with a PeopleAdmin Implementation Specialist.
- 3) **GENERAL PROVISIONS.**
 - a) **Confidential Information.** "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under common or other applicable law, including Customer's job applicant information, personnel data, and hiring criteria, Customer's and PeopleAdmin's forms, PeopleAdmin's software, and the terms of this Agreement. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except as required by law or to that party's attorneys and accountants as reasonably necessary, and (iii) will protect the other party's Confidential Information reasonably and at least as well as it protects its own. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.
 - b) **Intellectual Property.** Except as otherwise provided herein, PeopleAdmin has all right, title, and interest to all types of intellectual property, including but not limited to new forms and form modifications, software, trademarks, and other inventions or technical know-how protectable under patent, copyright, and/or trade secret law ("Intellectual Property"), conceived, discovered, and/or developed, in whole or in part, by PeopleAdmin in the performance of this Agreement.
 - c) **Limited License.** Subject to the terms of this Agreement, PeopleAdmin grants Customer a limited, non-exclusive, non-transferable license to use PeopleAdmin's relevant Intellectual Property during the term of this Agreement solely for Customer's own internal purposes. Customer shall not sell, market, rent, or re-license any aspect of the Intellectual Property. Customer obtains no ownership rights or any other rights in the Intellectual Property, other than those specified herein. Customer grants PeopleAdmin a license to use Customer's non-confidential information (e.g., statistical information) on a consolidated basis as part of PeopleAdmin's overall statistics for marketing and/or analytical purposes.
 - d) **Transferability.** Neither party may transfer, assign, or otherwise dispose of this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party.
 - e) **Independent Contractor.** The relationship of PeopleAdmin and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish PeopleAdmin as a hiring or human resources consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to fiduciary obligations between the parties.
 - f) **Force Majeure.** Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

g) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or representations, oral or written. Except as otherwise provided herein, this Agreement may not be modified except in writing signed by an authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. The titles of sections and subsections are for convenience only and are not to be used in construing any term herein.

4) WARRANTIES, RESPONSIBILITIES, AND LIMITATIONS.

a) Limited Warranty. PeopleAdmin warrants that (i) PeopleAdmin will not refer any applicant processed via PeopleAdmin's system regarding a position at Customer to any other person or entity, and (ii) PeopleAdmin will use commercially reasonable efforts to fulfill its obligations under this Agreement. PeopleAdmin does not warrant that its Services are or will be error free. PeopleAdmin further does not warrant that its electronic files containing information pertaining to Customer and/or Customer's applicants are not susceptible to intrusion, attack or computer virus infection, but given the confidential nature of much of this data, PeopleAdmin will use commercially reasonable efforts to insure and safeguard the security of this data. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, PEOPLEADMIN MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

b) Exclusive Remedies. For any breach of the warranties set forth above, PeopleAdmin's entire liability and Customer's exclusive remedy shall be correction of the errors that cause the breach, or if PeopleAdmin is unable to provide Services as warranted, Customer shall be entitled to credit for the fees for the non-performing Services for the period of non-performance.

c) No Liability for Customer Procedures. PeopleAdmin carries out procedures specified solely by Customer, and PeopleAdmin expressly denies all liability for PeopleAdmin's implementation of Customer's procedures including, but not limited to, Customer's hiring and screening criteria. Customer is solely responsible for determining the scope and extent of the Services provided by PeopleAdmin, and Customer is entirely responsible for reviewing the Services provided by PeopleAdmin on Customer's behalf to ensure compliance with Customer's procedures. PeopleAdmin makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship, gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, PeopleAdmin reserves the right to refuse to implement such procedures or criteria.

d) Customer's Responsibility. To the extent permitted by applicable law, Customer will be responsible for and will reimburse PeopleAdmin for all costs and expenses incurred by PeopleAdmin (including, without limitation, reasonable attorney's fees, expenses of litigation and damages) arising from Customer's or its officers' or employees' negligence, PeopleAdmin's implementation of Customer's procedures in accordance with this Agreement, the violation by Customer's procedures of any applicable statutory or regulatory requirements, or a claim by any Customer job applicant or employee arising from Customer's procedures or the acts or omissions of Customer's officers, employees or agents.

e) PeopleAdmin's Limited Liability. Customer agrees that regardless of the form of any claim Customer may have under this Agreement or otherwise, PeopleAdmin's liability for damages to Customer will not exceed the fees paid by Customer under this Agreement for the 12 months immediately preceding the date on which the claim arose. PeopleAdmin will not be liable for damages arising from any breach, unauthorized access, misuse of, or intrusion into the Customer's data residing on PeopleAdmin's equipment. PEOPLEADMIN WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS RESULTING FROM THE USE OF THE SERVICES, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR THE LIMITED WARRANTY, EVEN IF PEOPLEADMIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Authorized Customer Signature

Date

PeopleAdmin Signature

Date

Printed Name

Title

Printed Name

Title

Exhibit A

1) PRIMARY CONTACT. The primary Customer contact for this Service is:

Customer contact name	Phone	E-mail
Arturo Alcaraz	(951) 328-3871	arturo.alcaraz@rcc.edu

- 2) SERVICE. PeopleAdmin will establish and maintain an automated Internet based system (the "Applicant Tracking Module" or the "PeopleAdmin System") for accepting and processing Customer employment applications. PeopleAdmin will provide and maintain the systems established to provide this service, including maintenance of all computer hardware and software. The system shall provide the following functions: a.) allow job candidates to complete and submit an employment application on-line; b.) allow candidates to review the status of their employment application on-line; c.) allow staff to electronically screen candidates for minimum qualifications using job specific multiple choice qualification questions; d.) allow employment department staff to electronically forward candidates to appropriate hiring managers; e.) allow hiring managers to create job requisitions on-line; f.) review applications and resumes from candidates on-line; and g.) update the status of candidates.
- 3) TECHNICAL SUPPORT. PeopleAdmin will provide e-mail and toll-free telephone technical support for up to 10 individuals specified by the Customer. Normal technical support hours will be 8:30am - 5:00pm central time, Monday-Friday, excluding certain nationally recognized holidays. Additionally, a 24-hour, 7-day a week a toll free telephone number will be available for reporting of emergency situations.
- 4) TRAINING. PeopleAdmin will provide comprehensive on-site training in the use and maintenance of the PeopleAdmin System for up to 30 members of Customer's staff. This training will be conducted at Customers location and for approximately one (1) day. All costs of this training (includes travel, meals, materials, etc.) are included in the Implementation Fee. If Customer cancels any confirmed onsite appointment within three weeks of the scheduled date, the Customer must reimburse PeopleAdmin all associated travel costs already incurred (including air fare).
- 5) TRAINING WEB SITE. Upon request, PeopleAdmin will establish a separate version of Customer's primary PeopleAdmin System web site which may be used for training purposes. The training web site is a replica of Customer's live web site, but the training web site data is completely separate from the live web site data. There is a one-time fee of \$1,500 to establish a training web site. This is an optional service.
- 6) DATA INTEGRATION. Upon request, PeopleAdmin will create customized data import or export routines for Customer. For customized data import routines, Customer will be responsible for providing PeopleAdmin with a data file in either a delimited text or Microsoft Excel format. For customized data export routines, Customer will be responsible for identifying the data fields that should be exported, the frequency of the export and the delivery location for the exported file. Custom data exports or imports may run as frequently as daily. A one-time setup fee of \$1,000 will be due for each customized import routine and \$500 for each customized export routine. An annual service and maintenance fee of \$500 per export and \$1,000 per import will be due upon commencement of the routine. Maintenance includes routine review, updates to support changes to the PeopleAdmin database system, and troubleshooting of errors. This is an optional service.
- 7) IMPLEMENTATION. The implementation process will consist of a series of telephone conference calls between the Customer and a PeopleAdmin Implementation Specialist and one on-site visit of 1-2 days duration by a PeopleAdmin Implementation Specialist. The total cost of the implementation process (including travel, meals, materials, etc.) is included in the Implementation Fee specified below.
- 8) DATA DOWNLOAD. Encrypted copies of Customer's current PeopleAdmin System data will be available for download in a mutually acceptable format via a password protected FTP site created for Customer by PeopleAdmin.
- 9) FEES. A one-time Implementation Fee of \$6,000 and an annual Service Fee covering service for the Initial Term of \$23,000 are due upon execution of this Agreement. An annual Service Fee, to be determined by PeopleAdmin, will be due for each Renewal Term no later than 30 days before the first day of such Renewal Term. PeopleAdmin will submit an invoice to Customer at least 60 days before the expiration of the Initial Term or any Renewal Term for the annual Service Fee for the Renewal Term following such expiration. This Agreement is void unless executed by Customer and delivered to PeopleAdmin on or before March 1, 2007.
- 10) OTHER TERMS AND CONDITIONS. The Implementation Fee will be reduced by \$1,000 if Customer returns an executed copy of this Agreement to PeopleAdmin on or before March 1, 2007.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-b

Date: March 20, 2007

Subject: Agreement with Music Theatre International

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Music Theatre International to provide royalty, rental, security fees, and logo pack for the license of a non-equity production of "Urinetown." These materials will be used by the RCC Theatre Department. The term of the agreement is for October 25, 2007 through October 28, 2007, for a fee of \$1,613.75. Funding source: General Fund (\$1,213.75) and ASRCC Trust Fund (\$400.00).

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for October 25, 2007 through October 28, 2007, for an amount not to exceed \$1,613.75, 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

MTI PRODUCTION CONTRACT

Your MTI Rep: ADAM HETRICK
Your MTI Account Number: 0008644
Contract Number: 0384048

Licensee:

RIVERSIDE COMMUNITY COLLEGE
C/O: JODI JULIAN
4800 MAGNOLIA AVENUE
THEATRE DEPARTMENT
RIVERSIDE, CA 92506

TELE#: 951-222-8739 FAX: 951-328-3535
E-MAIL: jodi.julian@rcc.edu

- REPRINT -

Contract Issue Date: 01/29/07
Contract Expiration Date: 03/12/07
Valid For Performances From: 10/25/07 - 10/28/07

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
URINETOWN



SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$135.00 For Each Regular, Benefit or Other Performance

Provisions:

Seating Limited to 100 per Performance

SECURITY DEPOSIT

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

RENTAL FEE

\$450.00 for a standard set of materials or any part thereof

Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION
 COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: ADAM HETRICK
 Your MTI Account Number: 0008644
 Contract Number: 0384048

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: RIVERSIDE COMMUNITY COLLEGE
 Name of Show: URINETOWN
 Name and address of performance space/venue: RIVERSIDE COMMUNITY COLLEGE
 4800 MAGNOLIA AVENUE , RIVERSIDE, CA 92506
 Date(s) of performance(s): 10/25/2007 - 10/28/2007 Contract Expires: 03/12/2007
 Please list number of performances for each calendar month: _____

SHIP WITH: Partial/Alternate Orchestration Full Orchestration No Orchestration
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for 5 performance(s) @ \$ 135.00 per performance, a total of \$ 675.00

RENTAL: \$450.00 for a standard set of materials or any part thereof \$ 450.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X _____ months \$ _____

SECURITY FEE: \$ * 400.00 (ASR)

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 50.00

SALES TAX (CA, NY, NJ, MN): NY & MN: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 7.750% \$ 38.75

TOTAL: \$ 1613.75

TOTAL AMOUNT ENCLOSED: \$ _____

OUTSTANDING OBLIGATIONS: \$ _____

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) RUSH SECOND DAY GROUND

Shipping Address: _____

(NO P.O. BOXES)

City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Exp. Date _____

Name on Card: _____

Signature: _____ Amount: _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

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

ACCEPTANCE

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

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT CONFIRMATION

LICENSEE COPY

Your MTI Rep: ADAM HETRICK
Your MTI Account Number: 0008644
Contract Number: 0384048

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: RIVERSIDE COMMUNITY COLLEGE
Name of Show: URINETOWN
Name and address of performance space/venue: RIVERSIDE COMMUNITY COLLEGE
4800 MAGNOLIA AVENUE , RIVERSIDE, CA 92506

Date(s) of performance(s): 10/25/2007 - 10/28/2007 Contract Expires: 03/12/2007
Please list number of performances
for each calendar month: _____

SHIP WITH: Partial/Alternate Orchestration Full Orchestration No Orchestration
(check one) (if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for 5 performance(s) @ \$ 135.00 per performance, a total of \$ 675.00

RENTAL: \$450.00 for a standard set of materials or any part thereof \$ 450.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X _____ months \$ _____

SECURITY FEE: \$ * 400.00 (ASK)

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 50.00

SALES TAX (CA, NY, NJ, MN): NY & MN: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 7.750% \$ 38.75

TOTAL: \$ 1613.75

TOTAL AMOUNT ENCLOSED: \$ _____

OUTSTANDING OBLIGATIONS: \$ _____

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) RUSH SECOND DAY GROUND

Shipping Address: _____

(NO P.O. BOXES)

City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Exp. Date _____

Name on Card: _____

Signature: _____ Amount: _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

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

ACCEPTANCE

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

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MAY KEEP THIS PAGE FOR YOUR RECORDS

ADDITIONAL MATERIALS

Your MTI Rep: ADAM HETRICK
 Your MTI Account Number: 0008644
 Contract Number: 0384048

STANDARD RENTAL SET

URINETOWN

Your Standard Rental Set of Materials will include:

Rehearsal Set:

- 25 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE ACT 1
- 2 PIANO CONDUCTOR'S SCORE ACT 2

Orchestration: The Standard Rental Set includes the complete standard orchestration parts.
 For orchestration details (and/or options) please view the attached ORCHESTRATION sheet(s).

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY	COST EACH	TOTAL
ADDITIONAL MATERIALS			
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x \$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	_____	x \$ 15.00	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	_____	x \$ 15.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00) (Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)	_____	x \$ 15.00	= \$ _____
THEATRICAL RESOURCES			
LOGO PAK	<u> 1 </u>	x \$ 50.00	= \$ <u> 50.00 </u>
REFERENCE RECORDING	_____	x \$ 20.00	= \$ _____
REHEARSCORE	_____	x \$ 250.00	= \$ _____
TRANSPOSITIONS-ON-DEMAND (Call for Pricing)	_____		
T-SHIRT SIX PAK: ADULT MEDIUM	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT LARGE	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT SMALL	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT X-LARGE	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT XX-LARGE	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: CHILD MEDIUM	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: CHILD SMALL	_____	x \$ 75.00	= \$ _____
T-SHIRT SIXPAK: CHILD LARGE	_____	x \$ 75.00	= \$ _____

Add total for all items here.

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ 50.00
 You MUST return this form along with your contract to receive materials.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ADAM HETRICK
 Your MTI Account Number: 0008644
 Contract Number: 0384048

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	PERCUSSION	
1	_____	REED 1	ALTO SAXOPHONE, BASS CLARINET, CLARINET, SOPRANO SAX
1	_____	TROMBONE	BASS TROMBONE, EUPHONIUM, TROMBONE

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: ADAM HETRICK
Your MTI Account Number: 0008644
Contract Number: 0384048

SHOW BILLING CREDITS

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

URINETOWN, THE MUSICAL		(100%)
Music and Lyrics	Book and Lyrics	(50%)
Mark Hollmann	Greg Kotis	(50%)
URINETOWN was produced on Broadway in September, 2001 by the Araca Group and Dodger Theatricals in association with TheaterDreams, Inc., and Lauren Mitchell		(33%)
		(33%)

MTI BILLING

In accordance with the **Dramatic Performing Rights License**, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

URINETOWN
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
421 West 54th Street, New York, NY 10019
Phone: 212-541-5684 Fax: 212-397-4684
www.MTIShows.com

VIDEOTAPING WARNING

This license does **NOT** grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for \$75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION I

Your MTI Rep: ADAM HETRICK
Your MTI Account Number: 0008644
Contract Number: 0384048

BUSINESS OFFICE

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

MTI MUSIC LIBRARY

Phone: (631) 491-0670
Music Theatre International
37 Edison Avenue
West Babylon, NY 11704

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

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

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

I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI's prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. **Recording:** This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing.
 - b. **Broadcast:** Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
 - a. **Author/Creator:** You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
 - b. **MTI:** You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:
“**[Name of Play]** is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 421 West 54th Street, New York, NY 10019
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com”
 - c. If your program contains cast and/or creative team bios, we encourage you to include bios for the authors as well as the MTI bio. Bios can be found on our website at www.MTIShows.com/programbios or obtained by request from MTI.
 - d. You must include the following warning in your program:
“**The videotaping or other video or audio recording of this production is strictly prohibited.**”
 - e. **Logos:** You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
 - f. **Merchandise:** You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: ADAM HETRICK
Your MTI Account Number: 0008644
Contract Number: 0384048

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

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

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

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.
4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: ADAM HETRICK
Your MTI Account Number: 0008644
Contract Number: 0384048

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

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

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

III. MATERIALS RENTAL PROVISIONS

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

RETURN ALL MATERIALS TO:

**Music Theatre International
37 Edison Avenue
West Babylon, NY 11704**

Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-c

Date: March 20, 2007

Subject: Agreement with Glenn Morrissette

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Glenn Morrissette to provide services as the guest speaker/presenter for the RCC Music Department Digital/Audio Program. The term of the agreement is for April 24, 2007, for a fee of \$250.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement for April 24, 2007, for an amount not to exceed \$250.00, 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
Charles Richard
Associate Professor, Music

AGREEMENT BETWEEN GLENN MORRISSETTE AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 21st day of March 2007, by and between GLENN MORRISSETTE, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: Guest Speaker/Presenter for the RCC Music Department Digital/Audio Program.
 - a. The services will be provided at: Riverside City Campus.
 - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be April 24, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$250.00 payable after receipt of invoice.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Contractor shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.
7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and District.
8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year noted below.

Riverside Community College District

Glenn Morrissette

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-d

Date: March 20, 2007

Subject: Agreement with Kye Palmer

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Kye Palmer to provide services as the guest artist for the RCC Music Department Jazz Festival. The term of the agreement is for May 12, 2007, for a fee of \$1,500.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for May 12, 2007, for an amount not to exceed \$1,500.00, 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
Charles Richard
Associate Professor, Music

AGREEMENT BETWEEN KYE PALMER AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 21st day of March 2007, by and between KYE PALMER, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: Guest Artist for the RCC Music Department Jazz Festival.
 - a. The services will be provided at: Riverside City Campus.
 - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be May 12, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$1500.00 payable after receipt of invoice.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Contractor shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.
7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and District.
8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year noted below.

Riverside Community College District

Kye Palmer

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-e

Date: March 20, 2007

Subject: Agreement with Bi-Coastal Music, Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Bi-Coastal Music, Inc. to provide services as guest artist for the RCC Music Department Jazz Concert. The term of the agreement is for May 20, 2007, for a fee of \$500.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for May 20, 2007, for an amount not to exceed \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Vice President of Academic Affairs
Charles Richard
Associate Professor, Music

AGREEMENT BETWEEN BI-COASTAL MUSIC, INC. AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 21st day of March 2007, by and between BI-COASTAL MUSIC, INC., hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: Guest Artist for the RCC Music Department Jazz Concert.
 - a. The services will be provided at: Riverside City Campus.
 - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be May 20, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$500.00 payable after receipt of invoice.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Contractor shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.
7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and District.
8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year noted below.

Riverside Community College District

Bi-Coastal Music, Inc.

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-f

Date: March 20, 2007

Subject: Agreement with Karen Vargo

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Karen Vargo to provide stage managing services for the Performance Riverside production of "Man of La Mancha." The term of this agreement is for April 1, 2007 through June 17, 2007. The total fee for this agreement is \$2,500.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 1, 2007 through June 17, 2007, for \$2,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
KAREN VARGO

THIS AGREEMENT is made and entered into on this March 21, 2007, by and between Karen Vargo, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide stage managing services during "Man of La Mancha".
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from April 1, 2007 through June 17, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$2,500.00 payable after receipt of invoice on the following date:

Man of La Mancha

\$2,500.00 payable on 6/17/07

5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Contractor 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.
7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Karen Vargo
920 Oceanview Ave. Unit D
Monrovia, CA 91016

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-g

Date: March 20, 2007

Subject: Agreements with Music Theatre International

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Music Theatre International to provide royalties, security deposits, music rental fees, sales tax, and shipping and handling, for professionally licensed productions of "West Side Story", "Seussical™" and "Thoroughly Modern Millie." These materials will be used by Performance Riverside to mount three productions. The terms of these agreements are from March 21, 2007 through September 23, 2007, March 21, 2007 through November 18, 2007 and March 21, 2007 through June 18, 2008, respectively. The fees for these agreements are \$9,700.00, \$6,000.00 and \$9,700.00, including 10%, 11%, and 12%, respectively, of the gross receipts whichever is greater. Funding source: General Fund.

The agreements have been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ruth W. Adams, Director, Contracts, Compliance and Legal Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for March 21, 2007 through September 23, 2007, November 18, 2007 and June 18, 2007, respectively, for \$9,700, \$6,000.00, and \$9,700.00, 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

MTI PRODUCTION CONTRACT

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

Licensee:

PERFORMANCE RIVERSIDE
C/O: GRETA COHEN
4800 MAGNOLIA AVENUE
RIVERSIDE, CA 92506 1299

TELE#: 951-222-8399 FAX: 951-222-8940
E-MAIL: greta.cohen@rcc.edu

- REPRINT -

Contract Issue Date: 02/09/07
Contract Expiration Date: ~~03/28/07~~ 09/24/2007
Valid For Performances From: 09/14/07 - 09/23/07

THIS IS A LICENSE FOR A PROFESSIONAL PRODUCTION OF:
WEST SIDE STORY



SPECIAL CONDITIONS

ROYALTY

GUARANTEE OF \$7500.00 AGAINST 10.00% OF THE
RECEIPTS, WHICHEVER IS GREATER.

SECURITY DEPOSIT

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

RENTAL FEE

\$800.00 for a standard set of materials or any part thereof

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and **MUST** be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION
 COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385843

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: PERFORMANCE RIVERSIDE
 Name of Show: WEST SIDE STORY
 Name and address of performance space/venue: LANDIS AUDITORIUM
 RIVERSIDE CITY CAMPUS 4800 MAGNOLIA AVENUE, RIVERSIDE, CA 92506 1299 09/24/2007
 Date(s) of performance(s): 09/14/2007 - 09/23/2007 Contract Expires: ~~09/23/2007~~

SHIP WITH: Partial/Alternate Orchestration Full Orchestration No Orchestration
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: A guarantee of \$7500.00 against 10.00% of the gross box office receipts, whichever is greater. (See attached rider for further details.) Total royalty guarantee \$ 7,500.00

RENTAL: \$800.00 for a standard set of materials or any part thereof performance for a standard set of materials. Total rental \$ 800.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X --0-- months \$ --0--

SECURITY FEE: \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ --0--

SALES TAX (CA, NY, NJ, MN): NY & MN: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 7.750% \$ 62.00

TOTAL: \$ 8,762.00

ADVANCE REQUIRED UPON SIGNING THIS CONTRACT: \$ 8,700.00

TOTAL AMOUNT ENCLOSED: \$ 8,700.00

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) RUSH SECOND DAY GROUND
 Shipping Address: 4800 MAGNOLIA AVENUE
(NO P.O. BOXES)
 City: RIVERSIDE State: CA Zip/Postal Code: 92506

PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
 CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS
 Card Number: _____ Exp. Date _____
 Name on Card: _____
 Signature: _____ Amount: _____
PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

ACCEPTANCE

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

PRINT YOUR NAME DR. JAMES BUYSSE TITLE VICE CHANCELLOR ADMIN&FINANCE
 AUTHORIZED SIGNATURE _____ DATE _____
 DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT CONFIRMATION LICENSEE COPY		Your MTI Rep: RUSSELL OCHOCKI Your MTI Account Number: 6472070 Contract Number: 0385843	
CONFIRMATION OF PERFORMANCE INFORMATION			
Name of Organization: PERFORMANCE RIVERSIDE			
Name of Show: WEST SIDE STORY			
Name and address of performance space/venue: LANDIS AUDITORIUM RIVERSIDE CITY CAMPUS 4800 MAGNOLIA AVENUE, RIVERSIDE, CA 92506 1299			
Date(s) of performance(s): 09/14/2007 - 09/23/2007		Contract Expires: 09/24/2007 09/23/2007	
SHIP WITH: <input type="checkbox"/> Partial/Alternate Orchestration <input checked="" type="checkbox"/> Full Orchestration <input type="checkbox"/> No Orchestration <small>(check one) (If "Partial," you MUST mark the required parts on the Orchestration DETAILS sheet, and return a copy with your signed contract.)</small>			
ROYALTY: A guarantee of \$7500.00 against 10.00% of the gross box office receipts, whichever is greater. (See attached rider for further details.) Total royalty guarantee		\$ 7,500.00	
RENTAL: \$800.00 for a standard set of materials or any part thereof performance for a standard set of materials. Total rental		\$ 800.00	
ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X 0 months		\$ --0--	
SECURITY FEE:		\$ 400.00	
ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page):		\$ --0--	
SALES TAX (CA, NY, NJ, MN): NY & MN: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 7.750%		\$ 62.00	
TOTAL:		\$ 8,762.00	
ADVANCE REQUIRED UPON SIGNING THIS CONTRACT:		\$ 8,700.00	
TOTAL AMOUNT ENCLOSED:		\$ 8,700.00	
SHIPPING			
Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.			
Special Shipping Instructions: (check one) <input type="checkbox"/> RUSH <input checked="" type="checkbox"/> SECOND DAY <input type="checkbox"/> GROUND			
Shipping Address: 4800 Magnolia Avenue			
(NO P.O. BOXES)			
City: Riverside		State: CA Zip/Postal Code: 92506	
PAYMENT			
<input type="checkbox"/> CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)			
<input type="checkbox"/> CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS			
Card Number: _____		Exp. Date _____	
Name on Card: _____			
Signature: _____		Amount: _____	
<small>PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK</small>			
ACCEPTANCE			
By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense			
PRINT YOUR NAME <u>DR. JAMES BUYSSE</u>		TITLE <u>VICE-CHANCELLOR ADMIN&FINANCE</u>	
AUTHORIZED SIGNATURE _____		DATE _____	
DAYTIME TELEPHONE _____		EMAIL _____	
YOU MAY KEEP THIS PAGE FOR YOUR RECORDS			
MUSIC THEATRE INTERNATIONAL • 421 West 54th Street, New York, NY 10019 • (212) 547-4684 • Fax (212) 397-4584 • Licensing@MTIShows.com • www.MTIShows.com			PAGE 3

ADDITIONAL MATERIALS

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385843

STANDARD RENTAL SET

WEST SIDE STORY
 Your Standard Rental Set of Materials will include:

- Rehearsal Set:**
 24 LIBRETTO/VOCAL BOOK
 1 PIANO CONDUCTOR'S SCORE ACT 1
 1 PIANO CONDUCTOR'S SCORE ACT 2
 1 PIANO VOCAL SCORE
 1 STUDY GUIDE

Orchestration: The Standard Rental Set includes the complete standard orchestration parts.
 For orchestration details (and/or options) please view the attached ORCHESTRATION sheet(s).

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY	COST EACH	TOTAL
ADDITIONAL MATERIALS			
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____ x	\$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	_____ x	\$ 15.00	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	_____ x	\$ 15.00	= \$ _____
PIANO VOCAL SCORE (Replacement Fee \$80.00)	_____ x	\$ 20.00	= \$ _____
STUDY GUIDE	_____ x	\$ 5.95	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00) (Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)	_____ x	\$ 15.00	= \$ _____
THEATRICAL RESOURCES			
CHOREOGRAPHY MANUAL (Replacement Fee \$400.00)	_____ x	\$ 100.00	= \$ _____
FULL SCORE VOL. 1 OF 4 (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
FULL SCORE VOL. 2 OF 4 (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
FULL SCORE VOL. 3 OF 4 (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
FULL SCORE VOL. 4 OF 4 (Replacement Fee \$100.00)	_____ x	\$ 25.00	= \$ _____
LOGO PAK	_____ x	\$ 50.00	= \$ _____
REFERENCE RECORDING	_____ x	\$ 20.00	= \$ _____
REHEARSCORE	_____ x	\$ 250.00	= \$ _____
STAGE MANAGER SCRIPT	_____ x	\$ 25.00	= \$ _____
STUDY GUIDE	_____ x	\$ 5.95	= \$ _____
TRANSPOSITIONS-ON-DEMAND (Call for Pricing)	_____ x	\$ _____	= \$ _____
T-SHIRT SIX PAK: ADULT MEDIUM	_____ x	\$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT LARGE	_____ x	\$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT SMALL	_____ x	\$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT X-LARGE	_____ x	\$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT XX-LARGE	_____ x	\$ 75.00	= \$ _____
T-SHIRT SIX-PAK: CHILD MEDIUM	_____ x	\$ 75.00	= \$ _____
T-SHIRT SIX-PAK: CHILD SMALL	_____ x	\$ 75.00	= \$ _____
T-SHIRT SIXPAK: CHILD LARGE	_____ x	\$ 75.00	= \$ _____

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ _____

You MUST return this form along with your contract to receive materials.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385843

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION			DOUBLINGS
BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	
1	_____	BASS	
1	_____	CELLOS	
1	_____	GUITAR	CLASSICAL GUITAR, ELECTRIC GUITAR
1	_____	HORNS 1 & 2	
1	_____	PERCUSSION 1 (MALLETS)	
1	_____	PERCUSSION 2 (DRUMS)	
1	_____	PIANO	CELESTE, PIANO
1	_____	REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO
1	_____	REED 2	Bb CLARINET, BASS CLARINET, Eb CLARINET
1	_____	REED 3	Bb CLARINET, BARITONE SAXOPHONE, BASS CLARINET
			ENGLISH HORN, FLUTE, OBOE, PICCOLO, TENOR SAXOPHONE
1	_____	REED 4	BASS CLARINET, BASS SAXOPHONE, CLARINET, FLUTE, PICCOLO
			SOPRANO SAX
			BASSOON
1	_____	REED 5	
1	_____	TROMBONE 1	
1	_____	TROMBONE 2	
1	_____	TRUMPET 1	
1	_____	TRUMPET 2	
1	_____	TRUMPET 3	
2	_____	VIOLINS	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

ORCHESTRATION

ALTERNATE ORCHESTRATION

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385843

Below is a detailed list of all orchestra parts available for this title in the Alternate Orchestration, along with doublings. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

PLEASE NOTE: YOU MAY EITHER ORDER THE STANDARD ORCHESTRATION OR ALTERNATE ORCHESTRATION. YOU MAY NOT ORDER ORCHESTRATION PARTS FROM BOTH ORCHESTRATIONS FOR THE SAME PRODUCTION

ALTERNATE ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	ALT:BASS	
1	_____	ALT:REED 2	PICCOLO, FLUTE, Eb CLARINET, Bb CLARINET
1	_____	ALT:REED 3	TENOR SAXOPHONE, PICCOLO, FLUTE, Bb CLARINET
1	_____	ALT:REED 4	Bb CLARINET, BASS CLARINET, BARITONE SAXOPHONE
1	_____	ALT:REED 5	BASSOON
1	_____	ALT:TROMBONE	
1	_____	ALT:TRUMPET 1	
1	_____	ALT:TRUMPET 2	
1	_____	ALT:VIOLIN 1&2	
1	_____	ALT:VIOLIN 3	
1	_____	ALT:CELLO	
1	_____	ALT:DRUMS	FINGER CYMBAL, GLOCKENSPIEL, GUIRO, KIT
			SUSPENDED CYMBAL, TAM-TAM, TAMBOURINE, TEMPLE BLOCKS, T
			ELECTRIC GUITAR, CLASSICAL GUITAR
1	_____	ALT:GUITAR	
1	_____	ALT:HORN	
1	_____	ALT:SYNTHESIZER	
1	_____	ALT:PERCUSSION	TIMBALES, TYMPANI, VIBRAPHONE, WHISTLE, WOOD BLOCK
			XYLOPHONE
			BONGO
			CASTANETS
			CHIMES
			CLAVE
			CONGA
			COWBELL
			TAMBOURINE
			TAM-TAM
			SUSPENDED CYMBAL
			SLIDE WHISTLE
			RACHET
			MARACAS
			GUIRO
			GOURD
			GLOCKENSPIEL
			FINGER CYMBAL
			CYMBAL
			PIANO, CELESTE
1	_____	ALT:PIANO	PICCOLO, FLUTE, Bb CLARINET, ALTO SAXOPHONE
1	_____	ALT:REED 1	
1	_____	ALT: ERRATA	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

SHOW BILLING CREDITS

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

"WEST SIDE STORY"
Based on a Conception of JEROME ROBBINS
Book by ARTHUR LAURENTS Music by LEONARD BERNSTEIN Lyrics by STEPHEN SONDHEIM

: Entire Original Production Directed :
: and Choreographed by JEROME ROBBINS :

Originally Produced on Broadway by Robert E. Griffith and Harold S. Prince
By Arrangement with Roger L. Stevens

In relation to the title "WEST SIDE STORY" which should be the largest in size, type & bold print, the names of the creators ARTHUR LAURENTS, LEONARD BERNSTEIN, STEPHEN SONDHEIM and JEROME ROBBINS shall be 75% of the title in size, type and bold print. The phrase "Based on a conception of Jerome Robbins" shall be 25% of the title in size, type and bold print. The creator's name JEROME ROBBINS in the box shall also be 75% of the title in size, type and bold print. No name of any Author in any capacity shall be larger than any other Author's name.

MTI BILLING

In accordance with the **Dramatic Performing Rights License**, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

WEST SIDE STORY
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
421 West 54th Street, New York, NY 10019
Phone: 212-541-4684 Fax: 212-397-4684
www.MTIShows.com

VIDEOTAPING WARNING

This license does NOT grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for \$75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE SECTION I

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

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

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

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

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:
a) you have read and understood the terms, conditions and provisions set forth below;
b) you are authorized to enter into the Production Contract on behalf of Licensee; and
c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI’s prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph 1.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. Except for the usual right to advertise and publicize the Play by means of print, radio and television, including TV commercials and B-Roll (in which no radio or television commercial produced by Producer shall contain excerpts from the Play in excess of 60 seconds), Producer is prohibited from recording, reproducing, televising, videotaping or broadcasting the Play or any portion of it by any means whatsoever except non-professional taping with one camera strictly for rehearsal purposes. This prohibition includes the use or creation of taped music accompaniment, whether on cassette, CD, computer diskette or any other format. Any violation of this paragraph will be deemed willful infringement of the copyright of the Author(s) and shall automatically terminate this License without prejudice to the other rights and remedies that may be available to the Authors and/or MTI at law or in equity.
4. **Program/Poster/Advertising Credits**
 - a. Author/Creator: The Play shall be billed in all programs, houseboards, displays, advertising and publicity in the manner indicated in the Production Contract. The authors are to receive billing credit in all forms of publicity and advertising under the control of the Producer where and whenever the title of the Play appears, immediately following the title of the Play. No billing shall appear in type larger or more prominent than the billing to the authors, except for the title of the Play, provided, however, that such billing need not be accorded on marquees, or in ABC or teaser ads, or in radio or television ads, or in print ads of less than one-quarter page in which only the director, the title of the Play, the name of the theatre, and/or critics appear.
 - b. You must include both (i) author bios and (ii) the MTI bio in your program. Bios may be found on our website at www.mtishows.com/programbios or may be obtained by request from MTI. You must also give appropriate credit to Music Theatre International on the title page of your program as follows: **[Name of Play] is presented through special arrangement with Music Theatre International [MTI]. All authorized performance materials are also supplied by MTI, New York, NY.**
Tel: 212-541-4684. Fax: 212-397-4684. www.mtishows.com
 - c. You must include the following warning in your program:
“The videotaping or other video or audio recording of this production is strictly prohibited.”
 - d. Logos: You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
 - e. Merchandise: You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

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

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

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

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.
4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

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

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

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

III. MATERIALS RENTAL PROVISIONS

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

RETURN ALL MATERIALS TO:

Music Theatre International
37 Edison Avenue
West Babylon, NY 11704

Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER
COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

PROFESSIONAL LICENSE RIDER

NAME OF SHOW: WEST SIDE STORY

Contract dated 02/09/07 between Music Theatre International (MTI) and PERFORMANCE RIVERSIDE ("You")

I. ROYALTY

- A. Royalty: You agree to pay Music Theatre International a royalty of Ten percent (10%) of the gross box office receipts of the Play hereunder.
- B. You agree to pay MTI a guaranteed royalty of Seven Thousand Five Hundred (\$7,500) dollars.
- C. You further agree to deliver to MTI, not later than Ten (10) business days following the final performance of the engagement, complete box office statements for each performance, certified by the box office treasurer and/or other responsible officer and accompanied by any and all sums shown to be due to MTI thereby and per the terms above. In the event that box office statements and applicable royalty payment are not received by MTI within Ten (10) business days following the final performance, You shall be assessed a penalty of 15% of all royalties payable to MTI.
- D. For the purpose of this license, Gross Box Office Receipts shall mean the total receipts, after the deduction of only the following: (i) Federal, State, and local admission taxes actually paid; (ii) restoration fees or surcharges for which you have furnished MTI appropriate governmental substantiation or documentation (iii) theatre party or benefit discounts, and/or group sales commissions not to exceed 10%; (iv) commissions actually paid to credit card companies, not to exceed 5% in total; (v) commissions actually paid in connection with automated ticket distribution or remote box offices, such as TicketMaster, agencies, or telephone charge systems such as Chargit or Telecharge, not to exceed 7%; (vii) ticket subscription charges of net subscription sales not to exceed 12%. No ticket shall be subject to more than one of the ticketing commissions set forth above (e.g. credit card commissions shall not be taken on any ticket sale on which group sale, phone sale, remote box office or subscription commission is taken).
- E. Time shall be of the essence in all of the obligations in this rider and if not fulfilled by the Producer, the within license shall automatically terminate in accordance with the provisions of Section II, Paragraph 7 hereunder.

ACCEPTANCE

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

PRINT YOUR NAME DR. JAMES BUYSSE TITLE VICE CHANCELLOR ADMIN&FINANCE
AUTHORIZED SIGNATURE _____ DATE _____
DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT RIDER
LICENSEE COPY

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

PROFESSIONAL LICENSE RIDER

NAME OF SHOW: WEST SIDE STORY

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- D. For the purpose of this license, Gross Box Office Receipts shall mean the total receipts, after the deduction of only the following: (i) Federal, State, and local admission taxes actually paid; (ii) restoration fees or surcharges for which you have furnished MTI appropriate governmental substantiation or documentation (iii) theatre party or benefit discounts, and/or group sales commissions not to exceed 10%; (iv) commissions actually paid to credit card companies, not to exceed 5% in total; (v) commissions actually paid in connection with automated ticket distribution or remote box offices, such as TicketMaster, agencies, or telephone charge systems such as Chargit or Telecharge, not to exceed 7%; (vi) ticket subscription charges of net subscription sales not to exceed 12%. No ticket shall be subject to more than one of the ticketing commissions set forth above (e.g. credit card commissions shall not be taken on any ticket sale on which group sale, phone sale, remote box office or subscription commission is taken).
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AUTHORIZED SIGNATURE _____ DATE _____
DAYTIME TELEPHONE _____ EMAIL _____

YOU MAY KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER
MTI COPY

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

West Side Story

Licensee represents that it has read the Performance License carefully and, in particular, is fully aware, understands and agrees that under Federal copyright law:

1. No new music, dialogue, lyrics or anything else may be added to the text included with the rented material;
2. No material, in whole or in part, in the existing Play may be deleted;
3. No changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play may be made.
4. You agree and understand that this license does **not** give you permission to perform the movie version of the play, in whole or in part. More specifically you may **NOT** add the male Sharks to the song '**America**' or switch the order of the songs '**Cool**' and '**Gee, Officer Krupke!**'

If any changes whatsoever are made, including without limitation, those listed above, Licensee understands and agrees that MTI may revoke its Performance License and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be prosecuted for breach of contract and federal copyright infringement to the full extent of the law.

Your License to perform WEST SIDE STORY will be invalid unless this Rider is signed and returned with the signed License agreement.

ACCEPTANCE

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

PRINT YOUR NAME DR. JAMES BUYSSE

TITLE VICE CHANCELLOR ADMIN&FINANCE

AUTHORIZED SIGNATURE _____

DATE _____

DAYTIME TELEPHONE _____

EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH YOUR CONTRACT

CONTRACT RIDER
LICENSEE COPY

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385843

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

West Side Story

Licensee represents that it has read the Performance License carefully and, in particular, is fully aware, understands and agrees that under Federal copyright law:

1. No new music, dialogue, lyrics or anything else may be added to the text included with the rented material;
2. No material, in whole or in part, in the existing Play may be deleted;
3. No changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play may be made.
4. You agree and understand that this license does **not** give you permission to perform the movie version of the play, in whole or in part. More specifically you may **NOT** add the male Sharks to the song '**America**' or switch the order of the songs '**Cool**' and '**Gee, Officer Krupke!**'

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Your License to perform WEST SIDE STORY will be invalid unless this Rider is signed and returned with the signed License agreement.

ACCEPTANCE

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

PRINT YOUR NAME DR. JAMES BUYASSE TITLE VICE CHANCELLOR ADMIN&FINANCE
AUTHORIZED SIGNATURE _____ DATE _____
DAYTIME TELEPHONE _____ EMAIL _____

COMPLETE AND KEEP THIS COPY FOR YOUR RECORDS

MTI PRODUCTION CONTRACT

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385844

Licensee:

PERFORMANCE RIVERSIDE
C/O: GRETA COHEN
4800 MAGNOLIA AVENUE
RIVERSIDE, CA 92506 1299

TELE#: 951-222-8399 FAX: 951-222-8940
E-MAIL: greta.cohen@rcc.edu

- REPRINT -

Contract Issue Date: 02/09/07
Contract Expiration Date: ~~03/23/07~~ 11/19/2007
Valid For Performances From: 11/09/07 - 11/18/07

THIS IS A LICENSE FOR A PROFESSIONAL PRODUCTION OF:
SEUSSICAL



SPECIAL CONDITIONS

ROYALTY

GUARANTEE OF \$4000.00 AGAINST 11.00% OF THE
RECEIPTS, WHICHEVER IS GREATER.

SECURITY DEPOSIT

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

RENTAL FEE

\$600.00 for a standard set of materials or any part thereof

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION COMPLETE THIS COPY AND RETURN TO MTI		Your MTI Rep: RUSSELL OCHOCKI Your MTI Account Number: 6472070 Contract Number: 0385844	
CONFIRMATION OF PERFORMANCE INFORMATION			
Name of Organization: PERFORMANCE RIVERSIDE			
Name of Show: SEUSSICAL			
Name and address of performance space/venue: LANDIS AUDITORIUM RIVERSIDE CITY CAMPUS 4800 MAGNOLIA AVENUE, RIVERSIDE, CA 92506 1299		11/19/2007	
Date(s) of performance(s): 11/09/2007 - 11/18/2007		Contract Expires: 11/19/2007	
SHIP WITH: <input type="checkbox"/> Partial/Alternate Orchestration <input checked="" type="checkbox"/> Full Orchestration <input type="checkbox"/> No Orchestration <small>(check one) (If "Partial," you MUST mark the required parts on the Orchestration Details sheet, and return a copy with your signed contract.)</small>			
ROYALTY: A guarantee of \$4000.00 against 11.00% of the gross box office receipts, whichever is greater. (See attached rider for further details.) Total royalty guarantee		\$ 4,000.00	
RENTAL: \$600.00 for a standard set of materials or any part thereof performance for a standard set of materials. Total rental		\$ 600.00	
ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X --0-- months		\$ --0--	
SECURITY FEE:		\$ 400.00	
ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page):		\$ -- 0 --	
SALES TAX (CA, NY, NJ, MN): NY & MN. Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 7.750%		\$ 46.50	
TOTAL:		\$ 5,046.50	
ADVANCE REQUIRED UPON SIGNING THIS CONTRACT:		\$ 5,000.00	
TOTAL AMOUNT ENCLOSED:		\$ 5,000.00	
SHIPPING			
Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.			
Special Shipping Instructions: (check one) <input type="checkbox"/> RUSH <input checked="" type="checkbox"/> SECOND DAY <input type="checkbox"/> GROUND			
Shipping Address: 4800 MAGNOLIA AVENUE			
<small>(NO P.O. BOXES)</small>			
City: RIVERSIDE		State: CA Zip/Postal Code: 92506	
PAYMENT			
<input type="checkbox"/> CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)			
<input type="checkbox"/> CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS			
Card Number: _____		Exp. Date _____	
Name on Card: _____			
Signature: _____		Amount: _____	
<small>PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK</small>			
ACCEPTANCE			
By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense .			
PRINT YOUR NAME DR. JAMES BUYSSE		TITLE VICE CHANCELLOR ADMIN&FINANCE	
AUTHORIZED SIGNATURE _____		DATE _____	
DAYTIME TELEPHONE _____		EMAIL _____	
YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT			
MUSIC THEATRE INTERNATIONAL • 421 West 54th Street, New York, NY 10019 • (212) 541-4684 • Fax (212) 397-4684 • Licensing@MTIShows.com • www.MTIShows.com			PAGE 2

CONTRACT CONFIRMATION LICENSEE COPY		Your MTI Rep: RUSSELL OCHOCKI Your MTI Account Number: 6472070 Contract Number: 0385844	
CONFIRMATION OF PERFORMANCE INFORMATION			
Name of Organization: PERFORMANCE RIVERSIDE			
Name of Show: SEUSSICAL			
Name and address of performance space/venue: LANDIS AUDITORIUM RIVERSIDE CITY CAMPUS 4800 MAGNOLIA AVENUE, RIVERSIDE, CA 92506 1299		11/19/2007	
Date(s) of performance(s): 11/09/2007 - 11/18/2007		Contract Expires: 11/19/2007	
SHIP WITH: <input type="checkbox"/> Partial/Alternate Orchestration <input checked="" type="checkbox"/> Full Orchestration <input type="checkbox"/> No Orchestration <small>(check one) (If "Partial," you MUST mark the required parts on the Orchestration Details sheet, and return a copy with your signed contract.)</small>			
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RENTAL: \$600.00 for a standard set of materials or any part thereof performance for a standard set of materials. Total rental		\$ 600.00	
ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X --0-- months		\$ -- 0 --	
SECURITY FEE:		\$ 400.00	
ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page):		\$ -- 0 --	
SALES TAX (CA, NY, NJ, MN): NY & MN: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only.		7.750% \$ 46.50	
TOTAL:		\$ 5,046.50	
ADVANCE REQUIRED UPON SIGNING THIS CONTRACT:		\$ 5,000.00	
TOTAL AMOUNT ENCLOSED:		\$ 5,000.00	
SHIPPING			
Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.			
Special Shipping Instructions: (check one) <input type="checkbox"/> RUSH <input checked="" type="checkbox"/> SECOND DAY <input type="checkbox"/> GROUND			
Shipping Address: 4800 MAGNOLIA AVENUE			
(NO P.O. BOXES)			
City: RIVERSIDE		State: CA Zip/Postal Code: 92506	
PAYMENT			
<input type="checkbox"/> CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)			
<input type="checkbox"/> CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS			
Card Number: _____		Exp. Date: _____	
Name on Card: _____			
Signature: _____		Amount: _____	
<small>PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK</small>			
ACCEPTANCE			
By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerLicense .			
PRINT YOUR NAME: DR. JAMES BUYASSE		TITLE: VICE CHANCELLOR ADMIN&FINANCE	
AUTHORIZED SIGNATURE: _____		DATE: _____	
DAYTIME TELEPHONE: _____		EMAIL: _____	
YOU MAY KEEP THIS PAGE FOR YOUR RECORDS			
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ADDITIONAL MATERIALS

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385844

STANDARD RENTAL SET

SEUSSICAL

Your Standard Rental Set of Materials will include:

Rehearsal Set:

- 25 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE ACT 1
- 2 PIANO CONDUCTOR'S SCORE ACT 2

Orchestration: The Standard Rental Set includes the complete standard orchestration parts.
 For orchestration details (and/or options) please view the attached ORCHESTRATION sheet(s).

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY	COST EACH	TOTAL
ADDITIONAL MATERIALS			
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x \$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	_____	x \$ 15.00	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	_____	x \$ 15.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00) (Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)	_____	x \$ 15.00	= \$ _____
THEATRICAL RESOURCES			
LOGO PAK	_____	x \$ 50.00	= \$ _____
ORCHEXTRA (Call for Pricing)	_____	x \$ 20.00	= \$ _____
REFERENCE RECORDING	_____	x \$ 250.00	= \$ _____
REHEARSCORE	_____	x \$ 25.00	= \$ _____
STAGE MANAGER SCRIPT	_____	x \$ 75.00	= \$ _____
TRANSPOSITIONS-ON-DEMAND (Call for Pricing)	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX PAK: ADULT MEDIUM	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT LARGE	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT SMALL	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT X-LARGE	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: ADULT XX-LARGE	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: CHILD MEDIUM	_____	x \$ 75.00	= \$ _____
T-SHIRT SIX-PAK: CHILD SMALL	_____	x \$ 75.00	= \$ _____
T-SHIRT SIXPAK: CHILD LARGE	_____	x \$ 75.00	= \$ _____

Add total for all items here

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ --0--

You MUST return this form along with your contract to receive materials.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385844

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	CELLO	
1	_____	DRUMS	
1	_____	ERRATA LIST	
1	_____	GUITAR 1	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	GUITAR 2	ACOUSTIC GUITAR, BANJO, ELECTRIC GUITAR
1	_____	KEYBOARD 1	
1	_____	KEYBOARD 2	
1	_____	PERCUSSION	
1	_____	REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO, SOPRANO SAX
1	_____	REED 2	BASS CLARINET, CLARINET, OBOE, TENOR SAXOPHONE
1	_____	REED 3	BARITONE SAXOPHONE, BASSOON, CLARINET, FLUTE
1	_____	TROMBONE	
1	_____	TRUMPET 1	
1	_____	TRUMPET 2	
1	_____	VIOLA	
1	_____	VIOLIN	
1	_____	VIOLIN 2	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

ORCHESTRATION
ALTERNATE ORCHESTRATION

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385844

Below is a detailed list of all orchestra parts available for this title in the Alternate Orchestration, along with doublings. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

PLEASE NOTE: YOU MAY EITHER ORDER THE STANDARD ORCHESTRATION OR ALTERNATE ORCHESTRATION. YOU MAY NOT ORDER ORCHESTRATION PARTS FROM BOTH ORCHESTRATIONS FOR THE SAME PRODUCTION

ALTERNATE ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
2	_____	ALT: PC ACT 1	
1	_____	ALT: VIOLIN 2	
1	_____	ALT: VIOLA	
1	_____	ALT: CELLO	
1	_____	ALT: GUITAR 1	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	ALT: GUITAR 2	ACOUSTIC GUITAR, ELECTRIC GUITAR, BANJO
1	_____	ALT: BASS	
1	_____	ALT: DRUMS	
1	_____	ALT: PERCUSSION	
1	_____	ALT: KEYBOARD 1	
1	_____	ALT: KEYBOARD 2	
2	_____	ALT: PC ACT 2	
1	_____	ALT: REED 1	PICCOLO, SOPRANO SAX, ALTO SAXOPHONE, CLARINET, FLUTE
1	_____	ALT: REED 2	TENOR SAXOPHONE, OBOE, CLARINET, BASS CLARINET
1	_____	ALT: REED 3	FLUTE, CLARINET, BASSOON, BARITONE SAXOPHONE
1	_____	ALT: TRUMPET 1	
1	_____	ALT: TRUMPET 2	
1	_____	ALT: TROMBONE	
1	_____	ALT: VIOLIN 1	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385844

SHOW BILLING CREDITS

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

SEUSSICAL
Music by STEPHEN FLAHERTY
Lyrics by LYNN AHRENS
Book by LYNN AHRENS and STEPHEN FLAHERTY
Co-Conceived by LYNN AHRENS, STEPHEN FLAHERTY, and ERIC IDLE
Based on the Works of DR. SEUSS

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- *No merchandising rights related to the Play or Dr. Seuss are granted to you hereunder.
- *The granting of this license to you to perform the Play is not to be construed as the right to utilize Dr. Seuss figures to advertise this Play in any print materials related to the Play, except as part of any logo supplied by MTI.
- *This license does not permit SEUSSICAL to be presented at any theme park or amusement park venue, except those owned by Universal Studios Recreation Group. Such presentation constitutes a breach of this performance license and results in its immediate and automatic termination

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All authorized performance materials are also supplied by MTI.
421 West 54th Street, New York, NY 10019
Phone: 212-541-4684 Fax: 212-397-4684
www.MTIShows.com

VIDEOTAPING WARNING

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In compliance with the above condition, you **MUST** include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for \$75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION I

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385844

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

MTI MUSIC LIBRARY
Phone: (531) 491-0670
Music Theatre International
37 Edison Avenue
West Babylon, NY 11704

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

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

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

I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI’s prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. Except for the usual right to advertise and publicize the Play by means of print, radio and television, including TV commercials and B-Roll (in which no radio or television commercial produced by Producer shall contain excerpts from the Play in excess of 60 seconds), Producer is prohibited from recording, reproducing, televising, videotaping or broadcasting the Play or any portion of it by any means whatsoever except non-professional taping with one camera strictly for rehearsal purposes. This prohibition includes the use or creation of taped music accompaniment, whether on cassette, CD, computer diskette or any other format. Any violation of this paragraph will be deemed willful infringement of the copyright of the Author(s) and shall automatically terminate this License without prejudice to the other rights and remedies that may be available to the Authors and/or MTI at law or in equity.
4. **Program/Poster/Advertising Credits**
 - a. **Author/Creator:** The Play shall be billed in all programs, houseboards, displays, advertising and publicity in the manner indicated in the Production Contract. The authors are to receive billing credit in all forms of publicity and advertising under the control of the Producer where and whenever the title of the Play appears, immediately following the title of the Play. No billing shall appear in type larger or more prominent than the billing to the authors, except for the title of the Play, provided, however, that such billing need not be accorded on marquees, or in ABC or teaser ads, or in radio or television ads, or in print ads of less than one-quarter page in which only the director, the title of the Play, the name of the theatre, and/or critics appear.
 - b. You must include both (i) author bios and (ii) the MTI bio in your program. Bios may be found on our website at www.mtishows.com/programbios or may be obtained by request from MTI. You must also give appropriate credit to Music Theatre International on the title page of your program as follows: **[Name of Play] is presented through special arrangement with Music Theatre International [MTI]. All authorized performance materials are also supplied by MTI, New York, NY. Tel: 212-541-4684. Fax: 212-397-4684. www.mtishows.com**
 - c. You must include the following warning in your program:
“**The videotaping or other video or audio recording of this production is strictly prohibited.**”
 - d. **Logos:** You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
 - e. **Merchandise:** You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385844

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

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

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

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.
4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385844

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

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

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

III. MATERIALS RENTAL PROVISIONS

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

RETURN ALL MATERIALS TO:

**Music Theatre International
37 Edison Avenue
West Babylon, NY 11704**

Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER
COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385844

PROFESSIONAL LICENSE RIDER

NAME OF SHOW: SEUSSICAL

Contract dated 02/09/07 between Music Theatre International (MTI) and PERFORMANCE RIVERSIDE ("You")

I. ROYALTY

- A. Royalty: You agree to pay Music Theatre International a royalty of Eleven percent (11%) of the gross box office receipts of the Play hereunder.
- B. You agree to pay MTI a guaranteed royalty of Four Thousand (\$4,000) dollars.
- C. You further agree to deliver to MTI, not later than Ten (10) business days following the final performance of the engagement, complete box office statements for each performance, certified by the box office treasurer and/or other responsible officer and accompanied by any and all sums shown to be due to MTI thereby and per the terms above. In the event that box office statements and applicable royalty payment are not received by MTI within Ten (10) business days following the final performance, You shall be assessed a penalty of 15% of all royalties payable to MTI.
- D. For the purpose of this license, Gross Box Office Receipts shall mean the total receipts, after the deduction of only the following: (i) Federal, State, and local admission taxes actually paid; (ii) restoration fees or surcharges for which you have furnished MTI appropriate governmental substantiation or documentation (iii) theatre party or benefit discounts, and/or group sales commissions not to exceed 10%; (iv) commissions actually paid to credit card companies, not to exceed 5% in total; (v) commissions actually paid in connection with automated ticket distribution or remote box offices, such as TicketMaster, agencies, or telephone charge systems such as Chargit or Telecharge, not to exceed 7%; (vii) ticket subscription charges of net subscription sales not to exceed 12%. No ticket shall be subject to more than one of the ticketing commissions set forth above (e.g. credit card commissions shall not be taken on any ticket sale on which group sale, phone sale, remote box office or subscription commission is taken).
- E. Time shall be of the essence in all of the obligations in this rider and if not fulfilled by the Producer, the within license shall automatically terminate in accordance with the provisions of Section II, Paragraph 7 hereunder.

ACCEPTANCE

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

PRINT YOUR NAME DR. JAMES BUYSSE TITLE VICE CHANCELLOR ADMIN&FINANCE

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT RIDER
LICENSEE COPY

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number 0385844

PROFESSIONAL LICENSE RIDER

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- D. For the purpose of this license, Gross Box Office Receipts shall mean the total receipts, after the deduction of only the following: (i) Federal, State, and local admission taxes actually paid; (ii) restoration fees or surcharges for which you have furnished MTI appropriate governmental substantiation or documentation (iii) theatre party or benefit discounts, and/or group sales commissions not to exceed 10%; (iv) commissions actually paid to credit card companies, not to exceed 5% in total; (v) commissions actually paid in connection with automated ticket distribution or remote box offices, such as TicketMaster, agencies, or telephone charge systems such as Chargit or Telecharge, not to exceed 7%; (vi) ticket subscription charges of net subscription sales not to exceed 12%. No ticket shall be subject to more than one of the ticketing commissions set forth above (e.g. credit card commissions shall not be taken on any ticket sale on which group sale, phone sale, remote box office or subscription commission is taken).
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ACCEPTANCE

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PRINT YOUR NAME DR. JAMES BUYSSE TITLE VICE CHANCELLOR ADMIN&FINANCE

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MAY KEEP THIS PAGE FOR YOUR RECORDS

MTI PRODUCTION CONTRACT

Your MTI Rep. RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385842

Licensee:

PERFORMANCE RIVERSIDE
C/O: GRETA COHEN
4800 MAGNOLIA AVENUE
RIVERSIDE, CA 92506 1299

TELE#: 951-222-8399 FAX: 951-222-8940
E-MAIL: greta.cohen@rcc.edu

- REPRINT -

Contract Issue Date: 02/09/07
Contract Expiration Date: ~~03/28/07~~ 06/19/2008
Valid For Performances From: 06/06/08 - 06/18/08

THIS IS A LICENSE FOR A PROFESSIONAL PRODUCTION OF:
THOROUGHLY MODERN MILLIE



SPECIAL CONDITIONS

ROYALTY

GUARANTEE OF \$7500.00 AGAINST 12.00% OF THE
RECEIPTS, WHICHEVER IS GREATER.

SECURITY DEPOSIT

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

RENTAL FEE

\$800.00 for a standard set of materials or any part thereof

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION COMPLETE THIS COPY AND RETURN TO MTI		Your MTI Rep: RUSSELL OCHOCKI Your MTI Account Number: 6472070 Contract Number: 0385842	
CONFIRMATION OF PERFORMANCE INFORMATION			
Name of Organization: PERFORMANCE RIVERSIDE			
Name of Show: THOROUGHLY MODERN MILLIE			
Name and address of performance space/venue: LANDIS AUDITORIUM RIVERSIDE CITY CAMPUS 4800 MAGNOLIA AVENUE, RIVERSIDE, CA 92506 1299		06/19/2008	
Date(s) of performance(s): 06/06/2008 - 06/18/2008		Contract Expires: 02/28/2008	
SHIP WITH: <input type="checkbox"/> Partial/Alternate Orchestration <input checked="" type="checkbox"/> Full Orchestration <input type="checkbox"/> No Orchestration <small>(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)</small>			
ROYALTY: A guarantee of \$7500.00 against 12.00% of the gross box office receipts, whichever is greater. (See attached rider for further details.) Total royalty guarantee		\$ 7,500.00	
RENTAL: \$800.00 for a standard set of materials or any part thereof performance for a standard set of materials. Total rental		\$ 800.00	
ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X <u>0</u> months		\$ -0-	
SECURITY FEE:		\$ 400.00	
ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page):		\$ -0-	
SALES TAX (CA, NY, NJ, MN): NY & MN: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. 7.750%		\$ 62.00	
TOTAL:		\$ 8,762.00	
ADVANCE REQUIRED UPON SIGNING THIS CONTRACT:		\$ 8,700.00	
TOTAL AMOUNT ENCLOSED:		\$ 8,700.00	
SHIPPING			
Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.			
Special Shipping Instructions: (check one) <input type="checkbox"/> RUSH <input checked="" type="checkbox"/> SECOND DAY <input type="checkbox"/> GROUND			
Shipping Address: 4800 MAGNOLIA AVENUE			
(NO P.O. BOXES)			
City: RIVERSIDE		State: CA Zip/Postal Code: 92506	
PAYMENT			
<input type="checkbox"/> CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)			
<input type="checkbox"/> CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS			
Card Number: _____		Exp. Date: _____	
Name on Card: _____			
Signature: _____		Amount: _____	
<small>PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK</small>			
ACCEPTANCE			
<small>By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.</small>			
PRINT YOUR NAME DR. JAMES BUYSSE		TITLE VICE CHANCELLOR ADMIN&FINANCE	
AUTHORIZED SIGNATURE _____		DATE _____	
DAYTIME TELEPHONE _____		EMAIL _____	
YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT			
MUSIC THEATRE INTERNATIONAL • 421 West 54th Street, New York, NY 10019 • (212) 541-4684 • Fax (212) 397-4684 • Licensing@MTIShows.com • www.MTIShows.com			PAGE 2

CONTRACT CONFIRMATION LICENSEE COPY		Your MTI Rep: RUSSELL OCHOCKI Your MTI Account Number: 6472070 Contract Number: 0385842	
CONFIRMATION OF PERFORMANCE INFORMATION			
Name of Organization: PERFORMANCE RIVERSIDE			
Name of Show: THOROUGHLY MODERN MILLIE			
Name and address of performance space/venue: LANDIS AUDITORIUM RIVERSIDE CITY CAMPUS 4800 MAGNOLIA AVENUE, RIVERSIDE, CA 92506 1299			
Date(s) of performance(s): 06/06/2008 - 06/18/2008		Contract Expires: 06/19/2008 03/29/2007	
SHIP WITH: <input type="checkbox"/> Partial/Alternate Orchestration <input checked="" type="checkbox"/> Full Orchestration <input type="checkbox"/> No Orchestration <small>(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)</small>			
ROYALTY: A guarantee of \$7500.00 against 12.00% of the gross box office receipts, whichever is greater. (See attached rider for further details.) Total royalty guarantee		\$ 7,500.00	
RENTAL: \$800.00 for a standard set of materials or any part thereof performance for a standard set of materials. Total rental		\$ 800.00	
ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X --0-- months		\$ --0--	
SECURITY FEE:		\$ 400.00	
ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page):		\$ --0--	
SALES TAX (CA, NY, NJ, MN): NY & MN: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only.		7.750% \$ 62.00	
TOTAL:		\$ 8,762.00	
ADVANCE REQUIRED UPON SIGNING THIS CONTRACT:		\$ 8,700.00	
TOTAL AMOUNT ENCLOSED:		\$ 8,700.00	
SHIPPING			
Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.			
Special Shipping Instructions: (check one) <input type="checkbox"/> RUSH <input checked="" type="checkbox"/> SECOND DAY <input type="checkbox"/> GROUND			
Shipping Address: 4800 MAGNOLIA AVENUE			
(NO P.O. BOXES)			
City: RIVERSIDE		State: CA Zip/Postal Code: 92506	
PAYMENT			
<input type="checkbox"/> CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)			
<input type="checkbox"/> CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS			
Card Number: _____		Exp. Date _____	
Name on Card: _____			
Signature: _____		Amount: _____	
<small>PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK</small>			
ACCEPTANCE			
By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense .			
PRINT YOUR NAME DR. JAMES BUYSSSE		TITLE VICE CHANCELLOR ADMIN&FINANCE	
AUTHORIZED SIGNATURE _____		DATE _____	
DAYTIME TELEPHONE _____		EMAIL _____	
YOU MAY KEEP THIS PAGE FOR YOUR RECORDS			
MUSIC THEATRE INTERNATIONAL • 421 West 54th Street, New York, NY 10019 • (212) 541-4684 • Fax (212) 397-4684 • Licensing@MTIShows.com • www.MTIShows.com			PAGE 3

ADDITIONAL MATERIALS

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385842

STANDARD RENTAL SET

THOROUGHLY MODERN MILLIE
 Your Standard Rental Set of Materials will include:

- Rehearsal Set:**
- 1 CHINESE PRONUNCIATION CD
 - 20 LIBRETTO/VOCAL BOOK
 - 1 PIANO CONDUCTOR'S SCORE ACT 1
 - 1 PIANO CONDUCTOR'S SCORE ACT 2
 - 1 PIANO VOCAL SCORE

Orchestration: The Standard Rental Set includes the complete standard orchestration parts.
 For orchestration details (and/or options) please view the attached ORCHESTRATION sheet(s).

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
 To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY	COST EACH	TOTAL
ADDITIONAL MATERIALS			
CHINESE PRONUNCIATION CD (Call for Pricing)	_____	x \$ 6.25	= \$ _____
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x \$ 15.00	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	_____	x \$ 15.00	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	_____	x \$ 20.00	= \$ _____
PIANO VOCAL SCORE (Replacement Fee \$80.00)	_____	x \$ 15.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	_____	x \$ 15.00	= \$ _____
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)			
THEATRICAL RESOURCES			
FULL SCORE VOL. 1 (Replacement Fee \$100.00)	_____	x \$ 25.00	= \$ _____
FULL SCORE VOL. 2 (Replacement Fee \$100.00)	_____	x \$ 25.00	= \$ _____
FULL SCORE VOL. 3 (Replacement Fee \$100.00)	_____	x \$ 25.00	= \$ _____
FULL SCORE VOL. 4 (Replacement Fee \$100.00)	_____	x \$ 25.00	= \$ _____
LOGO PAK	_____	x \$ 50.00	= \$ _____
ORCHEXTRA (Call for Pricing)	_____	x \$ 20.00	= \$ _____
REFERENCE RECORDING	_____	x \$ 250.00	= \$ _____
REHEARSCORE	_____	x \$ 25.00	= \$ _____
STAGE MANAGER SCRIPT	_____	x \$ 25.00	= \$ _____
TRANSPOSITIONS-ON-DEMAND (Call for Pricing)	_____	x \$ 25.00	= \$ _____

Add total for all items here

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ --0--

You MUST return this form along with your contract to receive materials.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385842

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	CELLO	
1	_____	DRUMS	
1	_____	GUITAR	BANJO, GUITAR, UKELELE
1	_____	HARP	
1	_____	HORN	
1	_____	PERCUSSION	
1	_____	PIANO	CELESTE, PIANO
1	_____	REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO, SOPRANO SAX
1	_____	REED 2	ALTO SAXOPHONE, CLARINET, FLUTE, SOPRANO SAX
1	_____	REED 3	CLARINET, OBOE, SOPRANO SAX, TENOR SAXOPHONE
1	_____	REED 4	BARITONE SAXOPHONE, BASS CLARINET, FLUTE
1	_____	TROMBONE	
1	_____	TROMBONE 2	TROMBONE, TUBA
1	_____	TRUMPET	FLUGELHORN, TRUMPET
1	_____	TRUMPET 2	FLUGELHORN, TRUMPET
1	_____	TRUMPET 3	FLUGELHORN, TRUMPET
2	_____	VIOLINS 1 & 2	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385842

SHOW BILLING CREDITS

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

Book by	THOROUGHLY MODERN MILLIE	New Lyrics by	(100%)
RICHARD MORRIS and	New Music by	DICK SCANLAN	(50% of title)
DICK SCANLAN	JEANINE TESORI		
Original Story and Screenplay by			(17.5% of title)
RICHARD MORRIS			(25% of title)
for the			(17.5% of title)
Universal Pictures Film			(25% of title)
Originally Produced for Broadway by			
Michael Leavitt	Fox Theatricals	Hal Luftig	
Stewart F. Lane	James L. Nederlander	Independent Presenters Network	
L.Mages/M.Glick	Berinstein/Manocherian/Dramatic Forces	John York Noble	
	and Whoopi Goldberg		

SEE ATTACHED RIDER FOR FULL BILLING REQUIREMENTS

MTI BILLING

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

THOROUGHLY MODERN MILLIE
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
421 West 54th Street, New York, NY 10019
Phone: 212-541-4684 Fax: 212-397-4684
www.MTIShows.com

VIDEOTAPING WARNING

This license does **NOT** grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for \$75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE SECTION I

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385842

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

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

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

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

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

I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI's prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. Except for the usual right to advertise and publicize the Play by means of print, radio and television, including TV commercials and B-Roll (in which no radio or television commercial produced by Producer shall contain excerpts from the Play in excess of 60 seconds), Producer is prohibited from recording, reproducing, televising, videotaping or broadcasting the Play or any portion of it by any means whatsoever except non-professional taping with one camera strictly for rehearsal purposes. This prohibition includes the use or creation of taped music accompaniment, whether on cassette, CD, computer diskette or any other format. Any violation of this paragraph will be deemed willful infringement of the copyright of the Author(s) and shall automatically terminate this License without prejudice to the other rights and remedies that may be available to the Authors and/or MTI at law or in equity.
4. **Program/Poster/Advertising Credits**
 - a. **Author/Creator:** The Play shall be billed in all programs, houseboards, displays, advertising and publicity in the manner indicated in the Production Contract. The authors are to receive billing credit in all forms of publicity and advertising under the control of the Producer where and whenever the title of the Play appears, immediately following the title of the Play. No billing shall appear in type larger or more prominent than the billing to the authors, except for the title of the Play, provided, however, that such billing need not be accorded on marquees, or in ABC or teaser ads, or in radio or television ads, or in print ads of less than one-quarter page in which only the director, the title of the Play, the name of the theatre, and/or critics appear.
 - b. You must include both (i) author bios and (ii) the MTI bio in your program. Bios may be found on our website at www.mtishows.com/programbios or may be obtained by request from MTI. You must also give appropriate credit to Music Theatre International on the title page of your program as follows: **[Name of Play] is presented through special arrangement with Music Theatre International [MTI]. All authorized performance materials are also supplied by MTI, New York, NY. Tel: 212-541-4684. Fax: 212-397-4684. www.mtishows.com**
 - c. You must include the following warning in your program:
“The videotaping or other video or audio recording of this production is strictly prohibited.”
 - d. **Logos:** You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the appropriate fee.
 - e. **Merchandise:** You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385842

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

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

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

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.
4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensor:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385842

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

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

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

III. MATERIALS RENTAL PROVISIONS

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

RETURN ALL MATERIALS TO:

Music Theatre International
37 Edison Avenue
West Babylon, NY 11704

Any materials returned to our Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER
COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number: 0385842

PROFESSIONAL LICENSE RIDER

NAME OF SHOW: THOROUGHLY MODERN MILLIE

Contract dated 02/09/07 between Music Theatre International (MTI) and PERFORMANCE RIVERSIDE ("You")

I. ROYALTY

- A. Royalty: You agree to pay Music Theatre International a royalty of Twelve percent (12%) of the gross box office receipts of the Play hereunder.
- B. You agree to pay MTI a guaranteed royalty of Seven Thousand Five Hundred (\$7,500) dollars.
- C. You further agree to deliver to MTI, not later than Ten (10) business days following the final performance of the engagement, complete box office statements for each performance, certified by the box office treasurer and/or other responsible officer and accompanied by any and all sums shown to be due to MTI thereby and per the terms above. In the event that box office statements and applicable royalty payment are not received by MTI within Ten (10) business days following the final performance, You shall be assessed a penalty of 15% of all royalties payable to MTI.
- D. For the purpose of this license, Gross Box Office Receipts shall mean the total receipts, after the deduction of only the following: (i) Federal, State, and local admission taxes actually paid; (ii) restoration fees or surcharges for which you have furnished MTI appropriate governmental substantiation or documentation (iii) theatre party or benefit discounts, and/or group sales commissions not to exceed 10%; (iv) commissions actually paid to credit card companies, not to exceed 5% in total; (v) commissions actually paid in connection with automated ticket distribution or remote box offices, such as TicketMaster, agencies, or telephone charge systems such as Chargit or Telecharge, not to exceed 7%; (vii) ticket subscription charges of net subscription sales not to exceed 12%. No ticket shall be subject to more than one of the ticketing commissions set forth above (e.g. credit card commissions shall not be taken on any ticket sale on which group sale, phone sale, remote box office or subscription commission is taken).
- E. Time shall be of the essence in all of the obligations in this rider and if not fulfilled by the Producer, the within license shall automatically terminate in accordance with the provisions of Section II, Paragraph 7 hereunder.

ACCEPTANCE

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

PRINT YOUR NAME DR. JAMES BUYSSE TITLE VICE CHANCELLOR ADMIN&FINANCE

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE _____ EMAIL _____

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT RIDER
LICENSEE COPY

Your MTI Rep: RUSSELL OCHOCKI
Your MTI Account Number: 6472070
Contract Number 0385842

PROFESSIONAL LICENSE RIDER

NAME OF SHOW: THOROUGHLY MODERN MILLIE

Contract dated 02/09/07 between Music Theatre International (MTI) and PERFORMANCE RIVERSIDE ("You")

I. ROYALTY

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- B. You agree to pay MTI a guaranteed royalty of Seven Thousand Five Hundred (\$7,500) dollars.
- C. You further agree to deliver to MTI, not later than Ten (10) business days following the final performance of the engagement, complete box office statements for each performance, certified by the box office treasurer and/or other responsible officer and accompanied by any and all sums shown to be due to MTI thereby and per the terms above. In the event that box office statements and applicable royalty payment are not received by MTI within Ten (10) business days following the final performance, You shall be assessed a penalty of 15% of all royalties payable to MTI.
- D. For the purpose of this license, Gross Box Office Receipts shall mean the total receipts, after the deduction of only the following: (i) Federal, State, and local admission taxes actually paid; (ii) restoration fees or surcharges for which you have furnished MTI appropriate governmental substantiation or documentation (iii) theatre party or benefit discounts, and/or group sales commissions not to exceed 10%; (iv) commissions actually paid to credit card companies, not to exceed 5% in total; (v) commissions actually paid in connection with automated ticket distribution or remote box offices, such as TicketMaster, agencies, or telephone charge systems such as Chargit or Telecharge, not to exceed 7%; (vi) ticket subscription charges of net subscription sales not to exceed 12%. No ticket shall be subject to more than one of the ticketing commissions set forth above (e.g. credit card commissions shall not be taken on any ticket sale on which group sale, phone sale, remote box office or subscription commission is taken).
- E. Time shall be of the essence in all of the obligations in this rider and if not fulfilled by the Producer, the within license shall automatically terminate in accordance with the provisions of Section II, Paragraph 7 hereunder.

ACCEPTANCE

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

PRINT YOUR NAME DR. JAMES BUYSSE

TITLE VICE CHANCELLOR ADMIN&FINANCE

AUTHORIZED SIGNATURE _____

DATE _____

DAYTIME TELEPHONE _____

EMAIL _____

YOU MAY KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER

Your MTI Rep: RUSSELL OCHOCKI
 Your MTI Account Number: 6472070
 Contract Number: 0385842

BILLING RIDER - THOROUGHLY MODERN MILLIE

			<u>Size</u>	<u>Type</u>
THOROUGHLY MODERN MILLIE			100%	
Book by*	New Music by*	New Lyrics by*		
RICHARD MORRIS and DICK SCANLAN	JEANINE TESORI	DICK SCANLAN	50%	
Original Story and Screenplay by**			17.5%	
RICHARD MORRIS			25%	
for the			17.5%	
Universal Pictures Film			25%	
Originally Produced for Broadway by***				
Michael Leavitt Fox Theatricals Hal Luftig				
Stewart F. Lane	James L. Nederlander	Independent Presenters Network		
L. Mages/M. Glick	Berinstein/Manocherian/Dramatic Forces	John York Noble and Whoopi Goldberg		

* The authors are to receive billing credit where* The Authors are to receive billing credit wherever and whenever the title of the Play appears, immediately following the title of the Play, including but not limited to all forms of publicity and advertising. The credit for Book, New Music and New Lyrics shall be equal in size, type, coloring, boldness and prominence, in a size of type no less than Fifty Percent (50%) of the size of type used for the title of the Play. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the Play. In addition, only stars billed above the title of the Play may receive billing as large or prominent as the Authors. No billing box may be used. No person (including without limitation the Licensee) shall be accorded possessory credit (i.e. "Director's Production Of" or "Producer's Production Of" with the title of the Play).

** Credit for the story, screenplay and motion picture company shall appear wherever and whenever the credit to the Authors appears, including but not limited to on all programs, billboards, print advertisements and paid publicity issued or controlled by Licensee. The size of type for "RICHARD MORRIS" and "UNIVERSAL PICTURES FILM" shall be in Twenty-Five Percent (25%) of the size of type used for the title of the Play. The size of type for "Original Story and Screenplay by " and "for the" shall be in Seventeen and One-Half Percent (17.5%) of the size of type used for the title of the Play.

*** The Producers credit shall be conspicuously placed on the first page of credits in all programs used for productions of the Play. The order, title and relative size and spacing of the names of Producers shall be as similar as possible to that above.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-h

Date: March 20, 2007

Subject: Agreement with California Theatre Center

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and California Theatre Center to provide show production for "Cinderella" and "Hansel and Gretel" for Performance Riverside Discovery Theatre. The term of this agreement is from May 1, 2007 through May 3, 2008. The total fee for this agreement is \$15,500.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from May 1, 2007 through May 3, 2008, for \$15,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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



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

CTC will provide:

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

Show:	Date/Time	
Cinderella	2/21/08	9:30 a.m. & 11:00 a.m.
" " "	2/22/08	" "
" " "	2/23/08	1 show at 2:00 p.m.
Hansel and Gretel	5/1/08	9:30 a.m. & 11:00 a.m.
" " "	5/2/08	" "
" " "	5/3/08	1 show at 2:00 p.m.

2. All transportation for CTC staff needed for production(s).
3. Worker's compensation and health insurance for all its touring staff, as well as liability insurance of one million dollars (\$1,000,000.00).

Sponsor will provide

4. A total fee of \$15,500.00 for the above listed performance(s).

5. The amount due in #4 according to the following schedule:

Total Due	Amount:	Due Date
20 % Due	\$3,100.00	May 1, 2007
Balance Due	\$12,400.00	December 1, 2007

6. All publicity, ticket sales, house management, plus all staff required for each.
7. All lighting and sound equipment necessary for the performance.
8. Separate dressing rooms (with mirrors) for males and females. Dressing rooms shall be comfortably heated and ventilated, and shall have entrances and windows properly masked from public to ensure privacy.

9. Separate sanitary facilities close to the dressing rooms for males and females. These facilities shall have toilets and hot and cold running water, they shall be clean and sanitary, and they shall be separate from those provided for the audience.
10. A clean stage, swept and mopped, and a clear playing area (25' x 25' preferred).

It is further agreed as follows:

11. CTC shows are approximately one hour in length and perform without an intermission.
12. There shall be no audio or visual recording, broadcast, or flash photography of the performance(s) permitted.
13. There shall be no discrimination or segregation in admission or seating based on race, sex, national origin, or religion. CTC shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.
14. This agreement and the obligations of CTC and the Sponsor are submit to conditions beyond the reasonable control of CTC and the Sponsor, such as illness, accidents in transportation fire, flood, strikes, riots, acts of God, etc. If CTC cannot perform for any of the above reasons, neither CTC nor the Sponsor shall be under any obligation to present the performances at a different time, nor to compensate the other for any services or expenses incurred in connection with such activity.
15. In the event the Sponsor cancels any performance(s) for any reason other than those conditions listed in paragraph #14, above, the Sponsor shall be liable to CTC for the full amount agreed upon and set forth in paragraph #4, above.
16. In accordance with the Child Abuse and Neglect Reporting Act (CANRA) and California Penal Code 11166, the parties shall ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement will report any known or suspected child abuse or neglect to a child protective agency, by telephone and within 36 hours of the suspected abuse or neglect.
17. Sponsor and CTC agree to defend, indemnify and hold harmless each other, their board, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, this Agreement for the acts or omissions of their own officers, agents and employees.

If the foregoing accurately sets forth your understanding with us, please sign both copies of this agreement and return one copy to CTC with your deposit. Keep the other copy for your records.

CALIFORNIA THEATRE CENTER

Name Gayle Cornelison
Title General Director
Signature _____
Date _____

SPONSOR

Name Dr. James Buysse
Title Vice Chancellor Administration & Finance
Sponsor Riverside Community College District
Address 4800 Magnolia Avenue
City Riverside
State CA Zip 92506-1294
Phone (951) 222-8399
Fax (951) 222-8940
Email _____
Signature _____
Date _____

PLEASE RETURN ONE COPY TO:
California Theatre Center
ATTN: Tour Director
P.O. Box 2007
Sunnyvale, CA 94087

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-i

Date: March 20, 2007

Subject: Agreement with R&H Theatricals

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and R&H Theatricals to provide royalty, rental, security deposit and shipping and handling, for a professionally licensed production of "The King And I." These materials will be used by Performance Riverside. The term of this agreement is from March 21, 2007 through February 10, 2008. The total fee for this agreement is \$8,860.00, including 11% of gross box office receipts over \$3,500.00 per week. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from March 21, 2007 through February 10, 2008, for \$8,860.00, 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



LICENSE AGREEMENT

Professional Theatrical Presentation

1065 Avenue of the Americas, 24th Floor, New York, NY 10018

Telephone: (212) 541-6600

FAX: (212) 586-6155

E-mail: theatre@rnh.com

Web site: www.rnhtheatricals.com

Federal I.D. Number: 13-3037210

Organization Name:	Performance Riverside	Account Number:	222750	Date:	1/25/2007
Performance Venue:	Performance Riverside	Seating Capacity:	1040	Average Ticket Price:	\$25.00
Phone number:	951.222-8399	License Number:	ID-021238	Expiration Date:	4/25/2007
Fax number:	951.222-8940	E-mail address:	greta.cohen@rcc.edu		

PLEASE CONFIRM THESE ADDRESSES (pay particular attention to VENUE ZIP CODE):

Organization Mailing Address:	Organization Billing Address:	Venue Address:	Shipping Address:
Ms. Greta Cohen Performance Riverside 4800 Magnolia Avenue Riverside, CA 92506	Ms. Greta Cohen Performance Riverside 4800 Magnolia Avenue Riverside, CA 92506	Performance Riverside 4800 Magnolia Avenue Riverside, CA 92506	Performance Riverside 4800 Magnolia Avenue Riverside, CA 92506

THE KING AND I

Thank you for your inquiry. Terms and conditions for the nonexclusive licensing of live stage performances of the above referenced Play are set forth in this License Agreement and on all Riders attached hereto. **CAREFULLY REVIEW ALL TERMS AND CONDITIONS SET FORTH HEREIN.** If you find the terms and conditions acceptable, please sign and return **ONE COPY** of this License Agreement (including Additional Terms and Conditions and all riders) accompanied by the attendant payment you enter on Line 9 hereunder prior to the Expiration Date set forth above, or the terms quoted herein shall become void. You are under no obligation whatsoever until such signed copy and payment have been received by us, at which time this License Agreement becomes a binding contract between us. You may not advertise, announce, present or sell tickets for any performances until receipt and acknowledgement by us of said License Agreement and payment. You must allow a minimum of ten (10) business days following our receipt of your signed License Agreement and payment for delivery of materials.

PERFORMANCE DETAILS

Opening Date: 2/1/2008 Closing Date: 2/10/2008 Total number of Performances: ... 8

ROYALTY

Royalty Guarantee Week Ending 02/03/2008: \$3500 against 11% GWBOR
 Royalty Guarantee Week Ending 02/10/2008: \$3500 against 11% GWBOR

Total Royalty Guarantee..... \$ 7,000.00 Line 1

RENTAL FEES

THE KING AND I - Orchestration Package (23 Books) Rented for 4 week minimum at \$210 ~~xxxxxx~~
 THE KING AND I - Rehearsal Set (22 Books) Rented for 4 week minimum at \$250 ~~xxxxxx~~

Basic Rental Fees..... \$ 460.00 Line 2
 (Rehearsal Set and Orchestration, if ordered)

Additional Material Fees (See Rider A - Section II)..... \$ -- 0 -- Line 3
 (Enter the dollar amount from TOTAL - SECTION II on Rider A attached hereto)

Additional Rental Weeks Fees (See Rider A - Section III)..... \$ -- 0 -- Line 4
 (Enter the dollar amount from TOTAL - SECTION III on Rider A attached hereto)

Total Rental Fees..... \$ 460.00 Line 5
 (Enter Total of Lines 2, 3, and 4)

DEPOSIT..... \$ 400.00 Line 6

MISCELLANEOUS FEES..... \$ 0.00 Line 7

SALES TAX: (for NY State customers, enter sales tax amount applicable to the amount on Line 5 above). \$ -- 0 -- Line 8
 (For NY State customers, if exempt, please enclose a copy of your Tax Exempt Form with this License Agreement)

TOTAL AMOUNT PAYABLE UPON SIGNING (Enter Total of Lines 5, 6, 7 and 8 above): \$ 860.00 Line 9
 (An entry MUST be made on Line 9 and payment in this amount must accompany this signed License to secure performance rights.)

Send payment (Line 9) and ONE SIGNED COPY of this License Agreement to:

R&H Theatricals, Attn: Accounts Receivable - Professional
 1065 Avenue of the Americas, Suite 2400
 New York, NY 10018

(Please refer to Paragraph B, PAYMENTS AND AUDIT PROVISIONS under ADDITIONAL TERMS AND CONDITIONS.)

Subject to attached Riders including but not limited to Riders A, B, C and D (if applicable).

ADDITIONAL TERMS AND CONDITIONS

A. RIGHTS GRANTED/RESERVATION OF RIGHTS

You are hereby granted the non-exclusive right to present the Play only on the spoken stage with living actors appearing in the immediate presence of their audience, only with the book, music (including orchestration and arrangements) and lyrics provided by R&H THEATRICALS and only for the number and dates of performances and at the venue first set forth herein. You shall not interpolate into the Play any other music, dialogue or lyrics nor in any way alter, change, delete from or add to the book, music or lyrics without R&H THEATRICALS' prior written consent. You shall not make any changes in any character(s), characterizations, time period or locales in the Play including, without limiting the foregoing, any change in the gender of any character(s) in the Play. Any changes, modifications of or additions to the book, music or lyrics of the Play shall, upon creation, become the sole and exclusive property of R&H THEATRICALS, as its respective interests may appear, and it shall have the right to use same free and clear of any obligation whatsoever to you or anyone claiming through you. You shall not reproduce any portion of the Play by any means whatsoever including but not limited to photocopying, video and/or audio recordings, or storing any portion of the book, music or lyrics in a retrieval system. You shall not broadcast, transmit and/or electronically post any portion of the Play by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the internet. YOU HEREBY ACKNOWLEDGE THAT THE UNAUTHORIZED CREATION OF ANY VIDEO, FILM OR OTHER AUDIO-VISUAL, OR SOUND RECORDING, TAPE OR TRANSCRIPTION, INCLUDING VIDEO TAPE, VIDEO CASSETTE, VIDEO DISC, DIGITAL STORAGE/SEQUENCING OR ANY OTHER REPRODUCTION OF YOUR PERFORMANCE IS EXPRESSLY PROHIBITED BY LAW AND CAN RESULT IN PROSECUTION. All rights other than the rights expressly granted to you herein, of whatever kind or nature (whether or not such rights are in competition with the rights granted herein) are reserved to R&H THEATRICALS and the Copyright Owner(s), as their respective interests may appear.

B. PAYMENTS AND AUDIT PROVISIONS

All payments required hereunder shall be made to the order of R&H THEATRICALS, shall be made in lawful currency of the United States of America drawn on a United States Bank, and shall be non-refundable other than as provided in Paragraphs C and D hereunder. For schools and government agencies, a signed authorized purchase order for the full amount of royalty, rental and deposit fees as calculated on the reverse side is acceptable. You shall provide to us two (2) copies of the program from your production not later than five (5) days following the opening performance as licensed or presented along with the exact dates and place of R&H THEATRICALS performance. You shall keep full and regular books and records in which you shall maintain and record all items with respect to ticket sales in connection with your presentation. These books and records shall, during reasonable business hours, be open for inspection by R&H THEATRICALS or our representatives at your location and R&H THEATRICALS shall have the right to make copies from such books and records. All rights, including said audit provisions, shall continue for twenty-four (24) months following the date of the last performance licensed in accordance with this agreement.

C. SHIPMENT, USAGE AND RETURN OF MATERIALS

i. R&H THEATRICALS provides rehearsal and performance materials on a rental basis only. You agree to be solely responsible for and to pay all shipping and handling charges incurred for the shipment of materials to you by whatever means R&H THEATRICALS in its sole discretion deems appropriate and such charges shall be deducted from your deposit in addition to a \$15.00 handling fee. You shall not hold R&H THEATRICALS responsible for the adequacy of the rental materials nor for the unavailability of any shipping or mailing facilities for any reason whatsoever. If upon receipt of your rental materials you find they are unleased or incomplete, you shall so advise us immediately. If you do not contact us upon receipt of the materials, you have thereby indicated that the materials have been received by you in acceptable condition.

ii. You agree to return immediately following your final performance, but in no event later than two weeks thereafter, all rental materials provided by R&H THEATRICALS as well as all materials created by or for you in connection with the Play, and all copies of any such materials in your possession or under your control, to the following address: R&H THEATRICALS, 229 West 28th Street, 11th Floor, New York, NY 10001. You are responsible for the safe return to the Library of all the rental materials and you agree to pay any additional charges incurred in the event materials are returned to any address other than that set forth above in this Paragraph C. You shall prepay the return shipment of materials insuring the rehearsal set for not less than \$600.00 and the orchestration for not less than \$800.00.

iii. If we have not received the rental materials by the date two weeks following your final performance, you agree to pay late fees assessed as follows: Rehearsal set (or any part thereof) \$15.00 per week, Orchestration (or any part thereof) \$35.00 per week, Two Piano Arrangement \$10.00 per week plus applicable handling fee. You shall promptly pay any and all damaged material charges at the following rates: Libretto/Vocal Book \$15.00, Libretto \$10.00, Vocal Book \$10.00, Orchestration Book \$40.00, Piano Vocal Score \$50.00, Piano Conductor Score \$80.00 per book, Two Piano Arrangement \$120.00 per book, Full Score \$150.00 per book, Perusal CD \$12.50, Video Tape \$30.00, in addition you shall promptly pay any and all missing material charges at the following rates: Libretto/Vocal Book \$30.00, Libretto \$20.00, Vocal Book \$20.00, Orchestration Book \$60.00, Piano Vocal Score \$100.00, Piano Conductor Score \$120.00 per book, Two Piano Arrangement \$200.00 per book, Full Score \$250.00 per book, Perusal CD \$20.00, Video Tape \$30.00. Such charges shall be deducted from your security deposit and you agree to pay promptly upon demand any amount charged in excess of your deposit amount, any remaining balance of your deposit will be refunded to you.

iv. The rental materials are the ONLY performance edition authorized by the Copyright Owner(s) and must be rented from us as a condition of this agreement. Under no conditions can the rental materials be assigned or transferred to any other person, organization, corporation or entity.

v. ATTENTION NEW YORK STATE CUSTOMERS: New York State law requires us to charge and collect sales tax from you relating to the cost of rental of materials, unless you hold a valid form ST-119, "Exempt Organization Certificate." If you are claiming an exemption from sales tax, attach form ST-119. Failure to include this form may result in processing delays and/or the imposition of sales tax. If you are not claiming the exemption, calculate the applicable sales tax for the Total Rental Fees (Line 5), and enter that amount on Line 8 on the first page of the License Agreement.

D. CHANGES AND CANCELLATIONS

Any requests for changes in the dates, venue or number of performances shall be made in writing and shall be subject to R&H THEATRICALS' prior written approval. You shall notify R&H THEATRICALS immediately of any changes in your seating capacity or ticket prices. You agree to pay any additional royalties and/or rental fees that R&H THEATRICALS in its absolute and sole discretion may determine are due because of any such changes, and you acknowledge that a handling fee of \$25.00 shall be payable by you for each amendment to this License after it has been signed and returned. In the event you cancel one or more performances, in lieu of the royalty herein set forth, you shall pay to R&H THEATRICALS a cancellation fee equal to ten percent (10%) of said royalty. You agree to pay the total rental fees, shipping and handling charges once the rental materials have been shipped to you and you agree to pay any additional rental charges that may be due should you fail to return such materials in accordance with Paragraph C hereunder. You agree that we may terminate this License at any time without prior notice should you owe any monies to R&H THEATRICALS with respect to production(s) of any play(s) controlled by R&H THEATRICALS.

E. MERCHANDISING

You shall not create, sell and/or distribute, or authorize the creation, sale and/or distribution of any merchandise relating to the Play including, without limitation, souvenir programs, T-shirts, sweatshirts, buttons, glass ware and ceramic ware without R&H THEATRICALS' prior written permission. All requests for such permission must be made in writing.

F. REPRESENTATIONS AND WARRANTIES

You warrant and represent that the information you have provided R&H THEATRICALS both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due R&H THEATRICALS hereunder and all of our rights and remedies against you shall be preserved. The rights granted herein are conditional upon your fulfillment of all obligations set forth herein including the timely payment of all royalties and fees. You hereby indemnify R&H THEATRICALS and the Copyright Owner(s) of the Play from and against any claim arising out of the breach or alleged breach by you of any of your representations, warranties or agreements herein. R&H THEATRICALS makes no representations or warranties other than that it has the right to enter into and perform this License. You agree that the maximum joint liability of R&H THEATRICALS and the Copyright Owner(s) of the Play for any reason whatsoever is limited to amounts paid by you to R&H THEATRICALS.

G. ASSIGNMENT

This agreement is personal to you and cannot be assigned, transferred or sublicensed by you to any other person, corporation or entity.

H. APPLICABLE LAW

This agreement constitutes the entire understanding between the parties hereto and cannot be changed except in writing signed by all parties hereto. This agreement shall be interpreted and governed in accordance with the laws of the state of New York applicable to contracts entered into and wholly to be performed in said state. Any dispute or controversy arising out of this Agreement shall be litigated only in the courts of the state of New York to New York City in the United States Court in the Southern District of New York and the parties hereto hereby consent to the jurisdiction of said courts.

I. COMPLIMENTARY TICKETS

You agree to reserve two (2) complimentary tickets (if requested by R&H THEATRICALS) for the use of R&H THEATRICALS and the Copyright Owner(s) for each performance and the Library agrees not to sell said tickets.

ACCEPTED AND AGREED TO:

By: _____
(Signature) Date
Name: DR. JAMES BUYSSÉ
(Print name above)
Title: VICE CHANCELLOR ADMIN&FINANCE
Daytime Phone Number: _____

Please read this License Agreement in its entirety. Signing this License Agreement means that you agree to and accept the Terms and Conditions on the preceding pages as well as all Riders attached hereto.

Rider A: Rental Materials

I. BASIC RENTAL DELIVERY DATE

(Please confirm the shipping address as it appears on front page of License Agreement.)

Based upon your Performance Details, your Basic Rental Materials are scheduled for delivery: 1/4/2008.

(Please note: This delivery date will change if you select Additional Rental Weeks in Item III below.)

II. ADDITIONAL MATERIALS

(Use the Table below to order additional materials in excess of those provided in the Rehearsal Set and/or Full Orchestration. See Rider B - "Credits and Production Information" for a list of materials)*

*Note: If you have not ordered a Full Orchestration, you may order a Partial Orchestration - limited to 5 books of your choice. Indicate those books in the table below.

Additional Materials Prices:

Libretto/Vocal Book 10-Pack	\$80.00 each	Orchestra Books	\$40.00 each
Piano/Vocal Scores	\$50.00 each	Full Score	\$150.00 each
Piano-Conductor Scores	\$60.00 each		

Quantity	Material Description (List all materials separately)	Number of Weeks (prior to opening date with a minimum of four (4) weeks)	Price (Use price list above)
			@ \$ _____ each for a total of _____
			@ \$ _____ each for a total of _____
			@ \$ _____ each for a total of _____
			@ \$ _____ each for a total of _____
			@ \$ _____ each for a total of _____
			@ \$ _____ each for a total of _____
			@ \$ _____ each for a total of _____
			@ \$ _____ each for a total of _____
			@ \$ _____ each for a total of _____

Total Additional Material Fees \$ --0--
(Total all fees in Table above. Enter this amount on Line 3 - Additional Materials Fees on the front of the License Agreement)

III. ADDITIONAL RENTAL WEEKS

(Use the Table below to order Additional Rental Weeks in excess of the 4-week period prior to your Opening Date [8 weeks for CATS])

- The standard rental period prior to your Opening Date is 4 weeks. Use the Table below to request Additional Rental Weeks prior to your Opening Date for the Rehearsal Set, Full Orchestration or Individual Orchestra parts.
- Any Additional Materials ordered in the table above will be shipped along with the Rehearsal Set, Full Orchestration or Individual Orchestra parts for the rental period you select in the table below.

Description	Price
Rehearsal set (including additional material(s) selected in II above)	For ___ weeks @ \$50.00 per week for a total of \$ _____
Full Orchestration (including additional material(s) selected in II above)	For ___ weeks @ \$45.00 per week for a total of \$ _____
Partial Orchestration (including additional material(s) selected in II above)	For ___ weeks @ \$25.00 per week for a total of \$ _____

Total Additional Rental Weeks Fees \$ --0--
(Total all fees in Table above. Enter the amount on line 4 - Additional Rental Weeks Fees on the front page of the License Agreement.)

Rider B: Credits and Production Information

Show Name:
THE KING AND I

Author Billing Credit:

You agree to set forth the following credits on the title page in all programs, and on all house boards, displays, heralds, posters, fliers, and on all other advertising and promotion in connection with your production of the Play:

Rodgers & Hammerstein's	75%
THE KING AND I	100%
Music by RICHARD RODGERS	75% *
Book and Lyrics by OSCAR HAMMERSTEIN II	75% *
Based on "Anna and the King of Siam" by Margaret Landon	45%
Original Choreography by Jerome Robbins	56 1/4 %

*Immediately following the title and in no event less than that of the largest, most prominent credit given any other person.

In addition to the foregoing, you agree to set forth the following notice on the title page in all programs: THE KING AND I is presented through special arrangement with R & H Theatricals, 1065 Avenue of The Americas, Suite 2400, New York, NY 10018. www.rnhtheatricals.com.

Show Synopsis:

THE KING AND I

Music by RICHARD RODGERS
Lyrics and Book by OSCAR HAMMERSTEIN II
Based on MARGARET LANDON's Book "Anna and the King of Siam"

Originally produced by Rodgers and Hammerstein, THE KING AND I opened at the St. James Theatre in New York City on March 29, 1951, and ran for 1,246 performances. It won the Tony Award for Best Musical 1951-52. A revival, which opened at the Uris Theatre in New York City on May 2, 1977, ran for 695 performances. The film version, released in 1956, won 6 Academy Awards ("Oscars")

Cast Requirements:

CAST REQUIREMENTS:

10 Men (2 are Boys)

3 Women

9 Princesses

8 Princesses

(There are 8 Principal roles: 3 for Women, 3 for Men, and 2 for Boys.)

Royal Dancers, Wives, Priests and Amazons - as desired

Set Requirements:

SET REQUIREMENTS:

Ship's Deck

Theatre Pavilion in Palace

King's Library

Room in Anna's House (Dismantled)

Schoolroom

1 Exterior Tab

Anna's Bedroom

1 Interior Tab

Reception Room at Palace

TIME: Early 1860's

PLACE: In and Around the King's Palace, Bangkok, Siam

Musical Numbers:

MUSICAL NUMBERS:

"Whistle a Happy Tune"

"We Kiss In A Shadow"

"My Lord And Master"

"Shall I Tell You What I Think Of You?"

"Hello, Young Lovers"

"Something Wonderful"

"The March Of The Siamese Children"

"Western People Funny"

"A Puzzlement"

"I Have Dreamed"

"The Royal Bangkok Academy"

"Song Of The King"

"Getting To Know You"

"Shall We Dance?"

Discography:

DISCOGRAPHY:

Original Cast, 1951: MCA 37095 [LP/CS/CD]

Original Soundtrack, 1956: Capitol SW-740 [LP/CS/CD]

Revival Cast, 1977: RCA Victor ABLJ-2610 [LP/CS/CD]

Studio Recording, 1992: Philips Classics 438 002-2 [CS/CD]
Video: CBS/FOX, 1956

The most complete recording of "The Smell House Of Uncle Thomas" ballet is contained on the Original Cast Album of JEROME ROBBIN'S BROADWAY, 1989: RCA/BMG Classics 60150-2-RC[LP/CS/CD]

Rehearsal Materials:

REHEARSAL SET

Includes 20 Libretti/ Vocal Books and 2 Piano Vocal Scores

ORCHESTRATION

by Robert Russell Bennett

NO. DESCRIPTION

CONDUCTOR Uses: 1 Piano Conductor Score

1 FLUTE I

1 FLUTE II (Doubling Piccolo)

1 OBOE (Optional doubling English Horn)

1 CLARINET I-II

1 CLARINET III (Doubling Bass Clarinet)

1 BASSOON

1 HORN I-II

1 HORN III

1 TRUMPET I-II

1 TRUMPET III

1 TROMBONE I

1 TROMBONE II

1 TUBA

2 PERCUSSION (See list below)

1 VIOLIN A (Goes into Divisi)*

1 VIOLIN B (Goes into Divisi)*

1 VIOLIN C*

1 VIOLA (Goes into Divisi)*

1 CELLO*

1 BASS*

1 HARP

23 TOTAL NUMBER OF BOOKS PROVIDED

PERCUSSION: Trap Set, Timpani, Bells, Gong, Triangle, Xylophone, Temple Blocks, Oriental Drum, Finger Cymbals, Wood Block, Ratchet, Slap Stick

* In the original Broadway pit of THE KING AND I there were 2 players on Violin A, 2 players on Violin B, 1 player on Violin C, 2 Viola players, 2 Cello players, and 1 Bass player.

OPTIONS: There is a Two Piano Arrangement available instead of the orchestration. This is a special arrangement for two pianos and not just two Piano Vocal Scores. If you want this arrangement, please indicate on your license. You may rent individual orchestra books to compliment this arrangement, but the parts are not scored to be played with the Two Piano Arrangement. The Bass and Percussion parts are an excellent compliment to this arrangement

PLEASE REVIEW THIS LIST WITH YOUR MUSICAL DIRECTOR. It shows you the exact list of orchestra books associated with this Play.

If you did not request the Orchestration at the time you submitted your application you may order it now:

AMATEUR CUSTOMERS - Use Section II, Letter (a) on the front page of your License Agreement.

PROFESSIONAL CUSTOMERS - Use Rider A, Section III of your License Agreement.

Some orchestra books may require doubling on another instrument or are meant to be shared by two musicians. If you would like a separate book for each musician, or any additional orchestration or rehearsal material, you may order them now.

AMATEUR CUSTOMERS - Use Section II, Letter (c) on the front page of your License Agreement.

PROFESSIONAL CUSTOMERS - Use Rider A, Section II of your License Agreement.

If additional Orchestra books or other materials are ordered after your License Agreement is returned to R&H, a handling fee will be added to the attendant Rental Fees.

RIDER C

ROYALTY:

Royalty Guarantee Week Ending 02/03/2008: \$3500 against 11% GWBOR

Royalty Guarantee Week Ending 02/10/2008: \$3500 against 11% GWBOR

The above weekly royalty guarantee, or 11% of the Gross Weekly Box Office Receipts, each week to be computed separately, whichever sum shall be Larger.

"Gross Weekly Box Office Receipts" shall be deemed to mean and include any and all money received, directly or indirectly, from all sources whatsoever for admission to the theatre from the sale or other disposition of tickets for the Play after deduction of the following:

- (A) Federal, State or City admission Taxes, If any;
- (B) Group sales Discounts (not to exceed 10%)
Subscription Discounts (not to exceed 10%)
Telephone Sales (Not to exceed 3%)
Automated ticket distributors, remote box offices or other sales outlets (Not to exceed 2%)
Credit Cards (Not to exceed 3%)

The Royalty shall be payable in accordance with the payment schedule attached hereto; however, in the event no Payment Schedule is attached, you shall nevertheless be liable for the entire royalty payment set forth herein and shall pay same within Five (5) days following the week of performances to which such royalty pertains. The royalty for partial weeks of performances shall be determined on a pro rata basis. Whether or not royalty in excess of the guaranteed minimum payment is due you shall render to us within five (5) days following each week performances, an itemized statement clearly setting forth all of the Gross Weekly Box Office Receipts for each performance during said week in addition to a detailed summary of all deductions there from, if any, certified as correct by the box office management or treasurer and the manager of the theatre, and countersigned as corrected by you.



Dear Producer:

Enclosed please find your License Agreement for the musical you requested. Carefully review all terms and conditions of the Agreement and any attached Riders.

For your convenience we provide this checklist to assist you in processing your Agreement.

1. IS YOUR ORGANIZATION'S INFORMATION CORRECT?

Please check all your organization's addresses listed and the contact name making any necessary corrections.

2. MATERIALS CANNOT BE SHIPPED TO A POST OFFICE BOX NUMBER.

If you wish to have materials sent to an address other than the current shipping address listed, or if your shipping address as currently listed is a P.O. Box, provide an alternative **street address** for shipping.

3. IS THE "PERFORMANCE DETAILS" INFORMATION CORRECT?

Please check the following: Title of Musical; Opening and Closing Performance Dates and Total number of Performances. The Weekly Royalty Guarantee is based on the number of performances in each performance week. Please check the ROYALTY section on the front of the License Agreement for accuracy.

4. ARE YOU RECEIVING THE MATERIALS WHEN YOU NEED THEM?

Unless you specifically request otherwise, all materials are shipped via UPS utilizing the service we feel will best insure your receipt of the materials by the delivery date indicated in Rider A, Item I of your Agreement. **YOU MUST ALLOW A MINIMUM OF 10 DAYS FOLLOWING OUR RECEIPT OF YOUR SIGNED LICENSE AGREEMENT BEFORE MATERIALS ARE SHIPPED.**

5. WHAT ARE THE AVAILABLE RENTAL MATERIALS?

The rehearsal and orchestration materials are detailed on Rider B – Credits and Production Information. Your options are using the entire orchestration, renting individual orchestra books, or you may present your production with only piano accompaniment using one of the scores provided with the Rehearsal Set.

6. DO YOU NEED EXTRA RENTAL TIME?

The Rehearsal Set (Rider (B)) is provided one month prior to your opening date. If you want the Rehearsal Set earlier, fill out Rider A, Item III and enter this amount on Line 4 on the front of the License Agreement. Orchestration [see Rental Fees on the front of the license agreement] is optional and is provided at a rate of \$210.00 for one month prior to your opening date. If you want the Orchestration earlier, fill out Rider A, Item III and add this amount to Line 4 on the front of the License Agreement.

7. ARE ADDITIONAL LIBRETTI/VOCAL BOOKS, SCORES OR ORCHESTRA BOOKS NEEDED?

If you need additional Libretti/Vocal books, Piano Vocal Scores, Piano Conductor, Orchestra Parts or Full Scores (if available), you may order additional materials by determining your additional material requirements and completing Rider A, Item II. Please calculate the amount due and enter this amount in Additional Material Fees, line 3 on the front of the License Agreement.

8. HOW TO DETERMINE THE TOTAL AMOUNT PAYABLE UPON SIGNING IN LINE 8?

Your **TOTAL AMOUNT PAYABLE UPON SIGNING** will be determined by adding the amounts from lines 5, 6, 7 and 8. You are responsible for entering the amounts on lines 3, 4, 5, 6 and 9.

9. HAS THE LICENSE AGREEMENT BEEN SIGNED?

Please sign and provide the information requested at the bottom of the License Agreement.

10. HAVE YOU ENCLOSED A CHECK?

Please enclose a check or money order drawn on a United States bank and payable in U.S. Funds for the amount you calculated and entered on [Line 9 – **TOTAL AMOUNT PAYABLE UPON SIGNING**]. Please make all checks or money orders payable to R&H Theatricals.

11. MAKE CERTAIN ALL YOUR NEEDS ARE CLEARLY INDICATED ON YOUR LICENSE AGREEMENT.

After your License Agreement has been processed, each amendment is subject to a \$25.00 handling fee.

12. QUESTIONS???

Call us if you have any questions in filling out the License Agreement. We will be more than happy to assist you. Our customer service phone number is 212-541-6600.

Our very best wishes for a successful production!

Forward **ONE COPY** of the signed License Agreement along with any attached Riders and your check or money order to:

R&H THEATRICALS
Attn: Accounts Receivable - Professional
1065 Avenue of the Americas
Suite 2400
New York, NY 10018

Visit our website at www.rnhtheatricals.com

IMPORTANT NOTICE

All musicals must be performed exactly as they appear in the materials provided. Per the terms of this License Agreement no changes **OF ANY SORT** are permitted without the prior written consent of R&H Theatricals.

You may not use a recorded orchestra nor **CREATE AN ORCHESTRAL REDUCTION** without the prior written consent of R&H Theatricals.

FAILURE TO ADHERE TO THESE LICENSE PROVISIONS WILL BE CONSIDERED A BREACH OF CONTRACT AND RESULT IN THE CANCELLATION OF THIS LICENSE.

*Please retain the attached copy of the License
for YOUR records.*

*Please return the other enclosed copy of the License to
R&H Theatricals with the Amount Payable Upon Signing.*

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-j

Date: March 20, 2007

Subject: Agreements for “Sensational Showtunes”

Background: Presented for the Board’s review and consideration are agreements between Riverside Community College District and John Vaughan and Karousel Kids and Ashley Green to provide costume design, scenic portal, and wardrobe services for the Performance Riverside production of “Sensational Showtunes.” The terms of these agreements are for March 21, 2007 through April 6, 2007, April 8, 2007 and April 9, 2007, respectively. The fees for these agreements are \$1,000.00, \$500.00, and \$1,200.00, respectively. Funding source: General Fund.

These agreements have been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ruth W. Adams, Director, Contracts, Compliance and Legal Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, from March 21, 2007 through April 6, 2007, April 8, 2007, April 9, 2007, respectively, for \$1,000.00, \$500.00, and \$1,200.00, 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
JOHN VAUGHAN

THIS AGREEMENT is made and entered into on this March 21, 2007, by and between John Vaughan, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide costume design services during "Sensational Showtunes".
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from March 21, 2007 through April 6, 2007.
4. 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:

"Sensational Showtunes"	\$1,000.00 payable on 4/6/07
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5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Contractor 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.
7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

John Vaughan
PO Box 2361
Running Springs, CA 92382-2361

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
KAROUSEL KIDS

THIS AGREEMENT is made and entered into on this March 21, 2007, by and between Karousel Kids, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

10. The Contractor agrees to provide musical note scenic portal services during "Sensational Showtunes".
11. The services rendered by the Contractor 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 March 21, 2007 through April 8, 2007.
13. Payment in consideration of this agreement includes a service fee that shall not exceed \$500.00 payable after receipt of invoice on the following dates:

"Sensational Showtunes"	\$500.00 payable on 3/21/07
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14. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

15. Contractor 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. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
17. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
18. 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

Karousel Kids/Alisa Allen
309 E. Alamosa Drive
Claremont, Ca 91711

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
ASHLEY GREEN

THIS AGREEMENT is made and entered into on this March 21, 2007, by and between Ashley Green, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

19. The Contractor agrees to provide costume mistress services during "Sensational Showtunes".
20. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
21. The term of this agreement shall be from March 21, 2007 through April 9, 2007.
22. Payment in consideration of this agreement includes a service fee that shall not exceed \$1,200.00 payable after receipt of invoice on the following dates:

"Sensational Showtunes"	\$1,200.00 payable on 4/6/07
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23. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

24. Contractor 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.
25. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
26. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
27. 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

Ashley Green
2146 Monterey Peninsula Dr.
Corona, CA 92882

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-k

Date: March 20, 2007

Subject: Agreement with Harvey Pittel

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Harvey Pittel to provide services as a guest saxophone artist of a master class in the RCC Music Department. The term of this agreement is from March 14, 2007 through March 21, 2007. The total fee for this agreement is \$800.00.

Funding source: Grant FIE #223.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from March 14, 2007 through March 21, 2007, for \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HARVEY PITTEL

THIS AGREEMENT is made and entered into on this March 14, 2007, by and between Harvey Pittel, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide a Master Class in saxophone performance as a guest artists with students on March 14, 2007.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from March 14, 2007 through March 21, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$800.00 payable after receipt of invoice on the following date:

Guest Artist Master Class in Saxophone Performance	\$800.00 payable on 3/21/07
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5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or

omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

6. Contractor 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.
7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Harvey Pittel
School of Music
University of Texas at Austin
Austin, TX 78712

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-1

Date: March 20, 2007

Subject: Agreement with Press-Enterprise

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Press-Enterprise/PE.Com to provide advertising services for the 2007 Performance Riverside productions. Performance Riverside will provide ad space for the Press Enterprise in their programs, lobby signage, subscription offers in mailings, four tickets to each show, and the company name and logo on their website. The term of this agreement is for February 1, 2007 through December 31, 2007. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from February 1, 2007 through December 31, 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: Carolyn L. Quin
Dean, Riverside School for the Arts

The Press-Enterprise/PE.Com
And
Riverside Community College District
dba
Performance Riverside
2007 Season (February – December)

Sponsorship Agreement

Riverside Community College District dba Performance Riverside and The Press-Enterprise/PE.com in consideration of the promises made herein agree as follows:

The Press-Enterprise will provide:

1. Seven hundred and two (702”) inches of full-run advertising space valued at the 2007 Monday - Wednesday rate. Ads must be black & white. Ads will publish on Mondays, Tuesdays and Wednesdays only. An ad schedule is attached to promote the Performance Riverside 2007 Season.
2. Logo art for all Performance Riverside promotional materials: banners, program, print ads, etc.
3. Subscription offer as part of the direct mailing to the 2007-2008 Performance Riverside subscribers, donors, and targeted mailing lists to Inland Empire college grads who own homes. Copy & art due by March 10 to their designer. Performance Riverside will provide a proof to The Press-Enterprise before mailings.

Value: \$81,000.00

The Press-Enterprise full run advertising
Monday - Wednesday = \$115.17 per column inch
Thursday – Saturday = \$128.20 per column inch
Sunday = \$140.00 per column inch

Color is subject to availability and press limitations. Rates are as follows:

The Press-Enterprise full run advertising
One color = \$1,008 per ad
Full color = \$1,779 per ad

Performance Riverside will provide:

1. The Press-Enterprise ad in 25,000 souvenir programs.

2. Lobby signage for all performances.
3. The Press-Enterprise the right to solicit subscribers, one to one, in their lobby, at Performance Riverside presentations, reaching 40,000 people at 60 performances. Also have the opportunity to have other promotions as well as subscription offers.
4. The Press-Enterprise subscription offer in 50,000 direct mail pieces per season. They mail to their subscribers, donors, and targeted mailing lists to Inland Empire college grads who own homes.
5. The Press-Enterprise with four (4) tickets to each show title.
6. Company name and logo (link) on Performance Riverside website.

Value: \$81,000.00

Further understandings:

1. Performance Riverside will use such space during the period beginning February 2, 2007 and ending December 31, 2007.
2. The ads provided to The Press-Enterprise MUST BE CAMERA READY, downloaded to <http://production.pe.com/> and emailed to the Marketing Department at least one week prior to the desired run date.
3. Spanish-language ads must be provided for La Prensa.
4. Following the expiration of the term of the agreement, any unused credit on account will be forfeited without recourse.
5. Requested dates, ad placement and color within the paper cannot be assured and are based upon availability.
_____ Initial Here
6. Tear-sheets are not provided for sponsorship ads however newspapers containing sponsorship ads may be purchased at a rate of \$0.10 daily and \$0.32 Sunday for each copy.
7. Space in The Press-Enterprise Co. publications may not be brokered or bartered and will be used for the promotion of the above-mentioned event only. No third parties may be promoted or mentioned in this advertising, excluding sponsor logos.

8. The publisher reserves the right to reject, cancel or revise, in whole or in part any advertisement at any time without notice.
9. The Press-Enterprise Co hereby grants Performance Riverside the limited, non-exclusive, non-transferable license to use/display The Press-Enterprise logo for the items listed in this letter of agreement. Uses of The Press-Enterprise Co. trade names shall at all times remain the exclusive property of The Press-Enterprise Co. Service marked or trademarked brands used in any manner other than that as set forth in this agreement is expressly prohibited. If brands are used, such an act will constitute an infringement of The Press-Enterprise Co. intellectual property.
10. Performance Riverside agrees to indemnify, defend and hold harmless The Press-Enterprise Co. its officers, directors, servants, agents, contractor or employees from and against all losses, damages, claims or injury or death of persons, arising out of or in any manner connected with the services, activities, event or responsibilities as specified in this agreement.

Executed on _____ 2007

Performance Riverside

The Press-Enterprise/PE.com

By: _____
Dr. James Buysse
Vice Chancellor, Administration & Finance

By: _____
Karen Kokiko
Vice President/Marketing

By: _____
Ed Lasak
Vice President/Finance

By: _____
Ron Redfern
Publisher & CEO

Performance Riverside Ad Schedule 2007

Will Rogers Ads

Camera Ready Ad is due to The PE by Friday, Feb. 2 by 11a.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Tuesday	Feb. 6
3x9 b/w ad	Wednesday	Feb. 7
3x9 b/w ad	Monday	Feb. 12
3x9 b/w ad	Tuesday	Feb. 13
3x9 b/w ad	Wednesday	Feb. 14

Sensational Show Tunes Ads

Camera Ready Ad is due to The PE by Wednesday, March 21 by 4p.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Tuesday	March 27
3x9 b/w ad	Wednesday	March 28
3x9 b/w ad	Wednesday	April 4

Man of La Mancha Ads

Camera Ready Ad is due to The PE by Wednesday, May 30 by 4p.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Tuesday	June 5
3x9 b/w ad	Wednesday	June 6
3x9 b/w ad	Wednesday	June 13

Harriett Tubman Ads

Camera Ready Ad is due to The PE by Wednesday, Feb. 7 by 4p.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Wednesday	Feb. 14
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Charlotte's Web Ads

Camera Ready Ad is due to The PE by Wednesday, April 25 by 4p.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Wednesday	May 2
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Season Subscription Ads (Ads will run in the Summer – Dates TBD)

Camera Ready Ad is due to The PE by TBD.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	TBD	TBD
3x9 b/w ad	TBD	TBD

West Side Story Ads

Camera Ready Ad is due to The PE by Wednesday, Sept. 5 by 4p.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Tuesday	Sept. 11
3x9 b/w ad	Wednesday	Sept. 12
3x9 b/w ad	Wednesday	Sept. 19

Seussical Ads

Camera Ready Ad is due to The PE by Thursday, Nov. 1 by 4p.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Tuesday	Nov. 6
3x9 b/w ad	Wednesday	Nov. 7
3x9 b/w ad	Wednesday	Nov. 14

Family Series Ads

Camera Ready Ad is due to The PE by Wednesday, Oct. 31 by 4p.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Monday	Nov. 5
3x9 b/w ad	Wednesday	Nov. 7

Hollydazzel Ads

Camera Ready Ad is due to The PE by Thursday, Nov. 29 by 4p.m.
(3 column = 5.75" width x 9" height)

3x9 b/w ad	Tuesday	Dec. 4
3x9 b/w ad	Wednesday	Dec. 5
3x9 b/w ad	Wednesday	Dec. 12

Please email ad to lfoley@pe.com and upload them to <http://production.pe.com>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-m

Date: March 20, 2007

Subject: Agreement with Jack McLean

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Jack McLean as guest lecturer on the subject of film lighting. The lecture will be presented to students of Riverside City College. The term of this agreement is from March 21, 2007 through March 27, 2007. The total fee for this agreement is \$200.00. Funding source: Grant FIE #223.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from March 21, 2007 through March 27, 2007, for \$200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
JACK MCLEAN

THIS AGREEMENT is made and entered into on this March 21, 2007, by and between Jack McLean, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide a lecture on lighting for film as a guest with students on March 27, 2007.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from March 21, 2007 through March 27, 2007.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$200.00 payable after receipt of invoice on the following date:

Guest Lecturer in lighting for film	\$200.00 payable on 3/27/07
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5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

- 6. Contractor 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.
- 7. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.
- 8. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

Jack McLean

James L. Buysse
Vice Chancellor, Administration and Finance

Contractor

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-n

Date: March 20, 2007

Subject: Agreement with Marshall Gartenlaub

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Marshall Gartenlaub. This agreement is for services to be rendered by Marshall Gartenlaub who will conduct research on behalf of California community colleges and prepare an issue paper that addresses professional development and the type of criteria and standards that should be established to ensure compliance with the requirements of Perkins IV. The issue paper will be used to inform policy as the new state plan for Career Technical Education is developed. The term of the agreement will be from March 21, 2007 through June 30, 2007, for an amount not to exceed \$3,000.00. Funding source: VTEA State Leadership (Desert Regional Consortium).

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 March 21, 2007 through June 30, 2007, for an amount not to exceed \$3,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
Associate Vice Chancellor, Occupational Education

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
MARSHALL GARTENLAUB

THIS AGREEMENT is made and entered into on this 21 day of March, 2007, by and between Marshall Gartenlaub, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: research and write a 5-10 page issue paper that addresses the issue of professional development related to the California state plan for vocational education for funding under the Carl D. Perkins Career and Technical Education Act IV.
 - a. The services will be provided at: Riverside Community College District Rubidoux Annex.
 - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The term of this agreement shall be from March 21, 2007 through June 30, 2007 .
3. Payment in consideration of this agreement includes a service fee that shall not exceed \$3,000.00, payable after receipt of invoice.
4. During the term of this Agreement, CONTRACTOR shall defend, indemnify and hold the RCCD and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of CONTRACTOR, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.

During the term of this Agreement, RCCD shall defend, indemnify and hold the CONTRACTOR and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of the RCCD, its trustees, agents, students and employees, arising out of the performance of this Agreement.

5. Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.
6. Contractor is an independent contractor and no employer-employee relationship exists between Contractor and District.
7. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
8. This contract may be terminated by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for termination of this Agreement.
9. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
10. This Agreement will be governed by and construed in accordance with the laws of the State of California.

This Agreement has been read and agreed upon by the following representatives of both parties.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

CONTRACTOR

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

By: _____
Marshall Gartenlaub
8780 19th Street, #143
Alta Loma, CA 91701

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-o

Date: March 20, 2007

Subject: Agreement with Dale Masterson

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Dale Masterson to conduct a workshop for occupational education faculty and staff titled "Understanding the Millennials and How to Effectively Market to Them." The term of the agreement will be from March 21, 2007 through June 30, 2007, for an amount not to exceed \$925.00. Funding source: VTEA 1-C Grant Funds.

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 March 21, 2007 through June 30, 2007, for an amount not to exceed \$925.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
Associate Vice Chancellor, Occupational Education

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
DALE MASTERSON

THIS AGREEMENT is made and entered into on this 21st day of March, 2007, by and between DALE MASTERSON, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide the following services: Present a 2.5 hour workshop titled "Understanding the Millennials and How to Effectively Market to Them."
 - a. The services will be provided at an Occupational Education faculty and staff retreat at the Riverside Marriott.
 - b. The District shall provide the Contractor adequate working conditions and support as appropriate to conduct the services outlined above.
2. The term of this agreement shall be from March 21st through June 30, 2007.
3. Payment in consideration of this agreement includes a service fee that shall not exceed \$925.00, payable after receipt of invoice.
4. During the term of this Agreement, CONTRACTOR shall defend, indemnify and hold the RCCD and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of CONTRACTOR, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.

During the term of this Agreement, RCCD shall defend, indemnify and hold the CONTRACTOR and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of the RCCD, its trustees, agents, students and employees, arising out of the performance of this Agreement.

5. Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.

6. Contractor is an independent contractor and no employer-employee relationship exists between Contractor and District.
7. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
8. This contract may be terminated by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for termination of this Agreement.
9. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
10. This Agreement will be governed by and construed in accordance with the laws of the State of California.

This Agreement has been read and agreed upon by the following representatives of both parties.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

CONTRACTOR

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

By: _____
Dale Masterson
4727 Edison St.
San Diego, CA 92117
619/886-2982

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-p

Date: March 20, 2007

Subject: Facilities Use Agreement with UCLA Conference Center

Background: Presented for the Board's review and consideration is a facilities use agreement between Riverside Community College District and UCLA Conference Center for the use of the Arrowhead facility for a Basic Skills Retreat for Moreno Valley campus faculty, staff, and administrators. The term of the agreement is for April 19, 2007 through April 20, 2007, for a fee of \$16,307.00. Funding source: California Community College Chancellor's Office Basic Skills Re-appropriation Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for April 19, 2007 through April 20, 2007, for an amount not to exceed \$16,307.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Lisa Conyers
Vice President, Educational Services



UCLA CONFERENCE CENTER
CONFERENCE RESERVATION AGREEMENT

Date issued: March 1, 2007 and return this form by: 3/21/2007
Conference Director or Organizer: _____ (Person with overall responsibility for conference)
Conference Contact: Lisa Conyers (Person making detailed arrangements with us)
Name of Organization Planning Conference: Riverside Community Colleges
Title of Conference: RCC Basic Skills

Conference Dates and Times:
Check-In Day and Date: Thursday, April 19, 2007 Check-Out Day and Date: Friday, April 20, 2007
Arrival Time: 2:00 pm* First Meal: Dinner
Departure Time: 3:00 pm** Last Meal: Lunch

*Participants check into guest rooms at 4:00 p. and check out at 12noon. Meeting Room Use after 1pm Extra Charge of \$10 per Person
Meeting Room use prior to 4pm= Extra charge of \$10 per person.

Conference Reservation Number:
Total # of Persons: 90 # of Double Rooms Requested: 45 # of Single Rooms Requested: 0

Rates: Includes: Lodging, Three Meals, Meeting Room, A/V Equipment, Coffee Breaks, Social Set-Ups, Recreation Facilities, Maid Service, Parking.

Complete Conference Plan: \$ 155.00 Double Occupancy per person per night \$ 185.00 Single Occupancy per person per night.
Rates quoted for future fiscal years (after July 1st) are estimated. Future rates then in effect during the conference will prevail.

Advance Booking Deposit:

Conference dates are officially booked only upon receipt of the- completed Conference Reservation Agreement and Advance Booking Deposit of the first night's per person stay, which will subsequently be deducted from the final conference bill.

90 Persons x the first night's stay* = \$ 13,950.00 Advance Booking Deposit Required. Due: 03/21/2007

* The deposit is based on the current double rate; the actual charge will be based on the double rate at the time of your stay.

Means of Payment:

If your conference is sponsored by a University of California department, we will charge the Advance Deposit to your 13-digit department recharge number. For conferences to be held in future years, we will not recharge until July 1 of that fiscal year.

University Recharge # _____
Loc. Acct. CC Fund Project Sub

Authorization Recharge Account Signature: _____

If your group is not University of California sponsored, make check payable to: The Regents of the University of California.

Cancellation/Reduction Provisions:

Advance Booking Deposit Refund/Reduction Deadline: December 20, 2006 (120 days prior to check-in date)

Attendance Guarantee Deadline: March 21, ~ 2007 (30 days prior to check-in date)

No deposit is forfeited for cancellations or notification of reduced numbers received prior to December 20, 2006

The first night's per person stay deposit is forfeited for cancellations/reductions received between December 20, 2006 & March 21, 2007

Full conference fees will be charged for all cancellations or reductions received after March 21, 2007

There are no exceptions to either of these policies, and all cancellations or reductions must be received in writing.

I understand and agree to abide by the provisions of the Conference Reservation Agreement, the General Provisions, and the policies specified in the attached Information For Conference Organizers.

Authorized Agent: _____ Address: _____

Name: _____ Address: _____

Title: _____ Telephone: _____

Organization: _____ Fax: _____

E-Mail: _____

Please complete front and back of this form and return to:

UCLA Conference Center- P.O. Box 160 Lake Arrowhead, CA 92352
Telephone (909) 337-2478 • FAX (909) 337.1030 • www.uclaconferencecenter.com

GENERAL PROVISIONS FOR USE OF THE CONFERENCE CENTER BY NON-UNIVERSITY GROUPS

Non-University of California groups and organizations requesting to use the Conference Center must obtain approval indicating that the purpose of the group and the nature of the proposed conference or function are consistent with the educational purposes and objectives of the University.

The Center shall be used only in accordance with Federal, State, and local laws and shall not be used for the purpose of organizing or carrying out unlawful activities. Reservations are subject to all applicable University policies.

All persons at the Conference Center are required to abide by University policies. Violations of such policies may subject a person to possible University sanctions as well as legal penalties.

A request for use of the Conference Center shall be denied if the request is not in accordance with these guidelines or if circumstances are such that the event will present danger to the orderly operation of the Center.

Organizations within the University, including Alumni, shall take precedence over Non-University of California users in the use of the Center.

Use of the Conference Center shall not be granted for fund-raising purposes without prior permission from the President of the University of California or his designee.

Security, performance, and/or liability bonds may be required. Depending upon the nature of the proposed event, the user may be required to provide public liability and other insurance, naming the Regents as additionally insured.

Any written or other material used for promotional purposes or any conference proceeding (written or taped) must include a prominent statement that the views expressed at the conference are not supported or endorsed by the University of California. The University of California reserves the right to cancel a reservation in the event of unusual circumstances.

APPLICATION FOR USE BY NON-UNIVERSITY GROUPS

Non-University of California groups and organizations requesting to use the Center must obtain University approval. The purpose of the group and the nature of the proposed conference must be consistent with the educational purposes and objectives of the ~ University, and be beneficial to it. To help us make this determination, please provide the following information:

Purpose of the Applicant Organization or
Agency _____

Establish the educational purpose of the meeting. What is the proposed program and what topics will be presented? Who is teaching what to whom? _____

Name, Address and Telephone Number of Previous Conference Locations and Dates Held:

Signature of Representative

Date

Name and Title

(typed or printed)

Phone

University of California Approval

Date



UCLA CONFERENCE CENTER INFORMATION FOR CONFERENCE ORGANIZERS

Educational Use Policy

The UCLA Conference Center is available to both University and Non-University groups. Non-University groups must complete the Application for Use by Non-University Groups, establishing the purpose of the meeting. University approval is required.

Reservations and Advance Booking Deposits

Space is not officially reserved until receipt by the Center of the Advance Booking Deposit in the amount of the first night's per person stay. The amount of the Advance Booking Deposit is deducted from the final conference bill. University of California conferences may submit a department recharge number to be billed after July 1st preceding the check-in day. There is a ten-person minimum per night to reserve conference facilities. Group arrivals and departures are not scheduled for Saturdays; a two-night minimum guarantee is required on weekends.

Daily Rates

The Center operates on the Complete Conference Plan, which includes lodging and three meals as well as meeting rooms, audio/visual equipment, coffee breaks, social and recreational facilities, maid service, and parking. The rate is quoted on the Conference Reservation Agreement unless your conference is scheduled for future fiscal years (after July 1st), in which case, the rate then in effect during your conference will prevail.

Cancellations/Reductions

There is no deposit forfeiture for cancellations received more than 120 days prior to check-in. The first night's per person stay deposit is forfeited for all cancellations or reductions received between 120 days and 30 days prior to conference check-in. Full conference fees, including the deposit, are charged for any cancellation or reduction received during the final 30 days prior to check in. To facilitate room assignments, you are required to submit an Attendance Guarantee and roommate list to the Conference Center 30 days prior to the conference check-in date. The list constitutes the minimum number of guaranteed occupancies for which you will be billed. If not submitted 30 days prior to the conference check-in date, the original reservation number becomes the guarantee number. Final occupancy billing is based on the 30 day advance guarantee, or actual attendance (whichever is greater), with no credit for "no shows," late arrivals, early departure, or meals not eaten.

Audio/Visual Equipment

The following audio/visual equipment is available at no charge: overhead, slide, and video/computer projectors; podiums and microphones;

easels; whiteboards; laser pointers; VCR's with monitors; and portable assistive listening systems. Use must be arranged one month in advance.

Arrival/Departure Times

Check-in time is 4:00 p.m. While your conference day does not end until 1:00 p.m. after lunch on the day of departure, checkout time from our guest rooms is 12:00 noon. Special arrangements for earlier or later access or usage of meeting rooms may be requested at the time of booking with the conference coordinator and is billed based on a per-person charge of the total number of guaranteed attendees for your conference. Early arrival or late departure is granted solely by the Conference Center based on availability.

Meeting Rooms

Meeting rooms vary in size and location. We have four large meeting rooms, four medium meeting rooms, and up to ten smaller breakout rooms. Conference Center management assigns these facilities based on the needs of each conference. Since there is usually more than one group present at the same time, we schedule meeting rooms based on group size, maximum convenience, and wheelchair accessibility. Conference rooms, tables, and chairs are set up to your specification at no charge. Such arrangements must be made with the Conference Center Coordinator one month prior to the conference check-in date.

Social Rooms

The UCLA Conference Center, as a state agency, cannot sell or provide alcoholic beverages. We do, however, allow you to bring your own social beverages (alcoholic and/or non-alcoholic). Bottles and cans only please, no kegs. At your request, we will provide a complimentary social room and set-up (ice and glasses) before or after dinner. We will also provide wine glasses at dinner, upon request

Tax and Tipping

State sales tax will be added to the food portion of the conference bill. Individual tipping is not required at the Center. Group tips, although not required or expected, are permitted and will be accepted at the Front Desk. When received, they are divided equally among all non-management staff who have worked during the conference.

Guest Room Accommodations

Our guest rooms vary in size and type and are assigned to conferences by management of the Center based on a variety of factors. Normal occupancy is two persons to each room; most rooms have two baths. Space permitting, single occupancy accommodations are available for an extra charge, when requested. Please include instructions regarding roommates, priority room requirements (VIP's and guests requiring wheelchair accessibility), and dietary restrictions.

Main Lodge Hours

The Main Lodge is open from 6:00 a.m. to midnight; the Front Desk opens at 7:00 a.m. There is a fresh fruit bowl in the lobby at 9:00 p.m. each night, and vending machines are available for snacks and sodas.

Meals

Meals are served in our three dining rooms on this schedule: Breakfast Buffet — 8:00-8:30 a.m. Lunch — 12:00 Noon. Dinner — 6:30 p.m. Inform the Conference Center Coordinator in advance of any dietary restrictions. Meetings are not held in dining rooms.

Supplementary services

The Center can provide snacks and hot or cold hors d' oeuvres for a modest charge. Please make arrangements one month in advance with the Conference Center Coordinator via the Arrangements Form. It is the policy, of the Conference Center that groups may not bring their own food for meals, meetings, or social hours.

Payment

One master bill is prepared for each conference. Full payment is due within 30 days after the conference concludes. Accounts not paid in full within 30 days following the conference will incur an additional 1.5% per month late payment finance fee.

Conference Enhancements

UCLA Conference Center is home to a world-class ropes course with professional instructors. For the ultimate in team-building experience, our ropes course features low activities that all guest will feel comfortable with, graduating to high activities that will challenge your participants to reach their, maximum potential. Ask your conference coordinator for additional information.

Smoke-Free Environment

Pursuant to state law, we have adopted a smoke-free policy in all buildings including guest rooms, meeting, social, and dining rooms. There is a \$100.00 fee added to the conference bill for the cleaning and rehabilitation of any room where smoking has occurred.

Recreational Facilities

Although emphasis is on serious conferencing at the Center, recreational facilities are available. Our facilities include a heated swimming pool (mid-May through mid-October); a softball field; fitness trail; two indoor spas; four tennis courts; putting green; volleyball; shuffleboard; badminton; horseshoe pits; basketball; and table tennis. Equipment is available for activities. An assortment of parlor games

is also available.

How to Dress

Dress at the Center is informal. Comfortable walking shoes are recommended. Guest should be prepared for a wide range of temperatures in the mountains. Sweaters or light jackets are 'usually' needed for spring and fall evenings. Warm coats and snow boots are recommended during the winter season. Sweatshirts are available for purchase at the Front Desk, if someone forgets warm clothing.

Families

Non-participating spouses are welcome with approval of the conference organizer. Special rates apply; please inquire. Due to the serious nature of our conferences, it is essential that we provide a quiet atmosphere free from interruptions. Therefore, the Center cannot be scheduled for "Family Retreats." Meeting rooms are not available for use as child-care rooms or for children's activities.

Damage

We cannot be responsible for lost or stolen articles, and there will be a charge for any damage to facilities or items missing from our, guest rooms. There is an \$8.00 fee added to the conference bill for each room key not returned at check-out time.

Accessibility for Disabled Persons

Persons with disabilities will find the facilities quite accessible. Staff is willing and trained to provide assistance in those cases where access is not easily gained. We rely on the conference organizer to advise us at least 30 days in advance of the details concerning all guests with disabilities who will be attending.

Additional Provisions

Please do not bring pets to the Center; they are not allowed on the grounds, No camping is allowed on the grounds at any time. Guests use the Center only by permission of the University of California. Failure to observe rules, or irresponsible or unacceptable behavior, may be grounds to withdraw that permission.



RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-q

Date: March 20, 2007

Subject: Agreement with H & L Charter Co., Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and H & L Charter Co., Inc. for the use of their transportation services to the Basic Skills Retreat in Lake Arrowhead. The term of the agreement is for April 19, 2007 through April 20, 2007, for a fee of \$2,644.00. The cost will be split between the Basic Skills and Title V funds. Funding source: California Community College Chancellor's Office Basic Skills Re-appropriation funding (\$1,322.00) and Title V (\$1,322.00).

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for April 19, 2007 through April 20, 2007, for an amount not to exceed \$2,644.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Lisa Conyers
Vice President, Educational Services
Maureen Chavez
Director, Title V

H & L Charter Co., Inc.
 8801 Helms Avenue Rancho Cucamonga CA 91730
 Phone 909 466-3984 FAX 909 466-6049

CONFIRMATION

Order

March 1, 2007

Riverside Comm. College/Moreno Campus
 Attn: Suzanne Lauda
 16130 Lasselle Street
 Moreno Valley, CA 9255

Cust No: RIV16102 Salesperson: Mary White Group: Educational Services Office Workorder: 22809 P0 Number: Start Date: 3/22/2007 End Date: 3/23/2007

Fax 951-571-6153

Thank you for allowing us to serve your transportation needs. If you should have any questions please do not hesitate to call us at 909 466-3984

A deposit in the amount of (Waived) is required. To insure that you receive the best possible service, we ask that you review the following information.

FROM			TO			Amount	Tax	Total
Date	Time	Location	Date	Time	Location			
04/19/2007		Moreno Valley	03/22/2007	15:30	Lake.Arrowhead Village	\$661.00		\$661.00
	Spot: 12:15	Riverside Community College			Lake Arrowhead Resort.			
	Leave: 12:30	16130 Lasselle CA 92551			27984 Hwy 189 Ca 92352			
	Bus Type: 55 PAX							
04/19/2007		Moreno Valley	03/22/2007	15:30	Lake Arrowhead Village	\$661.00		\$661.00
	Spot: 12:15	Riverside Community College			Lake Arrowhead Resort.			
	Leave: 12:30	16130 Lasselle CA 92551			27984 Hwy 189 Ca 92352			
	Bus Type: 55 PAX							

Camp Transfers: Adult Retreat
 Requests: Mike & David
 Trip booked by Lisa Conyers/ @ 951-571-6350 or 951-961-0904 (c)

Priced at winter rates: If camp transfer takes 3 hours or less will charge \$661.00 per bus/per transfer

Sub Total	\$1,322.00
Tax	
Misc. Charges	
Total:	\$1,322.00
Deposit Paid.	\$0.00
Balance Due:	\$1,322.00

Customer Signature: _____ Date: _____

FOR VALID RESERVATION. PLEASE SIGN AND DATE BOTH SIDES AND RETURN

EXTRA CHARGES

Airport Pick-up or Drop-off fee of \$1 5.00 applies to all group airport arrivals and departures.

All Drivers Gratuities, Admissions, National Park Entrance Fees, Tolls, Parking Fees, Special Permits and Driver Accommodations are the responsibility of the customer unless otherwise indicated and agreed to in writing on this contract.

Customer agrees to pay for driver(s) private room with bath accommodation(s) on all overnight trips. Company policy dictates that these accommodations must be at a Motel 6 or better property.

All damage to the coach caused by the group shall be the responsibility of the Person, Company, Agency etc., chartering the coach.

PRICING

Prices are subject to change without notice and should be used as a guide. Please call for a quote. All quotes are based on information provided by the client at time of booking. All quotes are subject to adjustment after completion if the hours or mileage vary from the client's estimation. Customer agrees to pay for additional time or mileage, whichever is greater. A fuel surcharge may apply to this contract in accordance with any price increases of #2 Diesel fuel.

PAYMENTS & DEPOSITS

A \$100.00 deposit is required within fourteen (14) days of booking for all hourly charters and one-day casino tumarounds. Balance is due fourteen (14) days prior to commencement date of service and is 100% refundable with ten (10) calendar days written notice of cancellation.

Flat-rated or package trips require a deposit of \$300.00 or 10% of total charges, whichever is greater within fourteen (14) days of booking. All balances are due thirty-five (35) days prior to the trips' commencement date.

H & L Charter accepts Visa, MasterCard and American Express for payment of services. If you wish to pay by credit card you must fill out, sign and return a credit card authorization form prior to the trips departure.

CANCELLATIONS

Cancellations with less than ten (10) calendar days notice are subject to charges as follows: Cancellations at 4-10 calendar days are subject to \$100.00 charge plus any non-refundable costs.

Cancellations within 72 hours of trip departure will be charged the four hour minimum plus any non-refundable costs. Customer agrees to pay full price for services ordered for trips that are canceled at the pick up point, and full price for 24 hours or less cancellation notice plus any non-refundable costs. Cancellation fees and/or non-refundable deposits for per person packages vary by venue and could be subject to forfeiture entirely.

CREDIT ACCOUNTS

H & L Charter does not establish Credit Accounts. All services must be paid prior to commencement of service. See payment policies in the preceding section.

LUGGAGE

Due to Occupational Safety Hazards Administration (OSHA) limitations we must restrict luggage weight to no more than 50 pounds per piece. Overweight luggage will not be handled by our drivers. Please advise your passengers that if their luggage exceeds 50 pounds they will be required to load and unload it themselves.

TRANSFERS

All transfers are based on one pick up and one drop off within a maximum of two hours to complete the service. If three hours are exceeded, additional hourly rates will be charged.

LICENSING & INSURANCE

All vehicles are licensed and insured as required by State and Federal Laws. Certificate of Insurance is available upon request.

OTHER CONDITIONS

H & L Charter shall not be held liable for luggage or other articles that are damaged, lost or stolen.

H & L Charter cannot be held liable for strikes, floods, illness, road conditions, traffic problems, unforeseen mechanical breakdowns, acts of god or any other condition beyond our control. Customer agrees that under such circumstances shall be non-compensable.

H & L Charter is not liable for any changes by other entities. Hotel reservations, ticket purchases, attraction fees and other venues are purchased on behalf of customer as a convenience and service. If entities cancel or revise any program that effects price quoted, H & L Charter is not liable for any additional costs. H & L Charter will refund customer payment less costs.

Changes in the size or number of coaches must be requested no later than forty-eight (46) hours prior to trip origination date and are based upon availability of coaches at the time of request. Customer acknowledges that such requests may result in additional per coach charges above quoted prices even if the number or size of coaches decreases.

Customer agrees to comply with standard safety regulations. Passengers shall not sit in or place items in the aisle or ahead of the white/yellow line. Passengers are reminded that it may be harmful to stand or walk about a moving vehicle and such action should be limited to need. Passengers are encouraged to remain

seated. For additional safety purposes, vehicles are equipped with Drive Cam, a digital recording system, and passengers may be monitored or photographed.

Drivers Hours of Service: Customer acknowledges that Federal regulations dictate that a coach driver may not drive more than ten (10) hours, nor be on duty for more than a total of fifteen (15) hours. The driver must have eight (8) consecutive hours off duty as required. Groups must consider that pre trip, post trip, service and fueling the coach has to be included in the 15 hour total and may not interfere with drivers off duty time. Customer agrees to plan the trip accordingly or pay for additional drivers and all incurred costs required to meet the itinerary.

H & L Charter reserves the right to assign this contract, or any portion thereof to any reputable charter motor coach operator who holds the necessary licenses, permits and insurance to perform the services contracted for.

All agreements between Customer and H & L Charter shall be made in writing and signed by both parties. Neither party shall rely on any verbal information received from the other until such becomes a written and approved amendment to this contract.

If Customer and/or member of Customers group commence an action against H & L Charter arising out of or in conjunction with this agreement, H & L Charter shall be entitled to have and recover reasonable attorney's fees, expenses and court costs of suits if H & L Charter should prevail in the action.

The undersigned is duly authorized by H & L Charter Co., Inc., its Board of Directors and its Stockholders to approve this contract and enforce the compliance of the terms and conditions hereon.

Authorized Signature

Jodi Merrit _____
Type or Print Name here.

Vice President _____
Title

Date

The undersigned acknowledges that they have the authority to sign for the customer/client noted hereon.

Authorized Signature

Print Name Here

H & L Charter Co., Inc.
 8801 Helms Avenue Rancho Cucamonga CA 91730
 Phone 909 466-3984 FAX 909 466-6049

CONFIRMATION

Order

March 1, 2007

Riverside Comm. College/Moreno Campus
 Attn: Suzanne Lauda
 16130 Lasselle Street
 Moreno Valley, CA 92551

Cust No: RIV16102 Salesperson: Mary White Group: Educational Services Office Workorder: 22810 P0 Number: Start Date: 3/22/2007 End Date: 2/23/2007 Phone: 951-571-6351 Fax: 951-571-6353

Thank you for allowing us to serve your transportation needs. If you should have any questions please do not hesitate to call us at 909 466-3984

A deposit in the amount of (Waived) is required. To insure that you receive the best possible service, we ask that you review the following information.

<u>FROM</u>			<u>TO</u>						
Date	Time	Location	Date	Time	Location	Amount	Tax	Misc	Total
04/20/2007		Lake Arrowhead Village	03/23/2007	18:00	Moreno Valley	\$661.00			\$861.00
	Spot: 14:45	Lake Arrowhead Resort			Riverside Community College.				
	Leave: 15:00	27984 Hwy 189 Ca 92352			16130 Lasselle CA 92551				
	Bus Type: 55 PAX								
04/20/2007		Lake Arrowhead Village	03/23/2007	18:00	Moreno Valley	\$661.00			\$861.00
	Spot: 14:45	Lake Arrowhead Resort			Riverside Community College.				
	Leave: 15:00	27984 Hwy 189 Ca 92352			16130 Lasselle CA 92551				
	Bus Type: 55 PAX								

Camp Transfers: Adult Retreat
 Requests: Mike & David
 Trip booked by Lisa Conyers/ @ 951-571-6350 or 951-0904 (c)

Priced at winter rates: If camp transfer takes 3 hours or less will charge \$661.00 per bus/per transfer

Sub Total \$1,322.00
 Tax
 Misc. Charges
 Total: \$1,322.00
 Deposit Paid:
 Balance Due: \$1,322.00

Customer Signature: _____ Date: _____

FOR VALID RESERVATION. PLEASE SIGN AND DATE BOTH SIDES AND RETURN.

EXTRA CHARGES

Airport Pick-up or Drop-off fee of \$1 5.00 applies to all group airport arrivals and departures.

All Drivers Gratuities, Admissions, National Park Entrance Fees, Tolls, Parking Fees, Special Permits and Driver Accommodations are the responsibility of the customer unless otherwise indicated and agreed to in writing on this contract.

Customer agrees to pay for driver(s) private room with bath accommodation(s) on all overnight trips. Company policy dictates that these accommodations must be at a Motel 6 or better property.

All damage to the coach caused by the group shall be the responsibility of the Person, Company, Agency etc., chartering the coach.

PRICING

Prices are subject to change without notice and should be used as a guide. Please call for a quote. All quotes are based on information provided by the client at time of booking. All quotes are subject to adjustment after completion if the hours or mileage vary from the client's estimation. Customer agrees to pay for additional time or mileage, whichever is greater. A fuel surcharge may apply to this contract in accordance with any price increases of #2 Diesel fuel.

PAYMENTS & DEPOSITS

A \$100.00 deposit is required within fourteen (14) days of booking for all hourly charters and one-day casino tumarounds. Balance is due fourteen (14) days prior to commencement date of service and is 100% refundable with ten (10) calendar days written notice of cancellation.

Flat-rated or package trips require a deposit of \$300.00 or 10% of total charges, whichever is greater within fourteen (14) days of booking. All balances are due thirty-five (35) days prior to the trips' commencement date.

H & L Charter accepts Visa, MasterCard and American Express for payment of services. If you wish to pay by credit card you must fill out, sign and return a credit card authorization form prior to the trips departure.

CANCELLATIONS

Cancellations with less than ten (10) calendar days notice are subject to charges as follows: Cancellations at 4-10 calendar days are subject to \$100.00 charge plus any non-refundable costs. Cancellations within 72 hours of trip departure will be charged the four hour minimum plus any non-refundable costs. Customer agrees to pay full price for services ordered for trips that are canceled at the pick up point, and 1/2 full price for 24 hours or less cancellation notice plus any non-refundable costs. Cancellation fees and/or non-refundable deposits for per person packages vary by venue and could be subject to forfeiture entirely.

CREDIT ACCOUNTS

H & L Charter does not establish Credit Accounts. All services must be paid prior to commencement of service. See payment policies in the preceding section.

LUGGAGE

Due to Occupational Safety Hazards Administration (OSHA) limitations we must restrict luggage weight to no more than 50 pounds per piece. Overweight luggage will not be handled by our drivers. Please advise your passengers that if their luggage exceeds 50 pounds they will be required to load and unload it themselves.

TRANSFERS

All transfers are based on one pick up and one drop off within a maximum of two hours to complete the service. If three hours are exceeded, additional hourly rates will be charged.

LICENSING & INSURANCE

All vehicles are licensed and insured as required by State and Federal Laws. Certificate of Insurance is available upon request.

OTHER CONDITIONS

H & L Charter shall not be held liable for luggage or other articles that are damaged, lost or stolen.

H & L Charter cannot be held liable for strikes, floods, illness, road conditions, traffic problems, unforeseen mechanical breakdowns, acts of god or any other condition beyond our control. Customer agrees that under such circumstances shall be non-compensable.

H & L Charter is not liable for any changes by other entities. Hotel reservations, ticket purchases, attraction fees and other venues are purchased on behalf of customer as a convenience and service.

If entities cancel or revise any program that effects price quoted, H & L Charter is not liable for any additional costs. H & L Charter will refund customer payment less costs.

Changes in the size or number of coaches must be requested no later than forty-eight (46) hours prior to trip origination date and are based upon availability of coaches at the time of request. Customer acknowledges that such requests may result in additional per coach charges above quoted prices even if the number or size of coaches decreases.

Customer agrees to comply with standard safety regulations. Passengers shall not sit in or place items in the aisle or ahead of the white/yellow line. Passengers are reminded that it may be harmful to stand or walk about a moving vehicle and such action should be limited to need. Passengers are encouraged to remain seated. For additional safety purposes, vehicles are equipped with Drive Cam, a digital recording system, and passengers may be monitored or photographed.

Drivers Hours of Service: Customer acknowledges that Federal regulations dictate that a coach driver may not drive more than ten (10) hours, nor be on duty for more than a total of fifteen (15) hours. The driver must have eight (8) consecutive hours off duty as required. Groups must consider that pre trip, post trip, service and fueling the coach has to be included in the 15 hour total and may not interfere with drivers off duty time. Customer agrees to plan the trip accordingly or pay for additional drivers and all incurred costs required to meet the itinerary.

H & L Charter reserves the right to assign this contract, or any portion thereof to any reputable charter motor coach operator who holds the necessary licenses, permits and insurance to perform the services contracted for.

All agreements between Customer and H & L Charter shall be made in writing and signed by both parties. Neither party shall rely on any verbal information received from the other until such becomes a written and approved amendment to this contract.

If Customer and/or member of Customers group commences an action against H & L Charter arising out of or in conjunction with this agreement, H & L Charter shall be entitled to have and recover reasonable attorney's fees, expenses and court costs of suits if H & L Charter should prevail in the action.

The undersigned is duly authorized by H & L Charter Co., Inc., its Board of Directors and its Stockholders to approve this contract and enforce the compliance of the terms and conditions hereon.

Authorized Signature

Jodi Merrit
Type or Print Name here.

Vice President
Title

Date

The undersigned acknowledges that they have the authority to sign for the customer/client noted hereon.

Authorized Signature

Print Name Here

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-r

Date: March 20, 2007

Subject: Agreement with Pomona Valley Hospital Medical Center

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Pomona Valley Hospital Medical Center to provide clinical opportunities for Emergency Medical Services students. The term of this agreement begins March 21, 2007 and continues until terminated by either party. Funding source: No cost to the District.

The agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, Ruth W. Adams, Director, Contracts, Compliance and Legal Services, and Ronald Vito, Associate Vice Chancellor of Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from March 21, 2007 until terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Patricia M. Bufalino
Interim Dean of Instruction
Chris Nollette
Director, Emergency Medical Services Program

COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into on this 21st day of March, 2007, by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as "the COLLEGE") and Pomona Valley Hospital Medical Center, (hereinafter referred to as "the PROVIDER"). (The COLLEGE and the PROVIDER shall collectively be referred to herein as "the Parties").

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Emergency Medical Technician Program and a student Paramedic Program, (hereinafter collectively referred to as "the EMS Program");

WHEREAS, the EMS Program has certain requirements for students to gain clinical experience while enrolled in the EMS Program;

WHEREAS, the PROVIDER maintains certain facilities which lends itself to the provision of said clinical experience for students of the EMS Program;

WHEREAS, the COLLEGE and the PROVIDER desire to cooperate in the EMS Program and to use the facilities of both Parties in connection therewith; and

WHEREAS, the PROVIDER shall retain ultimate responsibility for the care of the patients served by students in the EMS Program.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the preparation of practitioners for positions in Emergency Medical Services (EMS).
2. The COLLEGE shall be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.
3. The COLLEGE shall select, test, and supervise the students admitted to the EMS Program at the time of admittance and throughout the period of time prescribed for its completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at the PROVIDER. The instructors and the Director of the EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio shall not exceed the ratio listed for the EMS Program in accordance with the State of California EMT-I and EMT-P policies.

5. The COLLEGE shall provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.

6. The COLLEGE shall provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program, similar to those maintained for all other students at California EMS Academy.

8. The COLLEGE shall furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.

9. The PROVIDER shall provide the following:

- (a) Full cooperation on its part to help ensure success of the EMS Program.
- (b) The cooperation and counsel of the PROVIDER'S administrative and professional staff in the operation of the EMS Program, in accordance with this Agreement.
- (c) Equipment and supplies needed for instruction within the individual areas where students are assigned, after consultation with the EMS Program Director.
- (d) As broad an experience as possible with opportunities for observation, participation, and independent activity involving patient contact through

the program(s) offered by the PROVIDER.

10. The PROVIDER shall retain ultimate control and responsibility for supervision and oversight of patient care at all times.

11. Should emergency treatment be necessary for students in the event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE's Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.

12. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations and policies, including, but not limited to: those governing professional conduct, confidentiality, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event that a student fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities by such students.

13. Each student in the EMS Program, prior to beginning field time with the PROVIDER, shall provide documentation of health status to the EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. Each paramedic student in the EMS Program will have one (1) year and 2,000 hours of pre-hospital experience prior to beginning field time with the PROVIDER.

14. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.

15. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.

16. A strict code of confidentiality is to be maintained by all participants in the EMS Program. All information obtained from patient records is to be held in strict confidence. No copies of patient records shall be made, and no records or copies thereof shall be removed from

the PROVIDER. Patients shall not be identified in any manner in reports or case studies undertaken by students or instructors. In the event of an accident or incident, the patient may be identified in the COLLEGE'S confidential internal records only. The COLLEGE and its employees, agents and students having any access to records of the PROVIDER'S patients shall observe all Federal, State, County and Local laws and regulations concerning confidentiality of records. PROVIDER may require that a confidentiality agreement be executed by individuals accessing PROVIDER resources under the terms and intent of this Agreement. In the event of an individual's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement hereinafter required to be entered into with the PROVIDER for access to PROVIDER resources, or his/her breach of the terms of any such agreement with the PROVIDER, access to PROVIDER'S resources, or continued access to PROVIDER'S resources, as applicable, shall be denied under this Agreement.

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

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

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

when necessary for infection control.

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

18. Students enrolled in the EMS Program are provided coverage under the COLLEGE'S professional liability insurance. The COLLEGE shall provide certificates of insurance to the PROVIDER on or before the effective date of this Agreement. The certificates of insurance shall indicate that the respective insurance policies shall be maintained throughout the term of this Agreement. The COLLEGE shall add PROVIDER as an additional covered party under its general liability coverage with a JPA. Additional Insured status is limited to liability arising from the acts or omission of RCCD students or employees. PROVIDER shall be given notice, in writing, at least thirty (30) days in advance of any cancellation, modification or reduction in coverage. RCCD shall obtain coverage through a program of self-insurance and/or coverage from a JPA.

19. The COLLEGE shall defend, indemnify and hold harmless the PROVIDER, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the COLLEGE, any COLLEGE instructor, any student or personnel assigned to the PROVIDER by the COLLEGE, relating to, or in any way connected with the

training of any student(s) participating in the EMS PROGRAM under this Agreement. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

20. The PROVIDER shall defend, indemnify and hold harmless the COLLEGE, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and court costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the PROVIDER, its employees, officers or agents, relating to, or in any way connected with the training of any student(s) participating in EMS Program under this Agreement. The PROVIDER shall have the right to conduct any investigation necessary to implement this provision.

21. This Agreement shall be effective upon execution by both Parties and shall continue in force until terminated by either party. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.

23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be amended only upon the written and mutual consent of the Parties hereto.

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

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

COLLEGE

Riverside Community College District
Ben Clark Training Center
3423 Davis Ave.
Riverside, CA 92518

PROVIDER

Pomona Valley Hospital Medical Center
1798 N. Garey Avenue
Pomona, CA 91767

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

26. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breach of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include such an award thereof.

27. Assignment: This Agreement shall not be assigned by either party without the prior written consent of the other party.

28. Waiver of Subrogation Rights: The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER or their officers, officials, employees, agents, volunteers, contractors and subcontractors.

29. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.

30. Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute

one and the same instrument.

IN WITNESS WHEREOF, the Parties as agree that the effective date of this Agreement shall be the date of the last Party to execute the Agreement.

By: _____
Pomona Valley Hospital
Medical Center

By: _____
Riverside Community College District
Dr. James Buysse

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-s

Date: March 20, 2007

Subject: Agreement with Doris Griffin

Background: Attached for the Board's review and consideration is a proposed independent contractor agreement between Riverside Community College District and Doris Griffin to perform services and produce deliverables as detailed within this scope of service. The deliveries from this contract will allow the District to expand its electronic degree audit to include coursework from other colleges. The term of the agreement is March 21, 2007 through June 30, 2007. The total fee for this agreement shall not exceed \$7,500.00. Funding source: Matriculation Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from March 21, 2007 through June 30, 2007, for an amount not to exceed \$7,500.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
Doris Griffin

This Agreement, entered into this March 21, 2007, between RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Doris Griffin, whose address is 8284 N. McDonald, Fresno, CA 93720, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning March 21, 2007 and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

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

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 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 (RCCD). 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
- 4.04 Indemnification. Client and Contractor mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement.
- 4.05 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 4.06 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.07 Non Discrimination. Contractor will comply with all Federal and State guidelines and/or regulations and will not discriminate against any person in the provision of services on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Further, Contractor is on notice that harassment of any employee/student with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited by Client.

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. Client may use the deliverables from this work without restrictions of any kind.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time upon 30 days written notice to the other party.

ARTICLE VII. GENERAL PROVISIONS

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

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

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

Riverside Community College

Consultant

James L. Buisse
Vice President, Administration and Finance

Name of Consultant
Independent Contractor

Date

Date

EXHIBIT A

Riverside Community College District
Independent Contractor Agreement with Doris Griffin

SCOPE OF SERVICES

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

Scope of Service

Brief Description of Project: In 2003, RCCD committed to the development and implementation of Datatel's Electronic Degree Audit Module. Due to time and resource constraints, the decision was made to initially implement degree audit for only those courses taken in the Riverside Community College District. To this day RCCD manually enters courses that students have taken at other colleges if they are needed to meet prerequisite requirements, and the degree audit module still only applies to courses taken within the District. We are currently developing and implementing a process to electronically enter student transcripts from other colleges. The first step toward the implementation of this process is to build the course equivalencies within the Datatel system. The deliveries from this contract will allow the District to initiate this first step.

Scope of Services: Contractor will enter course equivalencies for degree applicable courses from the five most common transfer institutions as delineated in following deliverables. Upon completion of entering these equivalencies, Contractor will provide on-site training for continued entry and maintenance of course equivalencies to appropriate Client personnel.

Deliverables: The following will be delivered to the Client as a result of the provision of services described within this Scope of Services. All work must be completed by June 30, 2007. Contractor will:

- Build Course Equivalencies in RCCD's Datatel System for San Bernardino Valley College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Chaffey College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Mt. San Antonio College's Degree Applicable Courses.
- Build Course Equivalencies in RCCD's Datatel System for Mt. San Jacinto College's Degree Applicable Courses.

- Build Course Equivalencies in RCCD's Datatel System for Crafton Hills College's Degree Applicable Courses.

Other Commitments from Contractor:

- Contractor will travel at her own expense to the Riverside Community College District for a training session with appropriate district personnel as soon as possible after the successful completion of Phase 1 of this contract. Contractor will conduct this training on a regular work day to avoid Client having to pay overtime costs for personnel.
- If other on-site sessions are necessary, Contractor will pay her own travel expenses.

Other Commitments from Client:

- Client will provide Contractor catalogs from Colleges listed in "Deliverables" with RCCD course equivalencies noted for all degree applicable courses.
- Client will provide Contractor remote access to Client's data.
- Client will work with Contractor to implement training session on a mutually agreed upon regular work in June 07 prior to June 30, 2007.

EXHIBIT B

Riverside Community College District
Independent Contractor Agreement with Doris Griffin

COMPENSATION

Building Course Equivalencies in RCCD's Datatel System and Training of Appropriate College Personnel

1. As compensation for the services to be rendered on the building of course equivalencies in RCCD's Datatel System and the training of appropriate college personnel to continue building and maintainance of course equivalencies Riverside Community College shall pay to the Contractor an amount equal to \$7500.00 to be paid in arrears upon submission of an invoice detailing the tasks successfully completed as per the following:
 - Development and acceptance of Course Equivalencies for San Bernardino Valley College's Degree Applicable Courses --\$1500.
 - Development and acceptance of Course Equivalencies for Chaffey College's Degree Applicable Courses --\$1500.
 - Development and acceptance of Course Equivalencies for Mt. San Antonio College's Degree Applicable Courses --\$1500.
 - Development and acceptance of Course Equivalencies for Mt. San Jacinto College's Degree Applicable Courses --\$1500.
 - Development and acceptance of Course Equivalencies for Crafton Hills College's Degree Applicable Courses --\$1500.

The full \$7500 will be paid upon official final acceptance of course equivalency test results and satisfactory completion of the training of appropriate RCC personnel to continue building and maintain the course equivalencies. All work must be completed by June 30, 2007.

This agreed upon total includes all Contractor outlays (time, travel, materials, etc.). Service provision may be discontinued at any time RCCD deems it is no longer needed.

2. If the Contractor is not able to render all services outlined in "Exhibit A", the Contractor will be paid for services rendered up to that point.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: V-A-8-t

Date: March 20, 2007

Subject: Agreement with Complete Coach Works

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Complete Coach Works. The District shall provide a mechanics training course (pilot program) for up to 20 Complete Coach Works employees. The term of the agreement is from March 27, 2007 through April 30, 2007. The District will be paid \$8,700.00, for course development and 36 hours of training, at an amount not to exceed \$10,000.00. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ruth Adams, Director, Contracts, Compliance and Legal Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the term of March 27, 2007 through April 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: John Tillquist
Dean, Technology and Economic Development
Robert Grajeda
Director, Corporate and Business Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT

In accordance with the terms and provisions of the California Community College Chancellor's Office, Industry Driven Regional Collaboratives – Logistics 06-326-128 Agreement between Riverside Community College District and Mt. San Antonio College, in February of 2007, this Educational Services Agreement is entered into on the 27th day of March, 2007, between Riverside Community College District, hereinafter referred to as "District", and Complete Coach Works, hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
2. The Contractor agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
3. The District will conduct the Course.
4. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
5. Students/trainees will not receive unit(s) of credit.
6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
7. The term of this Agreement shall be from March 27th, 2007 through April 30th, 2007.
8. The Contractor agrees not to enter into agreements with the contract trainer/s that are in direct competition with the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not

relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents, resulting from the performance of this agreement.
The Contractor shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents, resulting from the performance of this agreement.
11. Both parties will maintain in full force and effect at all times during this agreement a policy of general liability insurance, or self-insurance, covering all of its operations, with no less than \$1,000,000 coverage per occurrence. The parties will also maintain workers' compensation insurance in accordance with the laws of the State of California. Evidence of said insurance policies shall be furnished upon request of either party.
12. The parties agree that they will comply with all state and federal non-discrimination and equal opportunity regulations for all persons with regard to race, color, religion, national origin, ancestry, sex, physical/mental disability, medical condition, marital status, age, or sexual orientation.
13. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

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

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

James Buysse, Vice Chancellor, Administration & Finance
Title

Title

Riverside Community College District
Customized Solutions for Business & Industry

SCHEDULE A
SERVICES & COMPENSATION

California Community College Chancellor's Office, Industry Driven Regional Collaboratives – Logistics 06-326-128 Agreement between Riverside Community College District and Mt. San Antonio College, in February of 2007, this Educational Services Agreement is entered into on the 27th day of March, 2007, between Riverside Community College District, hereinafter referred to as "District", and Complete Coach Works, hereinafter referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto. The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of program: Mechanics Training Course (Pilot Program)

Class Size: 1 class with up to 20 participants.
12, 3 hour sessions for a total of 36 class hours (12 X 3 = 36)

Training Schedule: March 27, 2007 – April 30, 2007

Fee:

- Cost of Training: \$7,200
- Course Development: \$1,500
- Cost of Textbooks: Contractor will purchase textbooks at college rate of \$75 for Textbook and Workbook (txtbk 58.50 + wkbk 15.00 + 1.50)
- Shipping TBD, to be paid by Contractor
- Supplemental texts or dictionaries not created by Riverside Community College District will be purchased by Complete Coach Works
- Make-up classes will be invoiced for the instructor's hourly rate of \$100.00.

Terms:

- Contractor contribution: \$2,500 to be paid in 2 installments. \$1,250 to be paid by the first day of training and the balance of \$1250 to be paid at the completion of the training.
- Textbooks will be purchased prior to the first day of training
- Invoicing for any additional payment due the District will occur at the end of the scheduled training.

Contractor initials	Date
Bill \$2,500.00 to:	
Complete Coach Works - Attn: John Smith	
1863 Service Court	
Riverside, Ca. 92507	
Bill \$6,200.00 to:	
California Community College Chancellor's Office	
Industry Driven Regional Collaboratives – Logistics	
06-326-128 Agreement with Mt. San Antonio	
College	

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-a

Date: March 20, 2007

Subject: Purchase Using San Mateo County Community College Award

Background: The San Mateo County Community College had awarded a bid to Krueger International (KI). The District may use this contract to purchase furniture and equipment for the Quadrangle project in accordance with Public Contract Code Section 20652. Funding will come from Fund 41, budgeted in resource 4160.

Recommended Action: It is recommended that the Board of Trustees approve using the San Mateo County Community College bid for furniture and equipment for the Quadrangle project in the amount of \$428,320 for furniture and equipment.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-b

Date: March 20, 2007

Subject: Purchase Dell Computers and Equipment
Using Western States Contracting Alliance, Master Price Agreement

Background: Western States Contracting Alliance (WSCA) maintains lists of contracts for goods and services with competitive pricing awarded to vendors and approved for use by all governmental entities that are empowered to expend public funds for the acquisition of goods and services. The Board has previously approved the use of the WSCA for piggyback purchases under Public Contract Code 20652.

The staff proposes that the District piggyback on the Western States Contracting Alliance (WSCA) contract #A63307 to purchase Dell computers as needed throughout the District. The term of the Master Price Agreement, contract #A63307, is from September 1, 2004 to August 31, 2007. The contract has been reviewed and meets District requirements. Funding will come from general or categorical funds.

Recommended Action: It is recommended that the Board of Trustees approve using the Western States Contracting Alliance, contract #A63307, to purchase Dell Computers and equipment, as needed for all departments in the District, as per the terms of the Master Price Agreement from September 1, 2004 to August 31, 2007.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-c

Date: March 20, 2007

Subject: Purchase Using General Services Administration

Background: The General Services Administration (GSA) maintains lists of contracts for goods and services awarded to vendors and approved for use of all governmental entities that are empowered to expend public funds for the acquisition of goods and services. The District may use the GSA contracts to purchase equipment for the Quadrangle in accordance with Public Contract Code Section 20652. Funding will come from Fund 41, budgeted in resources 4100 & 4160.

<u>Contract #</u>	<u>Vendor</u>	<u>Description</u>	<u>Total</u>
GS-03P-0001P	Spinitar	Audio Video Communication Equipment & Integration System	\$645,592

Recommended Action: It is recommended that the Board of Trustees approve using the General Services Administration (GSA) contracts to purchase equipment from Spinitar in the amount of \$645,592, for the Quadrangle.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-d

Date: March 20, 2007

Subject: Purchase Using California Multiple Award Schedules

Background: The California Multiple Award Schedules (CMAS) maintains lists of contracts for goods and services awarded to vendors and approved for use by all California governmental entities that are empowered to expend public funds for the acquisition of goods and services. The District may use the CMAS contracts to purchase furniture and equipment for the Quadrangle in accordance with Public Contract Code Section 20652. Funding will come from Fund 41, budgeted in resource 4160.

Listed below are the contracts:

<u>Contract #</u>	<u>Vendor</u>	<u>Description</u>	<u>Total</u>
3-07-70-2391A	Advanced Communication Engineering	Media Room Build Out & Connectivity Components	\$ 68,948
3-03-70-0163 S,P,	Nexus	Information Technology Infrastructure Integration	\$760,379

Recommended Action: It is recommended that the Board of Trustees approve using the California Multiple Award Schedules (CMAS) contracts to purchase furniture and equipment in the amount of \$829,327 for the Quadrangle project.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-9-e

Date: March 20, 2007

Subject: Purchase Using County of Riverside Award

Background: The County of Riverside had awarded a bid, Contract number RIVCO-93145-005-012-06/06 and amended contract number RIVCO-93145-005-018-06/07, to GM Business Interiors. The District may use this contract to purchase furniture and equipment for the Quadrangle project in accordance with Public Contract Code Section 20652. Funding will come from Fund 41, budgeted in Resource 4160.

Recommended Action: It is recommended that the Board of Trustees approve using the County of Riverside bid, contract number RIVCO-93145-005-012-06/06 and amended contract number RIVCO-93145-005-018-06/07 to purchase furniture and equipment in the amount of \$372,670 for the Quadrangle project.

Salvatore G. Rotella
President

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-f

Date: March 20, 2007

Subject: Notice of Completion – ECS Modular Building Remodel, Moreno Valley Campus

Background: On October 17, 2006, the Board of Trustees awarded a contract to Dalke & Sons Construction for the ECS Modular Building Remodel project at the Moreno Valley Campus in the amount of \$216,480.

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 ECS Modular Building Remodel project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and 3) authorize the Board President to sign the notice.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

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

Backup V-A-9-f
March 20, 2007
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: ECS Modular Building Remodel, Moreno Valley
Campus
Date of completion: March 20, 2007
Nature of owner: Public School
Interest or estate of owner: Fee Simple
Address of owner: 4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor: Dalke & Sons Construction
Street address or legal description of site: 16130 Lasselle Street
Moreno Valley, CA 92551

Dated: March 20, 2007

Owner: Riverside Community College District
(Name of public entity)

By: _____
President, Board of Trustees

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

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

Executed at Riverside, CA on March 20, 2007.

President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-g

Date: March 20, 2007

Subject: Notice of Completion – Parking Structure P1 Project (Phase II)

Background: On April 21, 2005, the Board of Trustees awarded a contract to Bomel Construction Company, Inc. to use the Design Build method to construct a parking structure in the amount of \$13,672,000. Since the award, the Board of Trustees has approved several change orders listed below bringing the total for the project to \$14,656,724.

<u>Change Order #</u>	<u>Board Date</u>	<u>Board Report #</u>	<u>Total</u>
1	August 29, 2006	VI-D-3	\$532,163
2	October 17, 2006	VI-D-1	167,358
3	February 20, 2007	VI-D-3	285,203

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 Parking Structure P1 project (Phase II) as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and 3) authorize the Board President to sign the notice.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: March 20, 2007

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2006 through February 28, 2007. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: February 20, 2007

Subject: Monthly Financial Report (continued)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended February 28, 2007.

Salvatore G. Rotella
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 116,767,770	\$ 132,273,411	\$ 132,273,411	\$ 85,618,065
Intrafund Transfer from				
District Bookstore (Resource 1110)	450,000	380,000	380,000	190,000
Interfund Transfer from				
Self-Funded Equipment and Facility Projects (Resource 4150)	1,123,870	15,985	15,985	15,985
Total Revenues	<u>\$ 118,341,640</u>	<u>\$ 132,669,396</u>	<u>\$ 132,669,396</u>	<u>\$ 85,824,050</u>
Expenditures				
Academic Salaries	\$ 55,368,699	\$ 62,143,916	\$ 61,826,022	\$ 38,809,319
Classified Salaries	22,386,027	28,371,516	28,006,484	16,855,422
Employee Benefits	20,015,422	22,682,549	22,686,495	12,880,082
Materials & Supplies	1,767,370	2,855,693	2,819,501	1,345,307
Services	10,615,968	13,781,025	14,327,785	9,145,922
Capital Outlay	5,728,668	1,992,172	2,160,584	889,985
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	612,109	665,157	665,157	332,578
Customized Solutions (Resource 1170)	173,470	173,470	173,470	0
Federal Work Study (Resource 1190)	135,760	140,155	140,155	79,211
Matriculation (Resource 1190)	272,645	0	0	0
Instr. Equipment Match (Resource 1190)	539,047	222,028	222,028	222,028
Performance Riverside (Resource 1090)	193,257	193,257	193,257	96,628
Interfund Transfer to:				
Resource 3300	220,000	220,000	220,000	110,000
Resource 6100	500,000	250,000	250,000	125,000
Total Expenditures	<u>\$ 118,528,442</u>	<u>\$ 133,690,938</u>	<u>\$ 133,690,938</u>	<u>\$ 80,891,482</u>
Revenues Over (Under) Expenditures	\$ (186,802)	\$ (1,021,542)	\$ (1,021,542)	\$ 4,932,568
Beginning Fund Balance	13,022,273	12,835,471	12,835,471	12,835,471
Ending Fund Balance	<u>\$ 12,835,471</u>	<u>\$ 11,813,929</u>	<u>\$ 11,813,929</u>	<u>\$ 17,768,039</u>
Ending Cash Balance				<u>\$ 20,211,960</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals <u>7-1-05 to 6-30-06</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,842,227	\$ 1,915,330	\$ 1,915,330	\$ 1,233,552
Expenditures				
Classified Salaries	\$ 1,151,221	\$ 1,379,010	\$ 1,330,837	\$ 873,437
Employee Benefits	340,352	418,476	405,987	220,005
Materials & Supplies	88,789	49,163	67,959	29,435
Services	282,884	266,199	305,665	185,931
Capital Outlay	326,947	197,385	199,785	142,436
Total Expenditures	\$ 2,190,193	\$ 2,310,233	\$ 2,310,233	\$ 1,451,244
Revenues Over (Under) Expenditures	\$ (347,966)	\$ (394,903)	\$ (394,903)	\$ (217,692)
Beginning Fund Balance	952,591	604,625	604,625	604,625
Ending Fund Balance	\$ 604,625	\$ 209,722	\$ 209,722	\$ 386,933
Ending Cash Balance				\$ 405,779

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 898,884	\$ 954,806	\$ 954,806	\$ 765,767
Expenditures				
Academic Salaries	\$ 109,693	\$ 140,413	\$ 140,413	\$ 80,531
Classified Salaries	243,834	427,458	427,458	196,818
Employee Benefits	59,155	104,149	104,149	47,261
Materials & Supplies	34,077	61,180	61,180	28,092
Services	163,685	191,991	191,991	93,693
Capital Outlay	37,567	40,863	40,863	331
Total Expenditures	\$ 648,011	\$ 966,054	\$ 966,054	\$ 446,726
Revenues Over (Under) Expenditures	\$ 250,873	\$ (11,248)	\$ (11,248)	\$ 319,041
Beginning Fund Balance	417,843	668,716	668,716	668,716
Ending Fund Balance	\$ 668,716	\$ 657,468	\$ 657,468	\$ 987,757
Ending Cash Balance				\$ 989,212

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 988,791	\$ 1,002,906	\$ 1,002,906	\$ 642,088
Expenditures				
Academic Salaries	\$ 15,865	\$ 3,842	\$ 3,842	\$ 2,592
Classified Salaries	348,233	373,957	373,957	233,346
Employee Benefits	70,343	69,157	69,157	39,015
Materials & Supplies	15,570	16,000	16,000	7,361
Services	524,165	544,955	544,955	349,409
Capital Outlay	10,105	5,000	5,000	2,171
Total Expenditures	\$ 984,281	\$ 1,012,911	\$ 1,012,911	\$ 633,894
Revenues Over (Under) Expenditures	\$ 4,510	\$ (10,005)	\$ (10,005)	\$ 8,194
Beginning Fund Balance	81,877	86,387	86,387	86,387
Ending Fund Balance	\$ 86,387	\$ 76,382	\$ 76,382	\$ 94,581
Ending Cash Balance				\$ 96,035

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 673,954	\$ 710,675	\$ 710,675	\$ 444,959
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	96,628
Total Revenues	<u>\$ 867,211</u>	<u>\$ 903,932</u>	<u>\$ 903,932</u>	<u>\$ 541,587</u>
Expenditures				
Classified Salaries	\$ 250,120	\$ 290,481	\$ 290,367	\$ 184,453
Employee Benefits	77,549	87,718	95,032	55,573
Materials & Supplies	35,642	33,488	33,488	15,858
Services	629,517	487,829	480,629	312,517
Capital Outlay	1,408	3,000	3,000	0
Total Expenditures	<u>\$ 994,236</u>	<u>\$ 902,516</u>	<u>\$ 902,516</u>	<u>\$ 568,401</u>
Revenues Over (Under) Expenditures	\$ (127,025)	\$ 1,416	\$ 1,416	\$ (26,814)
Beginning Fund Balance	<u>(531,168)</u>	<u>(658,193)</u>	<u>(658,193)</u>	<u>(658,193)</u>
Ending Fund Balance	<u>\$ (658,193)</u>	<u>\$ (656,777)</u>	<u>\$ (656,777)</u>	<u>\$ (685,007)</u>
Ending Cash Balance				<u>\$ (682,067)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 863,446	\$ 863,441	\$ 863,441	\$ 583,886
Expenditures				
Services	\$ 35,685	\$ 36,150	\$ 36,150	\$ 18,729
Interfund Transfer to Food Services (Resource 3200)	356,930	506,930	506,930	253,465
Intrafund Transfer to General Operating (Resource 1000)	450,000	380,000	380,000	190,000
Total Expenditures	\$ 842,615	\$ 923,080	\$ 923,080	\$ 462,194
Revenues Over (Under) Expenditures	\$ 20,831	\$ (59,639)	\$ (59,639)	\$ 121,692
Beginning Fund Balance	87,633	108,464	108,464	108,464
Ending Fund Balance	\$ 108,464	\$ 48,825	\$ 48,825	\$ 230,156
Ending Cash Balance				\$ 230,156

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 273,316	\$ 452,513	\$ 452,513	\$ 63,404
Intrafund Transfer from General Operating (Resource 1000)	173,470	173,470	173,470	0
Total Revenue	<u>\$ 446,786</u>	<u>\$ 625,983</u>	<u>\$ 625,983</u>	<u>\$ 63,404</u>
Expenditures				
Academic Salaries	\$ 400	\$ 5,700	\$ 5,700	\$ 400
Classified Salaries	95,874	144,239	138,151	90,973
Employee Benefits	27,627	42,250	46,838	26,885
Materials & Supplies	9,270	31,000	31,000	7,921
Services	133,601	254,923	256,423	86,360
Total Expenditures	<u>\$ 266,772</u>	<u>\$ 478,112</u>	<u>\$ 478,112</u>	<u>\$ 212,539</u>
Revenues Over (Under) Expenditures	\$ 180,014	\$ 147,871	\$ 147,871	\$ (149,135)
Beginning Fund Balance	<u>86,701</u>	<u>266,715</u>	<u>266,715</u>	<u>266,715</u>
Ending Fund Balance	<u>\$ 266,715</u>	<u>\$ 414,586</u>	<u>\$ 414,586</u>	<u>\$ 117,580</u>
Ending Cash Balance				<u>\$ 100,885</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 972,143	\$ 1,000,989	\$ 1,000,989	\$ 154,558
Expenditures				
Services	\$ 142,829	\$ 156,100	\$ 156,100	\$ 105,885
Total Expenditures	\$ 142,829	\$ 156,100	\$ 156,100	\$ 105,885
Revenues Over (Under) Expenditures	\$ 829,314	\$ 844,889	\$ 844,889	\$ 48,673
Beginning Fund Balance	2,172,196	3,001,510	3,001,510	3,001,510
Ending Fund Balance	\$ 3,001,510	\$ 3,846,399	\$ 3,846,399	\$ 3,050,183
Ending Cash Balance				\$ 1,980,529

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 15,597,910	\$ 22,155,203	\$ 23,774,070	\$ 11,072,401
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	612,109	665,157	665,157	332,578
For Federal Work Study	135,760	140,155	140,155	79,211
For Matriculation	272,645	0	0	0
For Instructional Equipment	539,047	222,028	222,028	222,028
Total Revenues	<u>\$ 17,157,471</u>	<u>\$ 23,182,543</u>	<u>\$ 24,801,410</u>	<u>\$ 11,706,218</u>
Expenditures				
Academic Salaries	\$ 2,884,240	\$ 4,072,998	\$ 4,384,528	\$ 2,085,865
Classified Salaries	4,692,454	6,571,377	7,134,980	3,859,553
Employee Benefits	2,174,675	2,849,356	3,062,120	1,471,598
Materials & Supplies	1,439,600	2,128,838	1,955,209	438,112
Services	2,959,657	4,029,694	4,183,411	1,163,035
Capital Outlay	2,670,122	3,082,028	3,603,693	891,592
Scholarships	65,231	213,765	188,203	11,000
Student Grants (Financial, Book, Meal, Transportation)	271,492	234,487	289,266	174,595
Total Expenditures	<u>\$ 17,157,471</u>	<u>\$ 23,182,543</u>	<u>\$ 24,801,410</u>	<u>\$ 10,095,350</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 1,610,868
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,610,868</u>
Ending Cash Balance				<u>\$ 1,357,015</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,221,257	\$ 1,221,231	\$ 1,221,231	\$ 777,491
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>356,930</u>	<u>506,930</u>	<u>506,930</u>	<u>253,465</u>
Total Revenues	<u>\$ 1,578,187</u>	<u>\$ 1,728,161</u>	<u>\$ 1,728,161</u>	<u>\$ 1,030,956</u>
Expenditures				
Classified Salaries	\$ 624,505	\$ 632,710	\$ 632,710	\$ 422,504
Employee Benefits	229,286	266,147	266,147	141,154
Materials & Supplies	689,248	689,993	690,493	471,211
Services	103,355	251,225	247,988	138,544
Capital Outlay	<u>468</u>	<u>0</u>	<u>2,737</u>	<u>0</u>
Total Expenditures	<u>\$ 1,646,862</u>	<u>\$ 1,840,075</u>	<u>\$ 1,840,075</u>	<u>\$ 1,173,413</u>
Revenues Over (Under) Expenditures	\$ (68,675)	\$ (111,914)	\$ (111,914)	\$ (142,457)
Beginning Fund Balance	<u>295,949</u>	<u>227,274</u>	<u>227,274</u>	<u>227,274</u>
Ending Fund Balance	<u>\$ 227,274</u>	<u>\$ 115,360</u>	<u>\$ 115,360</u>	<u>\$ 84,817</u>
Ending Cash Balance				<u>\$ 64,315</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,144,168	\$ 1,230,457	\$ 1,230,457	\$ 729,012
Interfund Transfer from General Operating (Resource 1000)	220,000	220,000	220,000	110,000
Total Revenues	<u>\$ 1,364,168</u>	<u>\$ 1,450,457</u>	<u>\$ 1,450,457</u>	<u>\$ 839,012</u>
Expenditures				
Academic Salaries	\$ 837,349	\$ 914,833	\$ 914,833	\$ 553,164
Classified Salaries	165,242	189,371	186,871	81,773
Employee Benefits	199,107	213,504	213,504	110,059
Materials & Supplies	41,684	65,340	63,440	30,200
Services	49,943	58,670	65,570	45,025
Capital Outlay	2,014	8,000	5,500	851
Total Expenditures	<u>\$ 1,295,339</u>	<u>\$ 1,449,718</u>	<u>\$ 1,449,718</u>	<u>\$ 821,072</u>
Revenues Over (Under) Expenditures	\$ 68,829	\$ 739	\$ 739	\$ 17,940
Beginning Fund Balance	30,549	99,379	99,379	99,379
Ending Fund Balance	<u>\$ 99,379</u>	<u>\$ 100,118</u>	<u>\$ 100,118</u>	<u>\$ 117,319</u>
Ending Cash Balance				<u>\$ 128,851</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,346,375	\$ 9,632,003	\$ 9,632,003	\$ 3,320,453
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	0	293,742	293,742	293,742
Total Revenues	\$ 4,346,375	\$ 9,925,745	\$ 9,925,745	\$ 3,614,195
Expenditures				
Materials & Supplies	\$ 11,654	\$ 5,209	\$ 13,209	\$ 3,811
Services	82	6,531	6,531	0
Capital Outlay	4,435,325	10,556,791	10,548,791	3,520,369
Total Expenditures	\$ 4,447,061	\$ 10,568,531	\$ 10,568,531	\$ 3,524,180
Revenues Over (Under) Expenditures	\$ (100,686)	\$ (642,786)	\$ (642,786)	\$ 90,015
Beginning Fund Balance	743,472	642,786	642,786	642,786
Ending Fund Balance	\$ 642,786	\$ 0	\$ 0	\$ 732,801
Ending Cash Balance				\$ 706,801

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

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

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,226	\$ 500	\$ 500	\$ 668
Expenditures				
Materials & Supplies	\$ 522	\$ 0	\$ 0	\$ 0
Capital Outlay	860	49,055	49,055	0
Total Expenditures	\$ 1,382	\$ 49,055	\$ 49,055	\$ 0
Revenues Over (Under) Expenditures	\$ 1,844	\$ (48,555)	\$ (48,555)	\$ 668
Beginning Fund Balance	46,711	48,555	48,555	48,555
Ending Fund Balance	\$ 48,555	\$ 0	\$ 0	\$ 49,223
Ending Cash Balance				\$ 49,223

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

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

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 20	\$ 20	\$ 20	\$ 7
Expenditures				
Capital Outlay	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 20	\$ 20	\$ 20	\$ 7
Beginning Fund Balance	485	505	505	505
Ending Fund Balance	<u>\$ 505</u>	<u>\$ 525</u>	<u>\$ 525</u>	<u>\$ 512</u>
Ending Cash Balance				<u>\$ 512</u>

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

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 400,095	\$ 489,501	\$ 489,501	\$ 139,555
Proceeds from the sale of the La Sierra Property	9,035,971	0	0	0
Total Revenues	<u>\$ 9,436,066</u>	<u>\$ 489,501</u>	<u>\$ 489,501</u>	<u>\$ 139,555</u>
Expenditures				
Services	\$ 19,445	\$ 18,893	\$ 18,893	\$ 94
Capital Outlay	4,347,965	2,278,214	2,278,214	36,225
Total Expenditures	<u>\$ 4,367,410</u>	<u>\$ 2,297,107</u>	<u>\$ 2,297,107</u>	<u>\$ 36,319</u>
Revenues Over (Under) Expenditures	\$ 5,068,656	\$ (1,807,606)	\$ (1,807,606)	\$ 103,236
Beginning Fund Balance	6,113,030	11,181,686	11,181,686	11,181,686
Ending Fund Balance	<u>\$ 11,181,686</u>	<u>\$ 9,374,080</u>	<u>\$ 9,374,080</u>	<u>\$ 11,284,922</u>
Ending Cash Balance				<u>\$ 10,215,268</u>

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

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

	Prior Year Actuals <u>7-1-05 to 6-30-06</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 23,985	\$ 0	\$ 0	\$ 0
Expenditures				
Interfund Transfers to:				
General Operating (Resource 1000)	\$ 1,123,870	\$ 15,985	\$ 15,985	\$ 15,985
Total Expenditures	\$ 1,123,870	\$ 15,985	\$ 15,985	\$ 15,985
Revenues Over (Under) Expenditures	\$ (1,099,885)	\$ (15,985)	\$ (15,985)	\$ (15,985)
Beginning Fund Balance	1,115,870	15,985	15,985	15,985
Ending Fund Balance	\$ 15,985	\$ 0	\$ 0	\$ 0
Ending Cash Balance				\$ 0

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

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

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,726,681	\$ 1,500,000	\$ 1,878,000	\$ 654,828
Expenditures				
Classified Salaries	\$ 0	\$ 147,834	\$ 45,236	\$ 28,594
Employee Benefits	0	53,390	53,390	13,239
Materials & Supplies	13,131	21,869	21,869	0
Services	243,283	182,837	317,935	110,163
Capital Outlay	18,081,475	27,279,703	35,159,839	11,808,884
Intrafund Transfers to:				
State Construction (Resource 4100)	0	293,742	293,742	293,742
Total Expenditures	\$ 18,337,889	\$ 27,979,375	\$ 35,892,011	\$ 12,254,622
Revenues Over (Under) Expenditures	\$ (16,611,208)	\$ (26,479,375)	\$ (34,014,011)	\$ (11,599,794)
Beginning Fund Balance	50,782,712	34,171,504	34,171,504	34,171,504
Ending Fund Balance	\$ 34,171,504	\$ 7,692,129	\$ 157,493	\$ 22,571,710
Ending Cash Balance				\$ 22,571,710

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

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

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,423,670	\$ 4,431,168	\$ 4,446,644	\$ 3,337,934
Interfund transfer from General Operating (Resource 1000)	500,000	250,000	250,000	125,000
Total Revenue	<u>\$ 4,923,670</u>	<u>\$ 4,681,168</u>	<u>\$ 4,696,644</u>	<u>\$ 3,462,934</u>
Expenditures				
Classified Salaries	\$ 139,672	\$ 161,673	\$ 161,673	\$ 112,998
Employee Benefits	44,825	52,906	52,906	40,737
Materials & Supplies	3,307	3,900	7,400	3,006
Services	2,739,930	4,094,050	4,090,550	1,818,859
Capital Outlay	37,756	80,568	80,568	32,727
Total Expenditures	<u>\$ 2,965,490</u>	<u>\$ 4,393,097</u>	<u>\$ 4,393,097</u>	<u>\$ 2,008,327</u>
Revenues Over (Under) Expenditures	\$ 1,958,180	\$ 288,071	\$ 303,547	\$ 1,454,607
Beginning Fund Balance	110,881	2,069,061	2,053,585	2,053,585
Ending Fund Balance	<u>\$ 2,069,061</u>	<u>\$ 2,357,132</u>	<u>\$ 2,357,132</u>	<u>\$ 3,508,192</u>
Ending Cash Balance				<u>\$ 4,271,660</u>

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

Fund 61, Resource 6110 - Workers' Compensation Self-Insurance

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,150,767	\$ 1,391,620	\$ 1,391,620	\$ 884,208
Expenditures				
Classified Salaries	\$ 42,340	\$ 58,508	\$ 58,508	\$ 37,178
Employee Benefits	13,915	21,828	21,828	13,277
Materials & Supplies	1,071	620	620	153
Services	1,553,161	1,174,880	998,538	640,568
Capital Outlay	0	0	7,700	0
Total Expenditures	\$ 1,610,487	\$ 1,255,836	\$ 1,087,194	\$ 691,176
Revenues Over (Under) Expenditures	\$ (459,720)	\$ 135,784	\$ 304,426	\$ 193,032
Beginning Fund Balance	806,383	346,663	178,021	178,021
Ending Fund Balance	\$ 346,663	\$ 482,447	\$ 482,447	\$ 371,053
Ending Cash Balance				\$ 1,908,431

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

	<u>Associated Students of RCC</u>			
	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 590,083</u>	<u>\$ 601,000</u>	<u>\$ 601,000</u>	<u>\$ 502,233</u>
Expenditures				
Materials & Supplies	<u>\$ 568,064</u>	<u>\$ 601,000</u>	<u>\$ 601,000</u>	<u>\$ 320,646</u>
Total Expenditures	<u>\$ 568,064</u>	<u>\$ 601,000</u>	<u>\$ 601,000</u>	<u>\$ 320,646</u>
Revenues Over (Under) Expenditures	\$ 22,019	\$ 0	\$ 0	\$ 181,587
Beginning Fund Balance	<u>1,011,610</u>	<u>1,033,629</u>	<u>1,033,629</u>	<u>1,033,629</u>
Ending Fund Balance	<u>\$ 1,033,629</u>	<u>\$ 1,033,629</u>	<u>\$ 1,033,629</u>	<u>\$ 1,215,216</u>
Ending Cash Balance				<u>\$ 2,000,182</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED FEBRUARY 28, 2007**

Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program.

	<u>Student Financial Aid</u>			
	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 8,418,046</u>
Expenditures				
Other Scholarships and Grant Reimbursements	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 7,826,884</u>
Total Expenditures	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 7,826,884</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 591,162
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 591,162</u>
Ending Cash Balance				<u>\$ 587,833</u>

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

RCCD Development Corporation

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 8
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 16	\$ 0	\$ 0	\$ (12)
Beginning Fund Balance	16,237	16,253	16,253	16,253
Ending Fund Balance	<u>\$ 16,253</u>	<u>\$ 16,253</u>	<u>\$ 16,253</u>	<u>\$ 16,241</u>
Ending Cash Balance				<u>\$ 16,241</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-1

Date: March 20, 2007

Subject: Memorandum of Understanding with Educational Agencies

Background: Attached for the Board's review and consideration is a blanket Memorandum of Understanding between Riverside Community College District, as fiscal agents for the Desert Region Tech Prep Collaborative, and educational agencies who partner in the Desert Regional Tech Prep Collaborative grant. The memorandum is for the reimbursement of expenses incurred by partnering educational agencies to facilitate and direct the implementation of a 15-month coordinated regional work plan designed to provide a forum for regional collaboration, alignment of education and training efforts, and effective utilization of new and existing resources between workforce investment boards, and economic development agencies. Each Tech Prep Local Consortia within the region will provide high-quality, successful Tech Prep pathway programs and develop and implement a strategy to continually review and evaluate the partnership and work plan for continuing improvement. In order to allow partnering educational agencies to begin immediate implementation of the work plan, these memorandums would be signed by the Associate Vice Chancellor of Occupational Education. The terms of the memorandums will be April 1, 2007 through June 30, 2007. Total funds to be distributed will be \$201,875.00. Funding source: Carl D. Perkins Vocational and Technical Education Act of 1998, Title II Tech Prep Regional Coordination Grant.

This blanket Memorandum of Understanding 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 blanket Memorandum of Understanding, for the period April 1, 2007 through June 30, 2008, for a total amount of \$201,875.00, and authorize the Associate Vice Chancellor, Occupational Education, to sign the individual memorandums with partnering educational agencies.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
Associate Vice Chancellor, Occupational Education

MEMORANDUM OF UNDERSTANDING

Riverside Community College District
and
[Name of College or ROP]

This memorandum of understanding is made and entered into this 21st day of March, 2007, by and between Riverside Community College District, hereinafter referred to as RCCD, and [Name of College or ROP], hereinafter referred to as [College or ROP acronym]. The term of this MOU is pending notification of receipt of grant contract from the California Department of Education, but not sooner than April 1, 2007, through June 30, 2008.

On behalf of the four Tech Prep consortia in Riverside and San Bernardino counties, Riverside Community College District applied for and was awarded a Carl D. Perkins Vocational and Technical Education Act of 1998-Title II Tech Prep Education grant from the California Department of Education (CDE) to establish the Desert Regional Tech Prep Collaborative. The purpose of the collaborative is to facilitate and direct the implementation of a coordinated regional work plan designed to provide a forum for regional collaboration, alignment of education and training efforts, and effective utilization of new and existing resources between workforce investment boards, economic development agencies, and each Tech Prep Local Consortia within the region to provide high-quality, successful Tech Prep pathway programs and to develop and implement a strategy to continually review and evaluate the partnership and work plan for continuing improvement.

[Name of local Tech Prep consortium] is hosted by [Name of College or ROP] and maintains the capability to assist in carrying out the work plan activities. RCCD and [Name of College or ROP] agree to collaborate in the project by doing the following:

[Name of College or ROP] agrees to the scope of services outlined in Attachment A.

RCCD agrees to the following:

1. RCCD will reimburse [Name of College or ROP] up to \$[amount identified in grant] for expenses directly related to carrying out the work plan activities of the Desert Regional Tech Prep Collaborative grant, as approved by the CDE and the Tech Prep Desert Regional Collaborative. Payment for time and expenses will be made upon receipt of periodic invoices with supporting financial back-up documentation.

Both parties agree that:

1. This agreement is subject to change by mutual consent of the RCCD and [Name of College or ROP].

2. [Name of College or ROP] shall hold harmless, indemnify and defend RCCD against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of [Name of College or ROP], its employees, or agents, resulting from the performance of the agreement.
3. RCCD shall hold harmless, indemnify and defend [Name of College or ROP] against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of RCCD, its employees, or agents, resulting from the performance of this agreement.
4. Either party may terminate this agreement at any time upon 15 days advance written notice to the other.
5. This agreement is not assignable without the consent of both parties hereto.
6. They shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.

This Memorandum of Understanding has been read and agreed upon by the following representatives of both parties.

Signature
[Name of authorized agent]
[Title of authorized agent]
[Name of College or ROP]

Date

[address]
[address]

Signature
James Buysse, Vice Chancellor
Administration and Finance
Riverside Community College District

Date

4800 Magnolia Avenue
Riverside, CA 92506

Board Approval: March 20, 2007

Attachment A
Memorandum of Understanding
Desert Regional Tech Prep Collaborative

Scope of Services for Educational Partners

Golden West College (\$13,500) and Butte College (\$17,000)

Grant work plan activities to include:

- Conducting DACUM (curriculum development) and to delivering faculty professional development workshops.

Baldy View Regional Occupational Program (\$28,875); Mt. San Jacinto Community College District (\$36,250); San Bernardino Regional Occupational Program (\$25,000); Palo Verde College (\$3,000)

Grant work plan activities to include:

- Project coordination to facilitate curriculum/pathway development and to assist in implementing other work plan activities as needed.
- Providing stipends, substitute costs, release time and/or other support for faculty to participate in pathway/curriculum development, internships, regional advisory council, project meetings, workshops and other grant activities/events.
- Facilitate student attendance at project events, including providing funds for student transportation.

College of the Desert (\$37,500)

Grant work plan activities to include:

- Project coordination to facilitate curriculum/pathway development, to assist in developing and implementing the faculty internship program, and to assist in implementing work plan activities as needed.
- Providing stipends, substitute costs, release time and/or other support for faculty to participate in pathway/curriculum development, internships, regional advisory council, project meetings, workshops and other grant activities/events.
- Facilitate student attendance at project events, including providing funds for student transportation.

Colton-Redlands-Yucaipa Regional Occupational Program (\$40,750)

Grant work plan activities to include:

- Project coordination to facilitate curriculum/pathway development; to assist in the development and implementation of a strategy to continually review and evaluation the regional partnership; and to assist in implementing other work plan activities as needed.
- Providing stipends, substitute costs, release time and/or other support for faculty to participate in pathway/curriculum development, internships, regional advisory council, project meetings, workshops and other grant activities/events.
- Facilitate student attendance at project events, including providing funds for student transportation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-2

Date: March 20, 2007

Subject: Agreement with Centers for Academic Programs Abroad

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Centers for Academic Programs Abroad (CAPA) to provide classroom facilities, faculty and student housing, transfer transportation, academic guide, group airfare and insurance for the fall session study abroad program in Florence, Italy from September 6, 2007 through November 29, 2007. The Centers for Academic Programs Abroad have served as the District's educational services contractor for study abroad programs for the past fourteen years. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 6, 2007 through November 29, 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: Jan Schall
Coordinator, International Education/Study Abroad Programs

Riverside Community College
Florence
Program
Fall
2007

Created on:

February 26, 2007

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Letter Agreement

Jan Schall
Coordinator of International Education
Riverside Community College
4800 Magnolia Ave
Riverside, CA 92506

February 26, 2007
Riverside Community College Florence Program Fall 2007

Dear Jan:

Please find enclosed CAPA's proposal for the program referenced above.

I would also like to draw your attention to CAPA's emphasis on Maximizing Study Abroad, a unique aspect of all our programs. We are confident that this program will be an outstanding experience for your students.

Please note that our proposal comprises the entirety of this document.

After you have reviewed the proposal, please do not hesitate to contact me with any questions or changes you would like to make. If the proposal is satisfactory, please sign the 2 enclosed letter agreements (found on the last page of the proposal) and return it along with the contract to the contracts administrator. CAPA will counter-sign and return one fully executed copy for your records.

Sincerely,

Jodi Melichar
Manager of US Program Services

Florence Program Fall 2007

1. PROGRAM DATES

Departure from the United States: Thursday September 6, 2007

Arrival in Italy: Friday September 7, 2007

Departure from Italy: Thursday November 29, 2007

2. PREDEPARTURE SERVICES

Recruitment

CAPA will monitor your recruitment efforts and provide assistance subject to your needs. This may include designing a recruitment plan, establishing a timeline, assisting with program brochures, publicity materials and methods, use of school web site and newspaper, and other strategies.

Program Management

CAPA works in partnership with your institution to ensure an efficient and friendly experience for all involved. CAPA's U.S.-based staff work closely with you to ensure that each detail of the program is taken care of. They will provide answers to your questions; will prompt you to forward information as needed; and will send you the final housing, flights, and other program details as applicable.

Financial Accounting

For institutions paying CAPA directly, we will forward invoices according to the agreed-upon schedule.

When students are paying CAPA directly, we will send individual invoices and deal with all questions that arise regarding billings, payments, and financial aid. CAPA has a dedicated toll-free number for students to contact us.

Student Pre-departure Information

Before your program begins, CAPA will send information packs for each student that contain a site manual with everyday information as well as in-depth predeparture health and safety information to help students and their parents make informed decisions concerning their preparations for study abroad.

We also send information on phone cards, renting cell phones, and included insurance as well as optional insurance options.

3. STUDENT SERVICES

Flights

Roundtrip airfare in and out of Rome will be provided.

Accommodations

Student Accommodation with double room occupancy provided by Dante Alighieri

Meals

Self-catering

Group Events

Arrival party

Arrival orientation

Farewell party

Cultural Fund

75 euros per student to be distributed in Florence upon arrival

4. FACULTY SERVICES

Flights

Airfare included.

Accommodations

Accommodations for the program dates for each instructor in a furnished one-bedroom apartment in Florence.

Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, permit to stay in Italy, insurance, and the transfers.

Faculty will be provided the option to rent a mobile phone prior to departure where the application fee and daily rental fee are waived. Faculty will still be charged for phone usage but at a discounted rate. Faculty

will not be given a mobile phone once they arrive in country and a land line in the apartment is not guaranteed.

5. ACADEMIC PROGRAM AND FACILITIES

The Institution will supply faculty members as necessary to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in the Institution and its designated representatives.

A British Institute Library Membership will also be provided.

Historic Florence Lecture is included.

Classroom Facilities

Classroom space will be provided by Dante Alighieri.

Note: CAPA will provide Riverside Community College with a classroom schedule one month before the start of the program based on the course requirements of the program and enrollment numbers. Final enrollment must be provided to CAPA no later than 60 days prior to the start of the program. Classes may alternate between morning and afternoon sessions.

6. LOCAL TRANSPORTATION

Transfers

Roundtrip transfer from previously determined airport to central Florence. CAPA will organize transfers by taxi for the students to their apartments from central Florence. The cost is included on arrival.

7. EXCURSIONS

A walking tour of Florence following the orientation. No entrances are included.

Three days, two nights to Rome to include transportation by coach, accommodations in a three-star hotel with students in multibedded rooms and faculty in singles, a tour escort, a local guide, and entrances.

8. HEALTH AND SAFETY

CAPA endorses the guidelines published by the NAFSA Interorganizational Task Force on Safety and Responsibility in Study Abroad. A leader in health and safety management, CAPA has implemented the

following policies and procedures for managing emergency situations that occur abroad:

Preparedness

CAPA maintains a comprehensive health and safety plan in order to ensure a safe and productive learning environment for students and faculty.

Continuous Assessment

CAPA staff members receive regular training from an organization specializing in crisis management and support, and comprehensive and ongoing health and safety training, including guidelines on referral and working within the limitations of their own competencies.

24–Hour Emergency Contact

CAPA provides 24-hour emergency telephone coverage for faculty and students in distress.

Student Insurance

CAPA provides insurance for each student and traveling faculty member, including health, travel and accident coverage; emergency evacuation and repatriation; basic accident; sickness; trip cancellation; trip delay; trip interruption; and baggage loss. Additional coverage is also made available to participants.

Registration Abroad

CAPA is registered with the U.S. Embassy and is on the State Department's advisory list to receive regular updates on security issues abroad. These updates are always communicated to students.

Communication with the Home Campus

CAPA keeps home campuses informed of the welfare of their students and faculty, and informs them of issues arising abroad.

9. PROGRAM FEES

Single-Year Agreement versus Two-Year Partnership

In keeping with the spirit of partnership in which CAPA collaborates with academic institutions, two proposals are provided here. One proposal is for a single-year agreement, the other for a two-year partnership. The advantage of the two-year partnership is that it eliminates the need to repeat the entire contract and proposal process from scratch each year, leaving the institution with more time to spend on recruitment and outreach. It also allows CAPA to lock in prices, reducing the risk of large increases and assists us in managing classroom and accommodation inventory. The savings realized by CAPA directly benefit your students. If you wish to add or remove program services in later years, we can easily do so, using the agreed-upon program fee as the base price.

NOTE: Program fees include all services, facilities and activities described in this proposal.

Single-Year Agreement	Partnership Agreement
2007 Program Fees	2007 Program Fees (1.5% Reduction)
25+ students with airfare \$6,499	25+ students with airfare \$6,402
25+ students without airfare \$5,587	25+ students without airfare \$5,503
	2008 Program Fees (5.5% Increase)
	25+ students with airfare \$6,754
	25+ students without airfare \$5,806

NOTE: Taxes and Fuel Surcharge are not included in the Air inclusive program fee

For Single Year Agreements only CAPA reserves the right to adjust program fees to reflect fluctuations in the value of the dollar in excess of 5%.

Program fees are per person and include all services listed above.

Refundable Housing Deposit

A \$150-per-student refundable damage deposit will be added to the program fees above. CAPA will refund the students directly following the completion of the program (any damages will be itemized and deducted from the refund).

A \$500-per-faculty refundable deposit is also required at the time of faculty application. CAPA will refund the Faculty directly following the completion of the program (any damages, utilities, etc, will be itemized and deducted from the refund).

Florence Program Fall 2007

Letter Agreement

Please mail to: CAPA, 50 Franklin St, 2nd Floor
Boston, MA 02110

This letter will record an agreement between the Centers for Academic Programs Abroad (“CAPA”) and Riverside Community College (“Institution”).

1) CAPA agrees to provide the services described in the proposal with the same date that appears at the top of this page.

2) Institution selects (please initial to indicate your selection) a) Single-Year Proposal _____ or b) Two-Year Partnership Proposal _____

3) Individual Student Payment Plan with Airfare included: CAPA will invoice individual Student Participants directly for all fees as described in this “Letter Agreement” and Individual Student Application/Release forms. The Application/Release forms and full payment must be received at CAPA 90 days prior to departure. Forms received after this date will be subject to availability and applicable late fees. Individual cancellations will be processed according to the below listed Cancellation and Refund Policy.

4) Institution agrees to follow the guidelines and timelines described by CAPA recruitment staff and to make every effort to recruit students to participate in the program.

5) Cancellation and Refund Policy:

Withdrawal Date	Cancellation Fees
More than 60 days prior to departure	\$250
46 to 60 days prior to departure	25% of the program fee plus \$250
22 to 45 days prior to departure	50% of the program fee plus \$250
21 days or fewer prior to departure	100% of the program fee

6) Please indicate acceptance of this agreement by signing and returning two copies of this letter agreement and contract to CAPA.

7) No change to this agreement will have any validity unless it is recorded in a revised proposal and a new letter agreement executed by both parties.

8) All reservations and services are subject to availability. CAPA will confirm all services upon receipt this signed agreement and will inform the institution of any availability issues within two weeks of receipt. CAPA will return one fully executed copy for your records

Signature

Name: _____

CAPA
Accounts Administrator

Date: _____

Signature

Name: _____

Riverside Community College District
Title: Vice Chancellor, Administration and Finance

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-3

Date: March 20, 2007

Subject: Agreement with Blackboard Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Blackboard Inc. to act as the application service provider (ASP) of Riverside Community College District's WebCT courses, to provide licensure to use WebCT software, and consulting services for custom programming so the new version of WebCT and Datatel transfer data in real time to distribute the District's online courses. The term of the agreement is for March 31, 2007 through March 30, 2008 with automatic yearly renewals, at a cost of \$118,200.00. Funding source: General Fund and Telecommunications and Technology Infrastructure Program Grant Fund.

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 approve the agreement, for March 31, 2007 through March 30, 2008, with automatic yearly renewals, for the amount of \$118,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Bob Bramucci
District Dean, Open Campus

VOID IF EXECUTED AFTER MARCH 31, 2007
RIVERSIDE COMMUNITY COLLEGE



Blackboard

**BLACKBOARD LICENSE AND SERVICES AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Blackboard and the Customer identified below. The documents attached to this cover page will consist of the **Master Terms, dated June 30, 2004 and Professional Services Agreement, dated June 29, 2004 between Blackboard Inc. and Foundation of the California Community Colleges**, which describe and set forth the general legal terms governing the relationship, and one (1) or more schedules and Statements of Work describing and setting forth detail about that relationship, depending upon the particular software and/or services Blackboard will provide to the Customer.

This License and Services Agreement includes this cover page, the attached pricing summary and the referenced Master Terms and Professional Services Agreement, and all Schedules and Statements of Work that are attached to such Master Terms and Professional Services Agreement and are separately executed by the Parties. This Agreement will become effective when the attached Schedule and Statements of Work are executed by authorized representatives of both Parties.

CUSTOMER INFORMATION:			
Name/Company:	<u>Riverside Community College</u>	Principal Contact Person:	<u>Bramucci, Bob</u>
Address:	<u>3805 Market Street</u> <u>Riverside, CA 92501</u>	Phone:	<u>951 2228094</u>
		Fax:	<u></u>
		Billing Contact:	<u>Bramucci, Bob</u>
		Title:	<u>DIRECTOR</u>
		Address:	<u>3805 Market Street</u> <u>Riverside, CA 92501</u>
		Email Address:	<u>bob.bramucci@rcc.edu</u>
Initial Term of Agreement:	<u>12 months</u>	Phone:	<u>951 2228094</u>
		Fax:	<u></u>

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 RIVERSIDE COMMUNITY COLLEGE

Riverside Community College Pricing Summary

ASP Hosting Product Description	Qty.	Units	Total Price
BLACKBOARD TEST ENVIRONMENT ASP SETUP	1	Each	\$1,000.00
One Time Price Reduction on BLACKBOARD TEST ENVIRONMENT ASP SETUP			<-\$1,000.00>
BLACKBOARD TEST ENVIRONMENT ASP SERVICE	1	YR	\$13,000.00
BLACKBOARD SSL ASP SERVICE	1	Each	\$500.00
BLACKBOARD CE PL ASP DEDICATED SETUP	1	Each	\$20,000.00
One Time Price Reduction on BLACKBOARD CE PL ASP DEDICATED SETUP			<-\$5,000.00>
BLACKBOARD CE PL ASP DEDICATED SVC	1	YR	\$59,900.00
Professional Services			
DATA INTGR ASP WCE	65	HRS	\$11,700.00
PROGRAM MANAGEMENT WCE	16	HRS	\$4,080.00
SCRIPTS SIS IMPORT WCE	1	Each	\$3,220.00
DATA INTGR ASP WCE	60	HRS	\$10,800.00
Designated Server Site (Physical Location of the Software): Hosted by Blackboard	Database Version:	Operating System:	Hardware Model:
CUSTOMER S FTE/UserBand: FTE 8,001 - 15K			

Subtotal:	\$124,200.00
One Time Price Reduction on BLACKBOARD TEST ENVIRONMENT ASP SETUP:	<-\$1,000.00>
One Time Price Reduction on BLACKBOARD CE PL ASP DEDICATED SETUP	<-\$5,000.00>
Total:	\$118,200.00

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BLACKBOARD ASP SCHEDULE

This Blackboard ASP Schedule ("ASP Schedule") is made as of the last date indicated below, by and between Blackboard and Riverside Community College ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms, dated June 30, 2004 between Blackboard Inc. and Foundation of the California Community Colleges ("FCCC") and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the referenced Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. ADDITIONAL DEFINITIONS

- 1.1 "Active User Capacity" means the number of Authorized End Users, at any particular time, permitted to be registered to access one (1) or more educational courses provided through the Hosted Software. As of the Schedule Effective Date (as defined below), the initial Active User Capacity will be equal to the number indicated in the Pricing Summary. Only in the case of shared hosting, this is defined as an account in the database whether or not User is enrolled anywhere.
- 1.2 "ASP Services" means the services provided by Blackboard pursuant to this ASP Schedule. The initial ASP Services are indicated in the Pricing Summary.
- 1.3 "Authorized End User" will have the meaning set forth in the Software Schedule, as defined below.
- 1.4 "Available Date" means, for purposes of this ASP Schedule, the date upon which Customer receives notice from Blackboard that the Hosted Software is available for access by Customer's Authorized End Users.
- 1.6 "Hosted Software" means the Software licensed to Customer pursuant to the Software Schedule for which Blackboard is to provide the ASP Services.
- 1.7 "Test Copy Hosted Software" means the Test Copy Software licensed to Customer pursuant to the Software Schedule which Blackboard is hosting. Test Copy Hosted Software is to be used solely for the purposes of testing the Software and is not to be used for production purposes and unless otherwise indicated in Exhibit A of the ASP Schedule is not covered by Service Level specifications described in Exhibit B.
- 1.8 "Schedule Effective Date" means the later of: (i) the date on which this ASP Schedule has been executed by authorized representatives of both Parties; and (ii) the Effective Date of the Agreement.
- 1.9 "Software Schedule" means the Software Schedule that has been executed by Blackboard and Customer for which Customer seeks to have Blackboard provide ASP Services, and that is in effect during the term of this ASP Schedule.
- 1.10 "Staging Environment" means that hosted additional test copy of the licensed Blackboard Software used for Customer to test new updates/upgrades to the Software. The staging environment may not be used for production purposes.
- 1.20 "Section" means the construct within the software where users are enrolled.

2. BLACKBOARD RESPONSIBILITIES.

- 2.1 Provision of Access to Hosted Software. As soon as commercially practicable after the Schedule Effective Date, Blackboard will make access to the features and functions of the Hosted Software available to Customer's Authorized End Users. Blackboard will specify to Customer procedures according to which Customer and/or its Authorized End Users may establish and obtain such access.
- 2.2 Responsibility for Hosting. Blackboard shall install and operate the Hosted Software on computer servers and systems under its direct or indirect control. Blackboard will also install and store the Customer Content for purposes of access by the Hosted Software, provided that nothing in this ASP Schedule shall be construed to require Blackboard to provide for, or bear any responsibility with respect to, the design, development, operation or maintenance of any Web site owned or operated by Customer, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to any such Customer Web site. Nothing in this ASP Schedule shall be construed to grant to Customer a license to access and/or use Blackboard's systems except for purposes of accessing and using the Hosted Software and except pursuant to the procedures and protocols specified by Blackboard pursuant to Section 2.1. Solely to the extent necessary to perform Blackboard's obligations pursuant to this ASP Schedule, Customer grants to Blackboard a royalty-free, non-exclusive, worldwide license to use, reproduce, transmit, distribute, perform, display, and, to the extent required by the Hosted Software, modify and create derivative works from the Customer Content. As between Customer and Blackboard, Customer retains ownership of the Customer Content. Blackboard shall maintain the confidentiality of all Customer Content that is stored on its servers in accordance with Section 4 of the Master Terms.
- 2.3 Availability and Operational Specifications. Blackboard will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as this ASP Schedule remains in effect, the ASP Services provided pursuant to this ASP Schedule will: (i) be available and accessible as contemplated in this ASP Schedule twenty-four (24) hours per day, seven (7) days per week within the parameters set forth in Exhibit B; and (ii) conform in all material respects to the technical specifications and performance parameters set forth in Exhibit B. Exhibit B may be modified from time to time, upon notice to Customer. Notwithstanding the foregoing, Blackboard will have no liability under this Section 2.3 to the extent any nonconformity with the standards set forth in Exhibit B arises, in whole or in part, from: (i) any use of the Hosted Software by Customer or any Authorized End User other than in accordance with the terms and conditions set forth in this Agreement; (ii) any failure by Customer or any Authorized End User to comply with any procedures, technical standards and/or protocols specified by Blackboard pursuant to Section 2.1 of this ASP Schedule; or (iii) any causes beyond the control of Blackboard or which are not reasonably foreseeable to Blackboard, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. It is agreed and acknowledged that the service credits referred to in Exhibit B shall be Customer's sole remedy, and Blackboard's sole obligation, with respect to failures of the ASP Services to meet the technical specifications and performance parameters set forth in Exhibit B. Blackboard does not warrant or guarantee the ASP Services except as expressly stated in this ASP Schedule.
- 2.4 Data Restoration Policy. Blackboard will back-up and archive Customer Content up to four (4) times per year at a secure location for the retention period(s) specified in Exhibit B. In the event that Customer requests recovery of any lost or damaged Customer Content, Blackboard will exercise reasonable efforts to restore the relevant data from the most recently archived copies (or such earlier copies as requested by Customer), provided that such data is, at the relevant time, still available pursuant to the applicable retention policy and Customer has provided to Blackboard all information necessary to enable Blackboard to perform such services. Except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the ASP Services, Customer agrees to pay Blackboard its then-standard applicable rates for such restoration services.
- 2.5 Data Archiving and Cleanup Policy. Blackboard will undertake commercially reasonable efforts to accommodate Customer's request for data archiving and cleanup. These tasks regularly require expert knowledge of Blackboard application and database structure and command-line access to Customer's Blackboard servers under Blackboard's control. Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but are not limited to) the following: batch copying of courses for a new semester; batch export, import, and archive of courses; batch removal of courses; batch disabling or deleting of users; exporting usernames / courses from a database query. Blackboard reserves the right to charge then current rates for data archiving and cleanup related tasks. If Customer requires Blackboard to batch archive data on to a hard-drive and ship to Customer, Blackboard will charge for this service on a time and materials basis.
- 2.6 Additional Storage and Bandwidth Policy. As a normal operating procedure Blackboard does not cap storage and bandwidth. Blackboard will, no less than quarterly, monitor Customer's storage and bandwidth usage. In the event Customer has exceeded Initial Storage and/or Initial Bandwidth in a sustained period of sixty (60) days or more, Blackboard will provide a report to Customer concerning the current storage and bandwidth usage. In the event Customer has not purchased additional storage and/or bandwidth within thirty (30) days of receiving the report, Blackboard reserves the right to charge Customer additional fees at then-standard applicable rates.
- 2.7 Migration Policy. In the event Customer requests an Update/Upgrade of the Hosted Software, Blackboard and Customer shall engage in commercially reasonable migration planning. In the event that the migration planning requires an expanded or new hardware environment not covered by the then-current Hosted Software environment (defined here as "Migration"), Customer shall pay a Migration Set Up fee as mutually negotiated. Blackboard will be obligated to perform no more than one successful test migration per a six (6)-month period. If Customer requires more than one Migration test or more than one Migration within a six-month

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RIVERSIDE COMMUNITY COLLEGE

period, it must execute a copy of Blackboard's Professional Services Agreement for the services.

2.8 Additional ASP Services. In the event that Customer desires to receive ASP Services in addition to the particular services specified in the Pricing Summary, including, by way of example, incremental storage capacity and/or additional bandwidth capacity and/or higher Active User Capacity, Customer may submit a written and executed purchase order requesting such additional ASP Services. Subject to Customer's payment of all applicable fees required by Section 4, and further subject to all applicable provisions of this Agreement, including, without limitation, the Master Terms and this ASP Schedule, Blackboard agrees to make such additional ASP Services available to Customer for so long as this ASP Schedule remains in effect after acceptance of such purchase order. For the avoidance of doubt, no such purchase order shall be binding upon Blackboard unless and until Blackboard accepts such purchase order in writing and further provided that Blackboard will have no liability to Customer with respect to any purchase orders that are not accepted or for any terms contained in the purchase order other than the type of service and the payment amount.

2.9 IP Addresses. Any IP addresses assigned or allocated to Customer by Blackboard shall remain, at all times, the property of Blackboard and shall be nontransferable and Customer shall have no right to use such IP addresses upon termination of this Agreement. Any change requested by Customer to the Blackboard allocated addresses must be agreed to by the Parties. Customer understands that the IP Services provided under this Agreement (including Internet use) may require registrations and related administrative reports that are public in nature.

3. CUSTOMER RESPONSIBILITIES.

3.1 General Usage Limitations. Customer acknowledges that use and operation of the Hosted Software by Customer and/or any Authorized End User is subject to the terms of the Software Schedule. Notwithstanding the Software Schedule, for so long as this ASP Schedule remains in effect, Customer may not install, host or operate the Hosted Software, nor may Customer or its Authorized End Users otherwise use the Hosted Software, except as hosted and made available by Blackboard under this Agreement. In the event that Customer has installed the Hosted Software upon any computer server(s) prior to the Schedule Effective Date (as defined below), Customer agrees promptly to remove the Hosted Software from such computer server(s). Customer agrees that it may not cause or permit any third parties to access the Hosted Software other than Authorized End Users, nor may Authorized End Users in excess of the then-current Active User Capacity access and use the Hosted Software at any time, provided that the Active User Capacity may be modified in accordance with Section 2.6. Customer shall refrain from, and shall ensure that Authorized End Users refrain from, using the ASP Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the ASP Services or the resources available through the ASP Services. Customer warrants that its Authorized End Users will comply with the provisions of this ASP Schedule in all respects.

3.2 Customer Content. Customer represents and warrants that: (i) Customer owns or has sufficient rights in and to the Customer Content, including, without limitation, personal, educational and financial information contained within the Customer Content, in order to use, and permit use of, the Customer Content as contemplated in this ASP Schedule and to grant the license granted in Section 2.2; and (ii) the Customer Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Customer also acknowledges that Customer Content may be stored on servers or accessed by Blackboard's support or ASP personnel, and hereby authorizes such access and storage. Blackboard only provides access to the Hosted Software; Blackboard does not operate or control the information, services, opinions or other content of the Internet. Blackboard does not monitor and shall have no liability or responsibility whatsoever for the Customer Content of any transmissions or communications transmitted or otherwise disseminated via the Hosted Software. Customer agrees that it shall make no claim whatsoever against Blackboard relating to the Customer Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Customer shall indemnify and hold Blackboard harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Customer Content.

4. FEES

4.1 In consideration for provision of the ASP Services, Customer shall, during the Initial Term (as defined below) pay to Blackboard: (i) an annual fee in an amount set forth in the Pricing Summary with respect to the particular ASP Services provided under this ASP Schedule, which fees shall be due and payable upon Agreement execution; as well as (ii) any other fees otherwise required by this ASP Schedule (for additional services, additional bandwidth, or additional users). In the event that Customer requests additional ASP Services as contemplated in Section 2.8, applicable fees shall be due and payable from and after the month during which such additional services are first made available. All fees payable under this ASP Schedule shall be non-cancelable and non-refundable.

4.2 If Customer elects to pay ASP fees monthly, then Blackboard shall charge Customer an additional 5% on the total ASP fees. Blackboard reserves the right to temporarily suspend the ASP Services if Customer's account becomes more than sixty (60) days past due. The act of suspending ASP Services does not, in itself, constitute a termination or suspension of this Agreement nor does such suspension of Service alleviate Customer's obligation to pay past, current, or future charges incurred hereunder. Once Customer pays in full the past due fees, Blackboard may resume services.

4.3 With respect to each Renewal Term (as defined below), if any, Customer shall pay to Blackboard the then-current fees for such ASP Services upon commencement of the Renewal Term. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this ASP Schedule, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Except as otherwise required by this paragraph, all amounts payable under this ASP Schedule shall be subject to applicable provisions of the Master Terms.

5. TERM

This ASP Schedule shall become effective on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term"), unless earlier terminated or otherwise specified in Exhibit A. Thereafter, the ASP Schedule will renew automatically upon the Renewal Date (as defined below) for successive one (1)-year periods (each, a "Renewal Term") and will be valid as long as the Customer retains its applicable Blackboard Software License(s) for ASP Services, unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. Upon termination of this ASP Schedule, all licenses granted under this ASP Schedule shall immediately cease, and Customer will: (i) immediately discontinue access to and/or use of the Hosted Software under this ASP Schedule; (ii) pay to Blackboard all amounts due and payable under this ASP Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date hereof.

BLACKBOARD

RIVERSIDE COMMUNITY COLLEGE

Signature

TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Date:

Signature

Print Name and Title

Date:

VOID IF EXECUTED AFTER MARCH 31, 2007
RIVERSIDE COMMUNITY COLLEGE

**EXHIBIT A
ASP SPECIFICATIONS**

Dedicated Hosting:

The following bullets are for any of the following licenses that are being hosted on **dedicated hosting** for CE 6.X and above as well as any Vista version (we will need to use different text if we ever close any additional CE 4 hosting):

Blackboard Learning System™ - CE Enterprise License (Stated in Amendment Seven to the Blackboard Inc. and FCCC's Master Terms and its applicable Schedules, Exhibits, and Pricing Summary)

- Set Up Fee includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- Initial Term Annual Fee includes service for up to 8,000 Users* (Higher Ed)/5,000 Users* (k-12) and 200 Gb of storage and 512 kbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via 100 mbps Internet uplink and Managed Firewall Service
- Each additional 10 GB of storage and each additional 1 mbps of connectivity are separately charged
- Additional Service units for 7,500 additional Users* (higher ed)/5,000 additional Users (k-12), additional 512 bandwidth and 100 GB additional storage are separately charged

*A user is defined as an account enrolled in an active/enabled course

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RIVERSIDE COMMUNITY COLLEGE

EXHIBIT B
ASP SERVICES SPECIFICATIONS- As of the Available Date

NOTE: CUSTOMER ACKNOWLEDGES THAT NOTHING IN THIS EXHIBIT B CREATES ANY ADDITIONAL WARRANTIES OR GUARANTEES, OTHER THAN AS SET FORTH IN THE ASP SCHEDULE, THE SOFTWARE SCHEDULE AND/OR THE MASTER TERMS, AS APPLICABLE.

SERVICE LEVEL

Security:

- Single point of entry to co-location is guarded 24 hours a day with access controlled by an access database and video surveillance
- Monitoring of the co-location area and only those persons authorized by Blackboard's access list are allowed past a central point.
- Surveillance cameras located throughout the facility capture activity to help ensure no unauthorized entry to protected areas.

Power:

- State-of-the-art generators clean and condition commercial electrical power to remove irregularities in the signal. Power is run through the generators before being passed into the facility.
- In the event of a loss of power from the grid, power backups are utilized in the following order: commercial utility underground conduits, two-hour battery backup (industry standard only 15 minutes), diesel generator with full-load capability and 18 hr. fuel supply.

Network:

- Redundant Internet connections through dual Tier-1 Internet Service Providers

Startup:

Blackboard is responsible for the setup and configuration of the necessary hardware, software and all components of the dedicated server. This includes but not limited to, the server hardware and software, telecommunications hardware and software, security software and other software that is reasonably necessary to operate and maintain the Hosted Software.

Initial Access Date:

The Hosted Software is typically accessible from the hosting site within 7 business days after execution of the ASP Schedule, provided that the Master Terms and the relevant Software Schedule have been executed, and provided that Customer has provided to Blackboard a URL and any other information required by Blackboard. Blackboard shall provide Customer with procedures for access; the procedures may include, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Customer to permit its Authorized End Users to access and use the Hosted Software as contemplated in this ASP Schedule.

Availability/Service Credit:

The Hosted Software is accessible 24/7, with a 99.7% targeted uptime. 99.7% uptime means that for 99.7% of the time during any calendar month, the ASP Services shall be available. Unavailability is a condition in which there is unavailability of the Hosted Software due to hardware failure OR sustained packet loss in excess of fifty percent within the Blackboard hosting facilities for at least fifteen consecutive minutes due to a failure of Blackboard to provide ASP Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance, or inability of a user to connect with the ASP Services due to Internet or telecommunications problems outside the control of Blackboard. In order to receive any service credit, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. The aggregate maximum number of service credits to be issued by Blackboard to Customer for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits are issued as follows:

<u>Length of Unavailability</u>	<u>Service Credit</u>
1 to 4 hours of continuous unavailability below 99.7%	1 day of service fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous unavailability below 99.7%	2 days of services fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous unavailability below 99.7%	5 days of service fees credited (i.e., 1/6 " monthly fees)

*Each block of 96 hours of continuous unavailability thereafter shall be credited 5 days of service fees.

**All Service Credit shall be applied to the next period's ASP fees.

Backup and Disaster Recovery:

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility. Blackboard retains backup data for one month. In the event of a disaster, Blackboard will use reasonable efforts to restore service. Blackboard will not attempt to restore service if such attempt shall put Blackboard, its employees or its agents at risk for injury.

Outages

If a system outage occurs, Blackboard will notify Customer's designated technical contact via email. This notice will include the reason for the system outage and estimated time for restoration of ASP Services if Blackboard knows this information when it gives this notice.

Following recovery from any particular system outage, Blackboard will provide Customer with a post-incident summary that will include:

- cause of the system outage (if determined);
- method used to correct the problem; and
- measures Blackboard will take to prevent similar system outages in the future (if any).

Upon receipt of notification of a problem with the Blackboard system or the ASP Services, Blackboard will investigate the problem and determine if a system outage exists. If a system outage exists, Blackboard will provide Customer with a time estimate for resolution of the problem, if known at that time. Blackboard will promptly commence remedial activities and use commercially reasonable efforts to resolve the system outage within the time estimate provided to Customer.

MONITORING AND PERFORMANCE

Blackboard will make network performance reports available focusing on the technical aspect of remote access network services. The reports provide information to help in the continual improvement of the design and operation of the network. This includes information such as port availability, connection quality, usage profiles, and throughput. Upon request by Customer, Blackboard will provide Customer with monthly reports including information on ASP Services usage, system outages and changes made to the Blackboard system during that month. Upon request Blackboard will provide the Customer with the following report:

Specific System Outage Details:
Time of outage
Length of outage

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Affected areas
Reason for outage
Customer contact notified (if any)
Remedy to prevent outage reoccurrence (if any)

Customer acknowledges and agrees that any of the foregoing reports shall constitute Blackboard's Confidential Information for purposes of this Agreement.

Ongoing:

The hardware, software and network are monitored and maintained by Blackboard and will be accessible twenty-four (24) hours a day, seven (7) days a week, in accordance with industry standards, except for scheduled maintenance and required repairs, in advance of which the Customer shall be notified by email.

- Blackboard maintains responsibility for all day-to-day server maintenance. Server maintenance may include, but is not limited to, hardware upgrades, OS upgrades, patch installations, database administration, server user administration and performance tuning.
- Blackboard maintains a software monitoring system to provide real-time information about the ASP environment to the Blackboard Network Operations Center (NOC), to assist Blackboard system administrators proactively monitoring the ASP environment.
- Blackboard maintains the functioning of all hardware components for which it is responsible under this Exhibit and will replace any failed components. Hardware replacement will begin immediately upon identification of the hardware failure and if cannot be completed with a reasonable amount of time, the access to the Hosted Software will be redirected to a temporary server to reduce downtime.
- Blackboard implements a backup strategy of performing daily incremental and weekly full backups with a retention period of 1 month. Standard tape rotation is performed on a weekly basis with secure offsite storage.
- Blackboard collects bandwidth usage and web hit statistics on all Customer -hosted machines. This information will be provided upon request.

DATA CENTER SPECIFICATIONS

Blackboard houses servers in a facility that offers environment control, security, and backup power, as more specifically described below:

Environment:

- The data center is designed to maintain a constant temperature of 68°F, plus or minus 2°F, with humidity of 45%.

Server Setup:

The servers are set up to maintain fail back, redundant connectivity, comprehensive backups, 24x7 monitoring, and 99.7% uptime.

CUSTOMER RESPONSIBILITIES. Blackboard is not responsible for management and actual use of the features and function of the Hosted Software. Customer bears all responsibility for such management and actual use, including, without limitation:

- The Customer has full access to the Administrator Menu and is responsible for the following:
 - Creating/Removing Users including Students, Teachers, System Administrators, etc.
 - Modifying all User Information
 - Creating/Removing all Course Web Sites
 - Building and Managing all Course Web Sites
 - Customization to the Site
 - System Usage Tracking Reports
 - Deciding which product features will be available or unavailable, how much functionality instructors will be allowed, etc.
 - Choosing Icon Themes
- All changes to the Blackboard-named URL. All Blackboard Customers are assigned a URL that reads <http://institutionname.blackboard.com>. The institution is allowed to pick the "institutionname". However, any re-directs to other URLs are the responsibility of the Customer and not Blackboard. For example, if the Customer chooses the URL <http://institutionname.org>, the institution is responsible for the redirect to the <http://institutionname.blackboard.com> site using a CNAME record. Any IP addresses are allocated by Blackboard to Customer are in accordance with the American Registry for Internet Numbers (ARIN) guidelines for Internet Numbers and applicable agencies.

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EXHIBIT 1 TO
 BLACKBOARD PROFESSIONAL SERVICES AGREEMENT

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Riverside Community College ("Customer ") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer . The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA), dated June 29, 2004 between Blackboard and the Foundation of California Community Colleges ("FCCC") between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

Our Understanding of the Project

Customer is currently in the process of implementing Blackboard Learning System – CE Enterprise License - Campus Edition 6 (the "Target Application") into its present business systems. Customer has requested that Blackboard provide Customer with consultants (each a "Consultant") to perform certain services in connection with such implementation as set forth in the section of this Statement of Work entitled "Scope of Consulting Services" below (the "Project").

Scope of Consulting Services

Blackboard will provide Customer with approximately two (2) Consultants, at Customer 's Riverside Community College facilities, or such other designated facilities as the parties may agree upon in writing (the "Site"), to perform services for the agreed upon eLearning functionality based upon the Target Application as more particularly described below (the "Consulting Services").

SIS Integration Design Service	<p>Blackboard SIS Integration Design Service Up to 68 hours for the design of an SIS integration based on the specific business requirements and technical environment of the Customer . Activities may include but not limited to:</p> <ul style="list-style-type: none"> • Review of the Best Practices for An Integrated Environment • Review of a learning hierarchy and roles as they relate to the SIS integration • Review of SIS data elements (and other necessary data sources) to Blackboard Data elements including defined formats such as people, enrollment, course/sections/groups • Review of transaction types such as enroll, unenroll, deny access and cross-listing • Understand of the IMS API and how to manage the processing of importing accounts, learning context, and enrollments • Discussion of how to approach and administer automated batch procedures • Discussion of mid-term and final grade extraction (full design of this will require additional hours)
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SIS Integration Development Service	<p>Blackboard SIS Integration Development Up to 73 hours for development of an SIS integration based on the specific business requirements and technical environment of the Customer . Activities may include but not limited to:</p> <ol style="list-style-type: none"> 1. Development and delivery of customized code which imports data provided by the SIS system to Blackboard via the System Integration API or Translation Adapter Framework 2. Development and delivery of code to automate batch processing of the above (optional) 3. Development and delivery of code to notify administrators of import status via logging (optional)
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Effort and Schedule

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

All Consulting Services shall be performed on mutually agreeable dates. Blackboard shall have the sole right to assign the Consultants for the Consulting Services; however, Blackboard shall use all reasonable efforts to accommodate Customer 's requests for specific Consultants, subject to Blackboard staff availability. Upon agreement by Customer and Blackboard project managers of dates for delivery of Consulting Services, an email confirmation will be provided, and the Consulting Services shall be deemed scheduled

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Project Assumptions

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

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

1. This Statement of Work is based upon Blackboard's understanding of the Project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the Project will be communicated both verbally and in writing to Customer 's management. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to this Statement of Work.
2. Prior to the commencement of the Project, Customer will designate and identify to Blackboard one (1) executive-level person within its organization ("Executive Sponsor") who has been given the power and authority to make final decisions and resolve internal disputes with regard to the Project and Customer 's functional/business requirements.
3. The Project is limited to the tasks set forth in the Scope of Consulting Services section of this Statement of Work.
4. Customer will provide suitable workspace for the Consultants working at the Customer 's facility including adequate environmental controls, lighting, telephones and network access including access to the World Wide Web via the internet.
5. Customer will make available to the Consultants and provide the Consultants with reasonable access to Customer 's facilities during Customer 's ordinary business hours as necessary to perform the Consulting Services.
6. Customer will be responsible for managing the Project.
7. Customer 's Executive Sponsor and business sponsors will make all reasonable efforts to be available during normal business hours throughout the Project.
8. Customer 's network will be installed and running in accordance with Blackboard specifications, such specifications to be provided by Blackboard to Customer before the start of the Project.
9. Customer will be responsible for obtaining all licenses needed for the Consultants to perform the Consulting Services.
10. Development, test, production, and training environments will be created and managed by Customer , including wide area networks, local area networks, networks servers, operating systems and relational database management systems.
11. Post-implementation support will be the responsibility of Customer .
12. Customer will provide required computer server equipment and administrative support for housing the Blackboard server and the database server per Blackboard specifications. These servers will be accessible over a network provided and administered by Customer .
13. Customer and Blackboard will cooperate in all reasonable respects and agree to work together in good faith as described herein towards completing the deliverables.
14. Unexpected and unknown items such as data integration issues and data quality issues may result in changes to the Project plan and Project timelines.

Staffing & Fees

Consultant	Hourly Rate (US\$)	Estimated Effort (Hours/Days)	Estimated Subtotal (US\$)
Technical Consultant	\$180.00	125 hours	\$22,500.00
Project Manager	\$255.00	16 hours	\$4080.00
Estimated Consultant Fees for Project:			US\$26,580.00

All Consulting Services related to this Project, as outlined in this Statement of Work, shall be performed on a time and materials basis for approximately twenty six thousand five hundred eighty dollars (US\$26,580.00), plus travel, meals and lodging expenses. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant, forty (40) hour work week per Consultant. The applicable billing rate for the Consultants shall be at the rates set forth in the table above. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer . All fees and expenses shall be billed on a monthly basis as they are incurred and such bills shall be due and payable within thirty (30) days following the date of invoice.

All pricing and discounts are valid through August 31, 2007 for the Consulting Services performed hereunder provided that this Statement of Work is executed on or before March 30, 2007. Except as otherwise stated in this Statement of Work with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its Customer s generally and the related rates at any time.

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

BLACKBOARD

RIVERSIDE COMMUNITY COLLEGE

 Signature
 TESS FRAZIER- SENIOR DIRECTOR

 Signature

VOID IF EXECUTED AFTER MARCH 31, 2007
RIVERSIDE COMMUNITY COLLEGE

Print Name and Title

Date:

Print Name and Title

Date:

VOID IF EXECUTED AFTER MARCH 31, 2007
RIVERSIDE COMMUNITY COLLEGE

EXHIBIT 2 TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Riverside Community College ("Customer ") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer . The work described below is intended to be performed on a time and materials basis.

This Statement of Work (SOW) is an attachment to the **Professional Services Agreement (PSA), dated June 29, 2004 between Blackboard and the Foundation of California Community Colleges ("FCCC")** between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

Our Understanding of the Project

Customer is currently in the process of implementing Blackboard Learning System – CE Enterprise License - Campus Edition 6 (the "Target Application") into its present business systems. Customer has requested that Blackboard provide Customer with consultants (each a "Consultant") to perform certain services in connection with such implementation as set forth in the section of this Statement of Work entitled "Scope of Consulting Services" below (the "Project").

Scope of Consulting Services

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

- SIS Hosting Scripts – The SIS scripts as used by Blackboard Hosting Services and the documentation that describes how these scripts operate.

Effort and Schedule

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

All Consulting Services shall be performed on mutually agreeable dates. Blackboard shall have the sole right to assign the Consultants for the Consulting Services; however, Blackboard shall use all reasonable efforts to accommodate Customer 's requests for specific Consultants, subject to Blackboard staff availability. Upon agreement by Customer and Blackboard project managers of dates for delivery of Consulting Services, an email confirmation will be provided, and the Consulting Services shall be deemed scheduled. All Consulting Services outlined above must be completed no later than three (3) months following execution of this Statement of Work. If Customer elects not to receive such Consulting Services during the time frame specified herein, all prepaid fees set forth above shall be non-refundable and Blackboard shall thereafter have no obligation to provide the Consulting Services.

Project Assumptions

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

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

15. This Statement of Work is based upon Blackboard's understanding of the Project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the Project will be communicated both verbally and in writing to Customer 's management. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to this Statement of Work.
16. Prior to the commencement of the Project, Customer will designate and identify to Blackboard one (1) executive-level person within its organization ("Executive Sponsor") who has been given the power and authority to make final decisions and resolve internal disputes with regard to the Project and Customer 's functional/business requirements. The Project is limited to the tasks set forth in the Scope of Consulting Services section of this Statement of Work.
17. Customer will provide suitable workspace for the Consultants working at the Customer 's facility including adequate environmental controls, lighting, telephones and network access including access to the World Wide Web via the internet.
18. Customer will make available to the Consultants and provide the Consultants with reasonable access to Customer 's facilities during Customer 's ordinary business hours as necessary to perform the Consulting Services.
19. Customer will be responsible for managing the Project.
20. Customer 's Executive Sponsor and business sponsors will use all reasonable efforts to be available during normal business hours when needed throughout the Project.
21. Customer 's network will be installed and running in accordance with Blackboard specifications, such specifications to be provided by Blackboard to Customer before the start of the Project.
22. Customer will be responsible for obtaining all licenses needed for the Consultants to perform the Consulting Services.

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23. Development, test, production, and training environments will be created and managed by Customer , including wide area networks, local area networks, networks servers, operating systems and relational database management systems.
24. Post-implementation support will be the responsibility of Customer .
25. Customer will provide required computer server equipment and administrative support for housing the Blackboard server and the database server per Blackboard specifications. These servers will be accessible over a network provided and administered by Customer .
26. Customer and Blackboard will cooperate in all reasonable respects and agree to work together in good faith as described herein towards completing the deliverables.
27. Unexpected and unknown items such as data integration issues and data quality issues may result in changes to the Project plan and Project timelines.

Staffing & Fees

All Consulting Services related to this Project, as outlined in this Statement of Work, shall be performed on a firm fixed fee basis for three thousand two hundred twenty dollars (US\$3,220.00) ("Fixed Price Fee"), plus travel, meals and lodging expenses. The pricing set forth herein is valid only if the statement of work is executed by the parties on or before March 15, 2007. The Fixed Price Fee may only be increased by mutual agreement through an amendment to this Statement of Work.

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

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

BLACKBOARD

RIVERSIDE COMMUNITY COLLEGE

Signature
TESS FRAZIER- SENIOR DIRECTOR

Print Name and Title

Signature

Print Name and Title

Date:

Date:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-4

Date: March 20, 2007

Subject: Proposed Curricular Changes

Background: Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the college administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees approve the curricular changes for inclusion in the college catalog and in the schedule of class offerings.

Salvatore G. Rotella
Chancellor

Prepared by: Sylvia Thomas
Associate Vice Chancellor of Instruction

New Course Proposals

1. BAN-51 – Principles of Banking 3 units
Prerequisite: None.
A study of the diversified services offered by the banking industry. This course explores and analyzes the banking industry and the functions of commercial banks, with particular attention to the deposit, payment, and credit functions as well as fund management and specialized products and services. 54 hours lecture.
2. BAN-52 – Consumer Lending 3 units
Prerequisite: None.
A study of the consumer lending process, its importance to banks and consumers, and the environment in which it functions. Students will explore closed-end loans, indirect loans, related credit products, and open-end credit products, and analyze the consumer lending process from loan application, credit investigation, lender decision-making, loan pricing and policy, collection and recovery. 54 hours lecture.
3. BIO-17 – Human Biology 4 units
Prerequisite: None.
A non-major introductory course in biology, which offers an integrated study of the basic principles of biology as revealed in the human body. Emphasis is placed on cellular and system organization in relation to specific function and common disorders affecting the body; the interaction between the human body and its environment. Controversial, thought-provoking topics related to modern biology and medical advances involving genetic engineering will be included. This course is intended to fulfill a transferable general science requirement. 54 hours lecture and 54 hours laboratory.
4. BUS-61 – Introduction to Insurance 1 unit
Prerequisite: None.
Basic introduction to the modern insurance system, how insurance products and services are distributed to the consumer, how insurance company departments function, how reinsurance is used, civil laws or tort and contracts, commercial and personal ISO insurance contracts, and the risk management process. 18 hours lecture.
5. BUS-62 – Personal Insurance Principles 3 units
Prerequisite: None.
Basic introduction to insurance products and coverage including automobile insurance; homeowners insurance; other residential insurance, such as fire and earthquake insurance; marine insurance; other personal property and liability insurance; financial planning; life insurance; and health insurance. 54 hours lecture.
6. BUS-63 – Principles of Property and Liability Insurance 3 units
Prerequisite: None.

Introduction to Property and Liability Insurance including types of property and liability insurers, how it is regulated, measurement of financial performance, marketing, underwriting, claims loss exposure, and risk management. 54 hours lecture.

7. BUS-64 – Commercial Insurance Principles 3 units
Prerequisite: None.
Basic introduction to Commercial Insurance including commercial property insurance, business income insurance, commercial crime insurance, equipment breakdown insurance, inland and ocean marine insurance, commercial general liability insurance, commercial automobile insurance, business owner's policies and farm insurance, worker's compensation and employer's liability insurance. 54 hours lecture.

8. BUS-65 – Insurance Code and Ethics 1 unit
Prerequisite: None.
Ethical considerations one must support in order to succeed in the insurance industry. The course presents ethical issues with which employees working in insurance offices will be involved. 18 hours lecture.

9. BUS-66 – Insurance Internship 1 unit
Prerequisite: None.
This one-unit internship will be carried out in a local insurance company and will follow the guidelines of the college. Students enrolled in this occupational internship course must be employed in the insurance industry. Students will earn credit for this course by completing 75 hours of paid work or 60 hours of volunteer work. No more than 20 hours per week may be applied toward the work requirement.

10. CHE-1AH – Honors General Chemistry, I 5 units
Prerequisite: CHE-2A or 3, and MAT-35.
Limitation on enrollment: Enrollment in the honors program.
The student will explore simple chemical systems, their properties and how they can be investigated and understood in terms of stoichiometry, gas laws, elementary thermodynamics, atomic structure and bonding. Laboratory techniques in the investigation of chemical systems. The honors course offers an enriched experience for accelerated students through limited class size; seminar format; focus on primary texts; and application of higher level critical thinking skills. A thematic approach developing a chemical concept in detail will be used rather than a topic based approach. Laboratory will involve completion of directed research projects with submission of standard operating procedures (SOPs) or papers in appropriate scientific format. Students may not receive credit for both CHE-1A and CHE-1AH. 54 hours lecture and 108 hours laboratory.

11. CHE-1BH – Honors General Chemistry, II 5 units
Prerequisite: CHE-1A.
Limitation on enrollment: Enrollment in the honors program.

Continued exploration of the principles of chemistry with emphasis on kinetics, thermodynamics, acid-base theory, equilibrium and electrochemistry. Special topics from descriptive inorganic chemistry, nuclear chemistry and introductory organic chemistry. Laboratory techniques in the investigation of chemical systems. The honors course offers an enriched experience for accelerated students through limited class size; seminar format; focus on primary texts; and application of higher level critical thinking skills. A thematic approach developing a chemical concept in detail will be used rather than a topic based approach. Laboratory will involve completion of directed research projects with submission of standard operating procedures (SOPs) or papers in appropriate scientific format. Students may not receive credit for both CHE-1B and CHE-1BH. 54 hours lecture and 108 hours laboratory.

12. COS-60E1 – Level V Cosmetology Concepts 3.5 units
Prerequisite: COS-60A.
A study of principles of salon design and employment skills will be explored. Current salon concepts and operations mandated by the Board of Barbering and Cosmetology will be practiced. May be taken a total of two times. 21 hours lecture and 144 hours laboratory.
13. COS-60E2 – Level V Cosmetology Concepts 3.5 units
Prerequisite: COS-60E-1.
An in-depth study relating principles of retailing, advertising and marketing. Current salon concepts and operations mandated by the Board of Barbering and Cosmetology will be practiced. May be taken a total of two times. 21 hours lecture and 144 hours laboratory.
14. ECO-7H – Honors Principles of Macroeconomics 3 units
Prerequisite: None.
Advisory: Qualification for ENG-1A and MAT-52
Limitation on enrollment: Enrollment in the Honors program.
Economic theory and analysis as applied to the U.S. economy as a whole. Emphasizes the enhanced exploration of aggregative economics dealing with the macroeconomic concepts of national income and expenditure, aggregate supply and demand, fiscal policy, monetary policy, and economic stabilization and growth. The honors course offers an enriched experience for accelerated students through limited class size, seminar format, focus on primary texts, and application of higher order critical thinking skills. Students may not receive credit for both ECO-7 and ECO-7H. 54 hours lecture.
15. ENG-39 – Screenwriting II 3 units
Prerequisite: None.
Advisory: ENG-38, TEL-70, and qualification for ENG-1A.
Intermediate level exploration of the elements of structure, theme, plot, character, and dialogue in writing for film and television. Students will critically analyze professional scripts, view model examples of film writing, and work on their own screenplays, focusing

primarily on refinement of previous material and additional act development. Students will also read and critique each others' screenplays in a workshop setting. 54 hours lecture.

16. MKT-50 Marketing Research 3 units
Prerequisite: None.
An introduction to various research methodologies useful in the marketing environment. This course will focus on development, execution and application of marketing research, pulling it all together with completion of a marketing research project. 54 hours lecture.
17. MUS-78 – Beginning Applied Music Training II 2 units
Prerequisite: None.
Limitation on enrollment: Audition on or before the first class meeting.
Intermediary vocal or instrumental instruction. Attendance at related concerts required.
Not designed for beginning students. Beginning students are encouraged to take class piano, voice class, or guitar class as an entry into the field of music performance. May be taken a total of four times. 108 hours laboratory.
18. MUS-79 – Advanced Applied Music 3 units
Prerequisite: None.
Corequisite: Enrollment in a 2-unit performance ensemble.
Limitation on enrollment: Audition on or before the first class meeting.
Individual advanced instruction on a musical instrument or voice, supervised practice, concert attendance and ensemble participation. May be taken a total of four times. 162 hours laboratory.

New State-approved Programs

1. Insurance – see Attachment A.

New Locally-approved Programs

1. Bank Operations – see Attachment B.
2. International Business – See Attachment C.

ATTACHMENT A

INSURANCE

Certificate Program

<u>Required Courses (30 units)</u>		<u>Units</u>
ACC-1A	Principles of Accounting, I	3
BUS-10	Introduction to Business	3
BUS-18B	Business Law, II	3
BUS-22	Management Communications	3
BUS-61	Introduction to Insurance	1
BUS-62	Personal Insurance Principles	3
BUS-63	Principles of Property and Liability Insurance	3
BUS-64	Commercial Insurance Principles	3
BUS-65	Insurance Codes and Ethics	1
BUS-66	Insurance Internship	1
CAT/CIS-98A	Introduction to Excel	1.5
CAT/CIS-98B	Advanced Excel	1.5
CIS-1A	Introduction to Computer Information Systems	3
or		
CAT/CIS-3	Computer Applications for Working Professionals	3

Associate in Science Degree

The Associate in Arts Degree in Insurance will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT B

BANK OPERATIONS

Certificate Program

<u>Required Courses (13 units)</u>		<u>Units</u>
BAN-51	Principles of Banking	3
CAT-1	Business Etiquette	1
CAT-30	Business English	3
CAT-31	Business Communications	3
MKT-41	Techniques of Selling	3

ATTACHMENT C

INTERNATIONAL BUSINESS

Certificate Program

Required Courses (15 units) Units

BUS-10	Introduction to Business	3
BUS-40	International Business-Principles	3
BUS-43	International Business-Marketing	3
Group A Electives (Choose from list)		3
Group B Electives (Choose from list)		3

Group A Electives

BUS-46	International Business-Basics of Exporting	3
BUS-48	International Management	3
BUS-90	International Logistics	3
ECO/POL-6	Introduction to Political Economy	3
ECO-7	Principles of Macroeconomics	3
SPE-12	International Communication	3

Group B Electives

CHI-11	Chinese Culture and Civilization	3
FRE-11	French Culture and Civilization	3
GER-11	German Culture and Civilization	3
JPN-11	Japanese Culture and Civilization	3
ITA-11	Italian Culture and Civilization	3
KOR-11	Korean Culture and Civilization	3
RUS-11	Russian Culture and Civilization	3
SPA-11	Spanish Culture and Civilization	3

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: March 20, 2007

Subject: Capital Project Management System Agreement with Logic Domain

Background: With the significant workload that has been created by the passage of the Measure C Capital Bond, the Facilities Planning, Design, and Construction Department has been looking to improve Project Management capability and fiscal management for the many projects that are under planning design and construction. For the past several months staff has been evaluating budget and accounting project management controls systems that have the capacity to automate many project management and accounting processes and functions that are currently being done manually. Based on these evaluations, staff is recommending entering into an agreement with Logic Domain to provide its Capital Project Management System (CPMX) for District use. CPMX is a user-friendly system that would allow the department to manage and control individual projects from planning and budgeting through design and construction.

CPMX has superior graphing and reporting capabilities. It is 100% web-based and can be accessed from anywhere at anytime. CPMX can be modified to fit District needs and can be integrated with the District's central accounting system. CPMX can download the latest payments and expenses on projects, which eliminates redundant entry of project information. It can monitor all projects regardless of the delivery method, and it can be used by different workgroups within a department. All project information can be tracked from inception by the following categories:

- Budget
- Fund Sources and Resource Allocation
- Contracts and Change Orders
- Purchase Orders
- Payments to the Projects
- Forecasting
- Project Schedules

Staff is thus seeking approval for the purchase of the Capital Project Management System provided by Logic Domain to include hardware, software, standard installation, set up, full training and three years of support and maintenance. Measure C funds are requested to fund CPMX, in the amount of \$96,000 for the first three years of service and \$12,500 per year thereafter for support and maintenance. The Capital Project Management System with Logic Domain can be working and functional within two weeks of acceptance.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: March 20, 2007

Subject: Capital Project Management System Agreement with Logic Domain (continued)

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Logic Domain in the amount of \$96,000 for the first three years of service and \$12,500 per year thereafter and the use of Measure C funds 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

REVISED

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

LOGIC DOMAIN

THIS AGREEMENT is made and entered into on the 21st day of March, 2007, by and between LOGIC DOMAIN hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant office(s), and on site at Riverside Community College, Riverside Campus and Systems Office.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from March 21, 2007, to the estimated completion date of April 30, 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 with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$96,000 including expenses for the first three years of service and \$12,500 annually thereafter. 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 the 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 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 claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. 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 negligence, recklessness or willful misconduct 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 claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to 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 negligence, recklessness, or willful misconduct. 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 negligent acts 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. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Design Professional in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. 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.

Logic Domain

Riverside Community College District

Jay Hedjazi
Principal
24422 Ave de la Carlota, Ste. 280
Laguna Hills, CA 92653

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I



Enterprise Application Integration
 Collaborative Planning Tools
 Internet Application Development

**Capital Project Management System CPMX V7.1
 Installation & Setup**

Item	Description	Cost	
	Complete web-based capital project control includes following modules:	\$49,500	
Software	➤ Budgeting project accounts and sub-accounts		
	➤ Scheduling SPWCE phases		
	➤ Forecasting cost (potential change orders and time slippages)		
	➤ Complete cost accounting (Encumbrances, invoice payments and other charges)		
	➤ Timesheet tracking module		
	➤ Construction module (RFI, Bulletins, Submittals, Field order, Change orders)		
	➤ Available online to contractors, architects and engineers for document control		
	➤ Work order system and task assignment		
	➤ Vendors full project activity reporting		
	➤ Multiple Prime contractors project activity breakdown and roll ups		
	➤ Project Number, Job number, Phase, Funding source, Individual contract reporting		
	➤ Executive reports include Project Status Reports and Workload distribution		
Support	➤ Account permissions control for multiple user access		
	➤ Multi-level password and IP security access and restriction		
	Annual Basic Support & Maintenance Package includes:		
	• Database maintenance on-call		
	• Patches and updates to all server components		
	• Immediate fixes to application inconsistency		
	• 4 hour Response Time		
	• New Staff Training		
	• Does not include CPMX version upgrades		
	<i>1-Year of Support and Maintenance April 1, 2007-March 30, 2008</i>		
		\$12,500	
	Training & System Manuals	On-site Training of all staff and users	
Online System & User Manuals			
System Requirements		\$0	
Hardware	Dell PowerEdge 2950		
	Dual Core Intel® Xeon® 5148LV, 4MB Cache, 2.33GHz, 1333MHz FSB		
	4GB RAM		
	RAID 5 - 3 x 36GB Hard disks		
	100/1000 Network Card		
	15" Flat screen monitor		
	USB Mouse and Keyboard		
	Software	Microsoft Server 2003 SP2 With .Net 2.0 platform Operating System	
		Adobe Coldfusion MX 7.0 application software	
		Norton Antivirus Server Pack	
	HW & SW	\$ 9,000	
	Initial Payment	Total Cost	
		\$ 71,000	
Special Notes	Support and Maintenance will be billed on an annual basis after initial Payment (2 years)	\$ 25,000	
Delivery time Schedule	7-10 business days from receipt of Purchase Order	\$ 96,000	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: March 20, 2007

Subject: Design and Engineering Services: Food Service Remodels – Moreno Valley Campus and Riverside City Campus and PBX Network Operations Center
Riverside City Campus

Background: On November 21, 2006, the Board approved projects for the remodel and renovation of food services facilities at the Moreno Valley Campus and the Riverside City Campus. Staff is now requesting approval to hire Higginson + Cartozian Architects, Inc.(HCA) to provide design and engineering services to prepare plans and specifications for the two projects (Agreement Attached Exhibit I). The work would include but not be limited to:

1. Design Development and Program Verification
2. Preparation of Construction Documents
3. Assisting District with Project Bid
4. Interior Design and Kitchen Equipment

Fee Moreno Valley: \$161,475

Fee Riverside City: \$57,125

Source of Funds: Measure C

In order to provide upgraded telephone and network services to the Riverside City Campus, it is necessary to increase the size of the PBX Operations Center to accommodate the growing network and to support an increased technology presence in classrooms and learning areas. Staff is requesting approval to hire HCA to provide design and engineering services to prepare plans and specifications for the project (Agreement Attached Exhibit II) The work would include but not be limited to:

1. Design Development and Program Verification
2. Preparation of Construction Documents
3. Assist District with Project Bid
4. Assist District with Project Construction and Installation Oversight

Fee: \$32,375

Source of Funds: Measure C

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: March 20, 2007

Subject: Design and Engineering Services: Food Service Remodels – Moreno Valley
Campus and Riverside City Campus and PBX Network Operations Center
Riverside City Campus (continued)

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Higginson + Cartozian Architects Inc., to: 1.) provide design and engineering services for the preparation of plans and specifications for the Moreno Valley and Riverside City Campus Kitchen Remodel and Renovation Projects, and 2). provide design and engineering services for plans and specifications for the Riverside City Campus Networks Operation Center PBX expansion project. It is further recommended that the Board of Trustees authorize the use of Measure C funds for these design services 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
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HIGGINSON + CARTOZIAN ARCHITECTS, INC.

THIS AGREEMENT is made and entered into on the 21st day of March, 2007, by and between HIGGINSON + CARTOZIAN ARCHITECTS, INC. hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I – Food Services Remodel at Riverside City Campus and Moreno Valley Campus, Exhibit II – Network Operations Center (NOC) at Riverside City Campus, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College Districts, Riverside City Campus and Moreno Valley Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from March 21, 2007, to the estimated completion date of December 31, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$250,975 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. 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 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 claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys 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 negligence, recklessness or willful misconduct. 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 negligence, recklessness or willful misconduct 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 claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to 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 negligence, recklessness, or willful misconduct. 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 negligent acts 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. Abandonment: If the project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid compensation for services performed prior to receipt of written notice from District of such suspension or abandonments, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended for more than three months, the compensation shall be subject to renegotiation.

Termination of Agreement: This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. On the event of termination due to the fault of parties other than the Consultant, the Consultant shall be paid his compensation for services performed to termination date, including reimbursable expenses due and all termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination.

12. 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.

Higginson + Cartozian Architects, Inc.

Riverside Community College District

David Higginson
AIA, CEO
1455 Park Avenue
Redlands, CA 92373

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

higginson+cartozian architects, inc.

architecture ♦ planning ♦ design

david higginson, aia, ceo

darryl k. cartozian, cfo

PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

Scope of Services

Remodel and upgrades to existing Student Service Kitchen at the Riverside City Campus.
Remodel and additions to the existing Student Service Kitchen at the Moreno Valley Campus. Design, Design Development, Construction Documents and Construction Observation. (Architectural, Mechanical and Electrical Engineering, Interior Design, Kitchen Equipment)

Services to Include:

Planning and Design Phase:

1. Review the program furnished by the District to ascertain the requirement of the project and shall confirm such requirements with governing agencies and District for design concepts and approvals.
2. Assist District in processing of Design Documents through the Governing Agency.

Design Development, and Construction Document Phase:

1. Implementation of College and Food Service program requirements.
2. Development and preparation of construction documents, consisting of drawings and details as required for the construction and building permits.
3. Assist District with Development of Specifications.
4. Make required corrections and coordinate with governmental agencies for approvals and building permits.
5. Provide onsite assistance and observation as needed to ascertain that construction is in general conformance with the intent of the construction documents. Four (4) observations are included at the Riverside City Campus and Ten (10) observations are included at the Moreno Valley Campus. Other billed hourly as approved by District.
6. Assist the District during project bidding to determine “or-equal” and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits.

Exclusions (Services Not Included):

1. Site surveys and availability of utilities, site and street improvements, tract & condo maps, grading and utility plans. (Utilities to be provided within 5’ of Structures.)

2. District requested revisions during the preparation of construction drawings upon design development approvals.
3. Acoustical analysis and environmental impact studies.
4. Geotechnical investigation report (soils).
5. Fire sprinkler design and calculations if required.
6. Signage design.
7. Providing financial feasibility or other special studies.
8. Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.
9. Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond Consultant's control.
10. Providing any other service not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.
11. Governmental processing fees and permit fees.
12. Landscape design, irrigation plans, hardscape plans, planting plans, site lighting and master site planning.
13. Construction contract administration.
14. Post construction services.
15. Other services not related to design processing.
16. Construction bid coordination.
17. Governmental processing for approvals.
18. Prefab, truss calculations and design if utilized (to be provided by manufacturer).
19. Fire hydrant (fire flow calculations).
20. As-built drawings. (record drawings)
21. Preparation of Construction change orders.
22. 3-D renderings.

Proposed Fees:

Fee shall be a fixed amount of \$211,700.00 (Two Hundred Eleven Thousand Seven Hundred Dollars and no/100).

An additional amount of \$6,000.00 (Six Thousand Dollars) to cover reimbursable printing costs for bidding and plan check documents. Billing shall be submitted for printing at Consultants direct cost +15%.

Exhibit II

higginson+cartozian architects, inc.

architecture ♦ planning ♦ design

david higginson, aia, ceo
darryl k. cartozian, cfo

PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

Scope of Services

PBX Building Addition at the Riverside City Campus. Construction of a new addition of 400 Square Feet to existing PBX Facility. Design, Design Development, Construction Documents and Construction Observation. (Architectural, Civil, Mechanical and Electrical Engineering, Technology Systems Design to 5' outside of new facility).

Services to Include:

Planning and Design Phase:

1. Review the program furnished by the District to ascertain the requirement of the project and shall confirm such requirements with governing agencies and District for design concepts and approvals.
2. Assist District in processing of Design Documents. (No DSA/County/City agency review has been requested).

Design Development, and Construction Document Phase:

1. Implementation of College and Technology Service program requirements.
2. Development and preparation of construction documents, consisting of drawings and details as required for the construction and building permits.
3. Assist District with Development of Specifications.
4. Make required corrections and coordinate with governmental agencies for approvals and building permits.
5. Provide onsite assistance and observation as needed to ascertain that construction is in general conformance with the intent of the construction documents. Five (5) observations are included. Other billed hourly as approved by District.
6. Assist the District during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits.

Exclusions (Services Not Included):

1. Site surveys and availability of utilities, site and street improvements,
2. District requested revisions during the preparation of construction drawings upon design development approvals.
3. Acoustical analysis and environmental impact studies.
4. Geotechnical investigation report (soils).

5. Fire sprinkler design and calculations if required.
6. Signage design.
7. Providing financial feasibility or other special studies.
8. Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.
9. Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond Consultant's control.
10. Providing any other service not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.
11. Governmental processing fees and permit fees.
12. Landscape design, irrigation plans, hardscape plans, planting plans, site lighting and master site planning.
13. Construction contract administration.
14. Post construction services.
15. Other services not related to design processing.
16. Construction bid coordination.
17. Governmental processing for approvals.
18. Prefab, truss calculations and design if utilized (to be provided by manufacturer).
19. Fire hydrant (fire flow calculations).
20. As-built drawings. (record drawings)
21. Preparation of Construction change orders.
22. 3-D renderings.
23. DSA Approval for this project

Proposed Fees:

Fee shall be a fixed amount of \$29,500.00 (Twenty Nine Thousand Five Hundred Dollars and no/100).

An additional amount of \$2,500.00 (Two Thousand Five Hundred Dollars) to cover reimbursable printing costs for bidding and plan check documents. Billing shall be submitted for printing at HCA direct cost +15%.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: March 20, 2007

Subject: Design Services Final Project Proposal for the Student Services Center at
Riverside City Campus

Background: On May 17, 2006 the Board of Trustees approved the Initial Project Proposal for the Student Services Building at the Riverside City Campus. The Student Services Department provides innovative and comprehensive services which promote student achievement and success. An increased student population has created the need to consolidate the multifunctional Student Services Department into a single location to provide services in a more efficient, cost effective and less intimidating manner. The Campus is proposing a remodel of the Life Science and Physical Science Buildings to consolidate the Student Services function into a single location. The project is currently included in the Five Year Capital Outlay.

Staff is requesting approval to hire Harley Ellis Devereaux to develop a Final Project Proposal (FPP) for the Student Services Center at the Riverside City Campus; the scope of work will include but not be limited to:

- Review of Initial Project Proposal
- Develop Program and Conceptual Plans
- Develop Final Project Proposal Documentation

Fees: \$32,500

Source of Funds: Measure C

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Harley Ellis Devereaux for the development of a Final Project Proposal for the Student Services Center at the Riverside city Campus in the amount of \$32,500 using Measure C funds 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
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HARLEY ELLIS DEVEREAUX

THIS AGREEMENT is made and entered into on the 21st day of March, 2007, by and between HARLEY ELLIS DEVEREAUX hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College District’s, Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from March 21, 2007, to the estimated completion date of May 31, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$32,500.00 including expenses. Invoices for Consultant’s services will be submitted by Consultant every month for the portion of services completed. 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 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 claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys 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 negligence, recklessness or willful misconduct. 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 negligence, recklessness or willful misconduct 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 claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to 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 negligence, recklessness, or willful misconduct. 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 negligent acts 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. Abandonment: If the project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid compensation for services performed prior to receipt of written notice from District of such suspension or abandonments, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended for more than three months, the compensation shall be subject to renegotiation.

Termination of Agreement: This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. On the event of termination due to the fault of parties other than the Consultant, the Consultant shall be paid his compensation for services performed to termination date, including reimbursable expenses due and all termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination.

12. 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.

Harley Ellis Devereaux

Riverside Community College District

Brent Miller
AIA, Principal
5150 Wilshire Blvd.
Los Angeles, CA 90036

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

Scope of Project

To develop a Final Project Proposal (FPP) for the District's Riverside City Campus, Student Services Center. The Student Center program is to be integrated into the existing Life Sciences/Physical Sciences building.

Scope of Services

Assess Initial Project Proposal

- Review Initial Project Proposal and FUSION Data.
- Contact Office of Institutional Research to understand District/Campus/Center Enrollment/WSCH Forecasts
- Prepare preliminary recommendation as to viability of FPP, funding approach and potential eligibility score.

Develop Program and Conceptual Plans

- Meet with District Office to review preliminary recommendations.
- Meet with Riverside Community College Leadership to understand goals and intent of the project.
- Conduct two (2) programming meetings with building committee to refine/verify IPP program and develop program adjacencies and conceptual floor plans.
- Review final program and conceptual plans with College and District Leadership.

Document Final Project Proposal

- Develop FPP documentation including the following as appropriate:
 - Title Page
 - Final Project Proposal Checklist
 - Analysis of Building Space Use and WSCH (JCAF 31)
 - Cost Estimate Summary and Anticipated Time Schedule (JCAF 32)
 - Quantities and Unit Costs Supporting the JCAF 32
 - California Energy Commission Audit form
 - State Administrative Code (SAM) Presentation
 - California Environmental Quality Act Environmental Impact Report form
 - Outline of Specifications
 - Federal Funds Detail form
 - Analysis of Future Costs
 - Campus Plot Plan and Diagrams of Building Areas, Elevations, and Cross-Sections
 - Guideline-Based Group II Equipment Cost Estimates (JCAF 33)
 - Justification of Additional Costs Exceeding Guidelines
 - Detailed Equipment List

- Transmit the native files electronically to the College and District Office and post on the FUSION system as necessary.

Additional Services Fee

- Additional Services shall be provided for capital planning if authorized in writing by the District. Such Additional Services may include:
 - Development of the 2009-2013 Capital Construction Plan;
 - Development of other 2009-10 Final Project Proposals (FPPs);
 - Development of 2010-11 Initial Project Proposals (IPPs); and
 - Any other services not otherwise included in this agreement under basic services.
- Consultant's fee for additional services beyond the scope of basic services outlined above authorized in writing by the District and which is in addition to the basic services fee amount will be on an hourly basis per the following rate schedule:
 - Capital Planning \$195/hour
 - Programming \$175/hour
 - Architectural Design \$150/hour
 - Cost Estimating \$150/hour
 - Engineering Support \$145/hour
 - Specifications \$140/hour
 - Planning Support/CAD \$70-100/hour

General Conditions

- District shall provide information in a timely manner regarding the requirements of the services, including, as appropriate, the Districts objectives, its strategic plan of its core business, its objectives, if any, in regard to its real property, constraints and criteria, flexibility and expandability requirements, special equipment and requirements, and other information in order to assist the Consultant in the performance of the services.
 - District shall provide data regarding any and all costs of services or work associated with the services of this agreement that might not otherwise be available to Spectrum Strategies including any contingencies.
 - District shall provide information relative to budget, affordability and funding capacity including any and all limitations on cash flow that could affect the services of this Agreement.
 - District shall provide information relative to economic analysis of alternatives by Consultant including, but not limited to, cost of money, required rate of return on investments, preference for length of studies, and specific secondary evaluators, if any, to be considered.

- Hazardous Materials
 - Consultant does not have specialized expertise in the specifying of treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other hazardous materials, above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, Consultant cannot provide these services. It is our understanding that the District will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: March 20, 2007

Subject: District Modular Projects and Budget Approvals

Background: The Lovekin Complex at the Riverside City Campus was created as swing space during the Quad Modernization Project. It provided alternative space for offices and classrooms housed in the Quad. The complex consists of fifty-one modular units and two toilet facilities. As the Quad Modernization Project is nearing completion and units will become available for redistribution, staff has completed plans for modular projects at each of the District's three campuses and the Ben Clark Training Center. Some units will remain on the Riverside City Campus to be used to house the Work Force Preparation Program, the Riverside School of the Arts, staff and faculty offices, classrooms, and to provide future swing space needs, others will be redistributed to the Moreno Valley Campus, the Norco Campus, and the Ben Clark Training Center. In order to complete the projects at Moreno Valley, Norco and Ben Clark, additional units will need to be purchased. The plans for utilization of modular space are as follows:

Moreno Valley Campus: Redistribution – 6 Units, Purchase – 1 Restroom Unit, 3 –
Shade Structures, Furnishings and Fixtures

Total Project Budget: \$1,448,769

Architectural, Design and Engineering Fees \$72,700

Construction \$1,198,159

Tests, Fees, and Inspection \$123,960

Equipment, Furnishings and Fixtures \$53,950

Source of Funds: Measure C

Norco Campus: Redistribution – 4 Units, Purchase – 1 Restroom Unit, 1 Office Unit, 3
Shade Structures, 1 Classroom Unit (48x40, with floor upgrade), Furnishing and
Fixtures

Total Project Budget: \$1,986,666

Architectural Design and Engineering Fees \$82,700

Construction \$1,551,497

Tests, Fees, and Inspection \$149,394

Equipment, Furnishings and Fixtures \$203,075

Source of Funds: Measure C

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: March 20, 2007

Subject: District Modular Projects and Budget Approvals (continued)

Ben Clark Training Center: Redistribution -6 Units, Purchase – 1 Restroom Unit, 2 Shade Structures, 1 Classroom Unit (48x40 with operable wall), Furnishing and Fixtures
Total Project Budget \$2,161,812

Architectural, Design and Engineering Fees \$93,725
Construction \$1,744,697
Tests, Fees, and Inspection \$193,690
Equipment, Furnishings and Fixtures \$129,700

Source of Funds: Measure C

Riverside City Campus: 31 Units to remain, Redistribution – 4 Units, 2 Units
Reconfigured to Offices, Fixture and Furnishings, Recondition Vacated Site
Total Project Budget: \$1,897,081

Architectural, Design and Engineering Fees \$98,525
Construction \$1,555,336
Tests, Fees, and Inspection \$150,770
Equipment, Furnishings and Fixtures \$92,450

Source of Funds: Measure C

On February 20, 2007 the Board approved hiring Higginson + Cartozian, Architects Inc., to provide design and engineering services for moving and installing modular units at the Moreno Valley and Norco Campus. Now that the modular projects have been fully developed for the Ben Clark Training Center and the Riverside City Campus, staff is recommending that Higginson + Cartozian Architects Inc. be hired to provide design and engineering services for the Ben Clark and Riverside City Campus Modular Projects. These services would include design development, final design, construction documents and specifications, administering the process to obtain Division of State Architect (DSA) approval, assisting with the bidding process and monitoring quality assurance. The fee for the design, architecture and engineering services is \$179,050 (\$86,525 Ben Clark Training Center and \$92,525 for the Riverside City Campus).

Source of Funds: Measure C

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: March 20, 2007

Subject: District Modular Projects and Budget Approvals (continued)

Recommended Action: It is recommended that the Board of Trustees approve: 1.) the Modular Project for the Moreno Valley Campus with a Project Budget of \$1,448,769, 2.) the Modular Project for the Norco Campus with a Project Budget of \$1,986,666, 3.) the Modular Project for the Ben Clark Training Center with a Project Budget of \$2,161,812, 4.) the Modular Project for the Riverside City Campus and a Project Budget of \$1,897,081, and 5.) the attached agreement with Higginson + Cartozian Architects, Inc in the amount of \$179,050 for design and engineering services for the Ben Clark Training Center and Riverside City Campus Modular Projects. It is further recommended that the Board of Trustees authorize the Vice Chancellor, Administration and Finance to sign the agreement and the use of Measure C funds in the amount of \$7,494,328 to complete the projects.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AGREEMENT BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HIGGINSON + CARTOZIAN ARCHITECTS, INC.

THIS AGREEMENT is made and entered into on the 21st day of March, 2007, by and between HIGGINSON + CARTOZIAN ARCHITECTS, INC. hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I – Ben Clark Training Center, Exhibit II – Riverside City Campus (Including ECS/Baseball/Softball/AutoTech)
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College Districts, Ben Clark Training Center and Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from March 21, 2007, to the estimated completion date of December 31, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$179,050 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. 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 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 claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys 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 negligence, recklessness or willful misconduct. 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 negligence, recklessness or willful misconduct 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 claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to 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 negligence, recklessness, or willful misconduct. 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 negligent acts 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. Abandonment: If the project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid compensation for services performed prior to receipt of written notice from District of such suspension or abandonments, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended for more than three months, the compensation shall be subject to renegotiation.

Termination of Agreement: This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. On the event of termination due to the fault of parties other than the Consultant, the Consultant shall be paid his compensation for services performed to termination date, including reimbursable expenses due and all termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination.

12. 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.

Higginson + Cartozian Architects, Inc.

Riverside Community College District

David Higginson
AIA, CEO
1455 Park Avenue
Redlands, CA 92373

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

higginson+cartozian architects, inc.

architecture ♦ planning ♦ design

david higginson, aia, ceo

darryl k. cartozian, cfo

PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

Scope of Services

Modular Building Placement and related site work at Ben Clark Training Center. Design for the placement of nine (9) modular classrooms and one (1) modular toilet room. Preparation of drawings in suitable detail to obtain DSA Approval and competitive bids for the removal and re-configuration of said structures. Inclusive of Architectural, Landscape, Civil and Electrical Engineering.

Services to Include:

Planning and Design Phase:

1. Review the program furnished by the District to ascertain the requirement of the project and shall confirm such requirements with governing agencies and District for design concepts and approvals.
2. Assist District in processing of Design Documents through the Governing Agency.

Design Development, and Construction Document Phase:

1. Implementation of College program requirements.
2. Development and preparation of construction documents, consisting of drawings and details as required for the construction and building permits.
3. Assist District with Development of Specifications.
4. Make required corrections and coordinate with governmental agencies for approvals and building permits.
5. Provide onsite assistance and observation as needed to ascertain that construction is in general conformance with the intent of the construction documents. Six (6) observations are included. Other billed hourly as approved by District.
6. Assist the District during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits.

Exclusions (Services Not Included):

1. Site surveys and availability of utilities, site and street improvements plans and engineering (Unknown at this time).
2. District requested revisions during the preparation of construction drawings upon design development approvals.
3. Acoustical analysis and environmental impact studies.

4. Geotechnical investigation report (soils).
5. Fire sprinkler design and calculations if required.
6. Signage design.
7. Providing financial feasibility or other special studies.
8. Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.
9. Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond Consultant's control.
10. Providing any other service not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.
11. Governmental processing fees and permit fees.
12. Construction contract administration.
13. Post construction services.
14. Other services not related to design processing.
15. Construction bid coordination.
16. Governmental processing for approvals.
17. Prefab, truss calculations and design if utilized (to be provided by manufacturer).
18. Fire hydrant (fire flow calculations).
19. As-built drawings. (record drawings)
20. Preparation of Construction change orders.
21. 3-D renderings.

Proposed Fees:

Fee shall be a fixed amount of \$82,500.00 (Eighty Two Thousand Five Hundred Dollars and no/100).

An additional amount of \$3,500.00 (Three Thousand Five Hundred Dollars) to cover reimbursable printing costs for bidding and plan check documents. Billing shall be submitted for printing at Consultants direct cost +15%.

Exhibit II

higginson+cartozian architects, inc.

architecture ♦ planning ♦ design

david higginson, aia, ceo
darryl k. cartozian, cfo

PROPOSAL/CONTRACT TO PROVIDE ARCHITECTURAL SERVICES

Scope of Services

Modular Building Re-Distribution and Re-Configuration for the Riverside City Campus (Including ECS, Baseball, Softball and Auto Tech). Design for the removal and re-distribution of modular classrooms and related site work to the re-establishment of walks and field areas. Preparation of drawings in suitable detail to obtain DSA Approval and competitive bids for the removal and re-configuration of said structures. Inclusive of Architectural, Landscape, Civil and Electrical Engineering.

Services to Include:

Planning and Design Phase:

1. Review the program furnished by the District to ascertain the requirement of the project and shall confirm such requirements with governing agencies and District for design concepts and approvals.
2. Assist District in processing of Design Documents through the Governing Agency.

Design Development, and Construction Document Phase:

1. Implementation of College program requirements.
2. Development and preparation of construction documents, consisting of drawings and details as required for the construction and building permits.
3. Assist District with Development of Specifications.
4. Make required corrections and coordinate with governmental agencies for approvals and building permits.
5. Provide onsite assistance and observation as needed to ascertain that construction is in general conformance with the intent of the construction documents. Six (6) observations are included. Other billed hourly as approved by District.
6. Assist the District during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
7. Assist District in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits.

Exclusions (Services Not Included):

1. Site surveys and availability of utilities, site and street improvements plans and engineering (Unknown at this time).
2. District requested revisions during the preparation of construction drawings upon design development approvals.

3. Acoustical analysis and environmental impact studies.
4. Geotechnical investigation report (soils).
5. Fire sprinkler design and calculations if required.
6. Signage design.
7. Providing financial feasibility or other special studies.
8. Providing detailed estimates of construction cost or detailed quantity surveys or inventories of material, equipment and labor.
9. Making revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond Consultant's control.
10. Providing any other service not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.
11. Governmental processing fees and permit fees.
12. Construction contract administration.
13. Post construction services.
14. Other services not related to design processing.
15. Construction bid coordination.
16. Governmental processing for approvals.
17. Prefab, truss calculations and design if utilized (to be provided by manufacturer).
18. Fire hydrant (fire flow calculations).
19. As-built drawings. (record drawings)
20. Preparation of Construction change orders.
21. 3-D renderings.

Proposed Fees:

Fee shall be a fixed amount of \$88,500.00 (Eighty Eight Thousand Five Hundred Dollars and no/100).

An additional amount of \$3,500.00 (Three Thousand Five Hundred Dollars) to cover reimbursable printing costs for bidding and plan check documents. Billing shall be submitted for printing at Consultants direct cost +15%.

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE
FEBRUARY 15, 2006

Chairperson Medina called the committee to order at 5:07 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, Committee Chairperson
Mrs. Janet Green, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Mr. Mark Takano, Member, Board of Trustees
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services and Operations
Mr. Doug Beckstrom, Academic Senate Representative (Moreno Valley Campus)
Dr. Richard Mahon, Academic Senate Representative (Riverside Campus)
Ms. Diane Dieckmeyer, Academic Senate Representative (Norco Campus)
Mr. Gustavo Segura, CSEA Representative (Moreno Valley)

Resource Persons Present

Dr. Salvatore G. Rotella, Chancellor
Dr. Linda Lacy, Interim President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Ms. Shelagh Camak, District Dean, Workforce Development
Ms. Jan Schall, Coordinator, International Education / Associate Professor, Sociology

Guests Present

Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources

Dr. Rotella requested to remove items five and six from the agenda.

AMEND AGENDA

Dr. Maghroori led the review of the agreement between Riverside Community College District and Lee Wade to provide corporate marketing consultation for Performance Riverside that will be presented to the Board of Trustees for approval at the February 20, 2007 regular meeting. Discussion followed.

AGREEMENT WITH LEE WADE

Dr. Maghroori introduced Ms. Camak, who led the review of the blanket work study agreement to be used between Riverside Community College District and employers who hire CalWORKS eligible students that will be presented to the Board of Trustees for approval at the February 20th regular meeting. Discussion followed.

CALWORKS WORK STUDY
AGREEMENT WITH
EMPLOYER

Dr. DiThomas led the review of the proposal for awarding a \$300.00 scholarship to the Riverside Community College District Student Trustee at the end of every fall and spring term, totaling \$600.00/year, that will be presented to the Board of Trustees for approval at the February 20th regular meeting, noting that the scholarship will be given to this year's trustee retroactive. Discussion followed.

SCHOLARSHIP FOR
STUDENT TRUSTEE

Dr. Maghroori introduced Ms. Schall, who reviewed the agreement to provide classroom facilities, faculty and student housing, transfer transportation, academic guide, group airfare and insurance for the summer session study abroad program in Greece from July 24, 2007 through August 10, 2007 that will be presented to the Board of Trustees for approval at the February 20th regular meeting. Discussion followed.

AGREEMENT WITH
ADVENTURELAND SAFARI
TRAVEL LLC

The committee adjourned the meeting at 5:40 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING
FEBRUARY 15, 2007

Chairperson Takano 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

Mr. Mark Takano, Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Mrs. Janet Green, Secretary, Board of Trustees
Dr. Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Mr. Doug Beckstrom, Academic Senate Representative (Moreno Valley)
Dr. Richard Mahon, Academic Senate Representative (Riverside)
Ms. Patricia Worsham, Academic Senate Representative (Norco)
Ms. Debbie Cazares, CTA Representative (Riverside)
Ms. Tamara Caponetto, CSEA Representative (Norco)
Mr. Gustavo Segura, CSEA Representative (Moreno Valley)
Ms. Tish Chavez, Confidential Representative (Riverside)

Resource Persons Present

Dr. Salvatore G. Rotella, Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Linda Lacy, Interim President, Riverside City College
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Mr. Aan Tan, Associate Vice Chancellor, Facilities Planning, Design and Construction
Ms. Cecilia Wong, Executive Dean, Technology and Learning Resources
Ms. Debbie Whitaker-Meneses, Associate Dean, Early Childhood Education

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Dr. Hendrick and Ms. Whitaker-Meneses led the committee review of the proposed 6% annual fee increase for the College's three child centers to begin on July 1, 2007 and for increase, up to 6% annually on July 1 through June 30, 2012 that will be brought to the Board of Trustees for approval at the February 20, 2007 regular meeting. Discussion followed.

PROPOSED CHILD CENTER
FEE INCREASE

Dr. Buysse introduced Mr. Tan and Ms. Wong, who led the discussion of the proposed budget augmentation using Measure C funds, not to exceed \$1,019, 622, for the Quadrangle Modernization Project that will be brought to the Board of Trustees for approval at the February 20th regular meeting. Discussion followed.

RIVERSIDE CITY COLLEGE
QUADRANGLE
MODERNIZATION PROJECT
BUDGET – PROPOSED
\$1,019,622 MEASURE C
BUDGET AUGMENTATION

Dr. Buysse introduced Mr. Tan, who led the review of Change Order No. 3, Phase II, in the amount of \$285,203; Change Order No. 1, Phase III in the amount of \$350,879; led the discussion of approving additional funding for architectural services in the amount of \$60,000 and the discussion of additional funding in the amount of \$15,000 for DSA plan check fees, and the discussion of a project budget augmentation in the amount of \$711,082 funded by Measure C funds that will be brought to the Board of Trustees for approval at the February 20th regular meeting. Discussion followed.

RIVERSIDE CITY COLLEGE
PARKING STRUCTURE
PROJECT BUDGET – CHANGE
ORDER NO. 3 PHASE II,
CHANGE ORDER NO. 1
PHASE III, AND PROPOSED
\$711,082 MEASURE C
BUDGET AUGMENTATION

Dr. Buysse led the review of the agreement with Higginson + Cartozian Architects, Inc. for architectural design and engineering services for the distribution of fifteen modular classrooms from the Riverside City Campus, Lovekin Complex to the Moreno Valley and Norco campuses and the use of Measure C funds in an amount not to exceed \$136,000 that will be brought to the Board of Trustees for approval at the February 20th regular meeting. Discussion followed.

LOVEKIN MODULARS
REDISTRIBUTION PROJECT

Dr. Buysse led the discussion of the Governor’s budget proposal for FY 2007-08 and its implications for California’s community colleges. Discussion followed.

FY 2007-08 BUDGET
DEVELOPMENT

The committee adjourned the meeting at 7:03 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
PLANNING COMMITTEE MEETING
FEBRUARY 15, 2007

Chairperson Green called the committee to order at 7:10 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Mrs. Janet Green, Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Mr. Doug Beckstrom, Academic Senate Representative (Moreno Valley)
Dr. Richard Mahon, Academic Senate Representative (Riverside)
Mr. Todd Wales, CTA Representative (Norco)
Mr. Gustavo Segura, CSEA Representative (Moreno Valley)

Resource Persons Present

Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Linda Lacy, Interim President, Riverside City College
Dr. Buysse, Vice Chancellor, Administration and Finance
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Gaither Loewenstein, Vice President, Educational Services, Norco Campus

Guests Present

Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services and Operations

Dr. Buysse led the committee review of the proposed agreement and fee of \$362,867 with MDA Johnson Favaro to prepare a long range educational program, growth and capital plan for the Norco campus, agreement and fee of \$807,532 with Steinberg Architects to prepare a long range architectural program, growth, and capital plan for the Riverside campus, and the agreement and fee of \$289,985 with Maas Companies, Inc. to prepare a long range educational program, growth, and capital plan for the Moreno Valley Campus, and the funding of the agreements with Measure C funds that will be brought to the Board of Trustees for approval at the February 20, 2007 regular meeting. Discussion followed.

APPROVAL OF PROFESSIONAL DESIGN SERVICES AND EDUCATIONAL PLANNING CONSULTANTS TO DEVELOP LONG RANGE EDUCATIONAL PROGRAM, GROWTH, AND CAPITAL PLANS FOR NORCO, RIVERSIDE, AND MORENO VALLEY CAMPUSES

Dr. Davis introduced Dr. Loewenstein, who led the review of the agreement with Harley Ellis Devereaux to prepare plans and specifications for the Norco Student Support Center that will be brought to the Board of Trustees for approval at the February 20th regular meeting. Discussion followed.

Ms. Kauffman presented an update on the strategic planning process and activities during the past four months for the Board's review. Discussion followed.

The committee adjourned the meeting at 8:00 p.m.

PROPOSED AGREEMENT FOR HARLEY ELLIS DEVEREAUX TO PROVIDE DESIGN SERVICES FOR THE NORCO STUDENT SUPPORT CENTER PROJECT

UPDATE ON STRATEGIC PLANNING

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: IX-A

DATE: March 20, 2007

Subject: CCCT Board of Directors Election – 2007

Background: The election of members of the CCCT Board of Directors takes place between March 10-April 25, 2007. There are ten two-year vacancies and one one-year vacancy on the board. Those nominated for election to the board are listed on the attachment for your consideration.

Recommended Action: Board consideration is requested to elect Board President Mary Figueroa to the CCCT Board of Directors for a two-year term, included with the vote for each of the eleven vacancies on the CCCT Board.

Salvatore G. Rotella
President

Prepared by: Kristen Van Hala
Administrative Assistant
Board of Trustees

2007 CCCT ELECTION
CANDIDATES IN RANDOM DRAWING ORDER

1. *Luis Villegas, Santa Barbara CCD
2. *Maria Elena Serna, San Joaquin Delta CCD
3. *Donald L. Singer, San Bernardino CCD
4. *Georgia L. Mercer, Los Angeles CCD
5. *Jeanette Mann, Pasadena Area CCD
6. Bill McMillin, Ohlone CCD
7. Tony Ubalde, Solano CCD
8. Donald Nelson, Victor Valley CCD
9. *Rosanne Bader, Mt. San Antonio CCD
10. John A. Rodgers, Kern CCD
11. Mary Figueroa, Riverside CCD
12. *Tom Clark, Long Beach CCD
13. Nancy C. Chadwick, Palomar CCD
14. Andrew Walzer, Santa Monica CCD
15. Bob Hughlett, Cerritos CCD
16. *Walter G. Howald, Coast CCD
17. *Charles H. Hayden, Desert CCD
18. *Andre Quintero, Rio Hondo CCD

* Incumbent

AMENDED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: IX-B

Date: March 20, 2007

Subject: Resolution Commending Mr. Lee Wagner, Chief/Director of College Safety and Police, Riverside Community College District – Resolution No. 33-06/07

Background: Attached for consideration by the Board of Trustees is a resolution prepared to recognize and commemorate the significant contributions of Mr. Lee Wagner, Chief/Director of College Safety and Police, Riverside Community College District. Mr. Wagner was recognized by the African American Historical Society on March 13, 2007 at the Riverside Branch of the National Association for the Advancement of Colored People's (NAACP) 55th Annual Freedom Fund Awards Banquet. The theme of this year's banquet was "Expanding the Visions of our Youth," and Mr. Wagner is being recognized for his years of service to Riverside's youth as he worked with the City of Riverside Police Department and Riverside Community College District.

Recommended Action: It is recommended that the Board of Trustee adopt Resolution No. 33-06/07, recognizing and commemorating the significant contributions of Mr. Lee Wagner to the youth of Riverside through service with the City of Riverside Police Department and as Chief /Director of College Safety and Police, Riverside Community College District.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 33-06/07

Resolution of Commendation—Lee Wagner

WHEREAS Lee Wagner was honored on March 13 by the African American Historical Society, and received one of the organization’s Unsung Hero Awards for his community service and mentorship activities; and,

WHEREAS, the qualities that brought him the African American Historical Society honors were the same qualities that he exhibits as the Riverside Community College District Police Chief; and,

WHEREAS, his past service to the community through his career in law enforcement and his contributions as a patrolman, school resource officer, field training officer, special agent, detective, and police sergeant had a direct impact on the safety of our communities; and,

WHEREAS, as a police sergeant, he continued to be a positive influence on our youth, supervising detectives in the juvenile division and officers and staff in the School Resource Officer Program; and,

WHEREAS, he continued his service to the community as an RPD administrator, rising to the rank of lieutenant, responsible field operations and special operations; and,

WHEREAS, upon joining Riverside Community College District as Chief of College Police in 1995, he set about restructuring the department, upgrading officer training, and guiding the department in its evolution to POST-certified status; and,

WHEREAS, thanks to his efforts and those of his officers, aides, dispatchers, and support staff, RCCD campuses and education sites are protected and secure; and.

WHEREAS, Chief Wagner through his progress toward a doctorate degree continues to set a professional example that promotes the value of higher education and life-long learning;

THEREFORE, be it resolved that the Board of Trustees officially commends Chief Lee Wagner for his well-deserved recognition by the African American Historical Society and his service to the Riverside Community College District.

Date: March 20, 2007

