

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
May 20, 2008 - 6:00 p.m. – Student Services Foyer, Norco Campus,
Riverside Community College District, 2001 Third Street, Norco, California

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact Heidi Wills at (951) 222-8804 as far in advance of the meeting as possible.

CLOSED SESSION

- Pursuant to Government Code Section 54957, Public Employee Appointment; Title: Interim Chancellor.

- Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator; Agency Designated Representative: Brad Neufeld, Best, Best & Krieger LLP; Unrepresented employee: Interim Chancellor.

Recommended Action: To Be Determined

- I. Approval of Minutes - Regular Meeting of April 22, 2008
 Special Meeting of April 26, 2008
 Special Meeting of April 29, 2008
 Special Meeting of April 30, 2008
 Special Meeting of May 9, 2008

- 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. “Presentation of Spring 2008 Scholarship Award to Student Trustee” –
 Dr. James Buysse, Interim Chancellor

2. "Presentation of the Dr. Asa G. Hilliar III Model of Excellence Award to the Riverside Community College District Student Equity Implementation Team" – Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations
3. "Recognition of Students from RCC Model United Nations" - Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations
4. "Community Education and Employment Training Service Center" – Dr. Linda Lacy, Interim President, Riverside City College

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
 - (c) Long-Term, Temporary Faculty
 - (d) Special Assignments
 2. Request for Participation in Reduced Employment Program
 3. Separation
 - b. Classified Personnel
 1. Appointments
 - (a) Management/Supervisory (None)

- (b) Management/Supervisory – Categorically Funded (None)
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded (None)
 - (e) Short Term
 - (f) Temporary as Needed Student Workers
 - (g) Special Assignments
2. Military Leave
 3. Requests for Temporary Reduced Workload During the 4/10 Work Schedule
 4. Separations
2. Purchase Order and Warrant Report—All District Funds
- Recommend approving the Purchase Order and Warrant Report issued by the Business Office.
 3. Budget Adjustments
 - a. 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. 43-07/08 – 2007-2008 UCR TQE Subcontract/Copernicus Project
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said resolution.
 2. Resolution to Amend Budget – Resolution No. 44-07/08 – 2007-2008 Basic Skills/ESL Program
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said resolution.

3. Resolution to Amend Budget – Resolution No. 45-07/08 – 2007-2008 Child Development Training Consortium Program
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said resolution.
 4. Resolution to Amend Budget – Resolution No. 46-07/08 Career Technical Education Fiscal Agent for California Community College’s Chancellor’s Office/California Department of Education MOU
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said resolution.
 5. Resolution to Amend Budget – Resolution No. 47-07/08 – 2007-2008 Riverside County Emancipation Services Program
 - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said resolution.
- c. Riverside City Campus Food Service Remodel Project Budget
 - Request approving the revised budget and authorize the use of Measure C funds.
4. Bid Awards
 - a. Bid Award – Classic Coach Bus for Associated Students of Riverside Community College District (ASRCCD)
 - Recommend awarding a bid relative to the purchase of a bus for the Associated Students of Riverside Community College District.
 - b. Bid Award/Bid Rejection – Riverside City Campus Food Services Remodel Project
 - Recommend awarding a bid and rejecting a bid relative to the Riverside City Campus Food Services Project.
 - c. Bid Rejection – Norco Soccer Field Project – Norco Campus
 - Recommend rejecting all bids relative to the Norco Soccer Field Project and authorize re-bidding after revising specifications.

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

6. Grants, Contracts and Agreements
 - a. Contracts and Agreements Report Less than \$72,400 – All District Funds
 - Recommend ratifying the listing of the District’s contracts and agreements that are less than \$72,400.
 - b. March Joint Powers Authority Commercial Lease Agreement
 - Recommend approving the agreement and authorize signing the lease.
 - c. Memorandum of Understanding – Governor’s Career Technical Education (CTE) Initiative
 - Recommend approving the memorandum of understanding and authorize signing the memorandum.
 - d. Agreement with Office of Statewide Health Planning and Development for the Physician Assistant Program
 - Recommend approving the agreement to provide funding for a full-time faculty member for the Physician Assistant Program.
 - e. Agreement and Memorandum of Understanding with Riverside County Office of Education
 - Recommend approving the agreement and memorandum of understanding to provide additional services to the Independent Living Program for foster youth.
 - f. Purchase Using California Multiple Award Schedule (CMAS)
 - Recommend approving the use of the California Multiple Award Schedule relative to the purchase of equipment for the Digital Library.
 - g. Agreement between Riverside Community College District and the County of Riverside
 - Recommend ratifying the extension of the expired agreement, and authorize signing the agreement.

7. Other Items

- a. Authorization to Encumber Funds – Resolution No. 48-07/08
- Recommend adopting a resolution allowing staff to submit requisitions and the Purchasing Manager to submit purchase orders beginning in mid-June for the fiscal year 2008-2009, and authorizing the signing of the resolution.

Recommended Action: Request for Approval and Ratification

B. Information

1. Monthly Financial Report
- Informational report relative to the District's financial activity for the period from July 1, 2007 through April 30, 2008.
2. Health Services Fee
- Informational report relative to raising the fee.

Information Only

VI. Board Committee Reports

A. Teaching and Learning Committee (None)

B. Resources Committee (None)

C. Planning Committee (None)

D. Governance Committee

1. Revised and New Board Policies – First Reading
- Recommend accepting Board Policy 6900 for first reading and table Policies 2430 and 2510 until the June Board meeting.

Recommended Action: Accept for First Reading

2. Revised and New Board Policies – Second Reading
- Recommend approving Board Policies 6327, 6750, 7200 and 7700.

Recommended Action: Request for Approval

- E. Board of Trustees Committee Meeting Minutes
- Recommend receipt of minutes from the April 8, 2008 Board of Trustees Planning, Teaching and Learning, Resources, and Governance Committee meetings.

Information Only

- VII. Administrative Reports
 - A. Vice Chancellors
 - B. Presidents
- VIII. Academic Senate Reports
 - A. Moreno Valley Campus
 - B. Norco Campus
 - C. Riverside City College/Riverside Community College District
- IX. Bargaining Unit Reports
 - A. CTA – California Teachers Association
 - B. CSEA – California School Employees Association
- X. Business from Board Members
 - A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.
Information Only
- XI. Closed Session
 - Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.
Recommended Action: To be Determined
- XII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF APRIL 22, 2008

President Figueroa called the regular meeting of the Board of Trustees to order at 6:15 p.m., in Student Services Room 101, Moreno Valley Campus.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal (arrived at 6:17 p.m.)
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina
Mr. Mark Takano
Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present

Dr. James L. Buysse, Interim Chancellor
Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Dr. Debbie DiThomas, Vice Chancellor, Student Services and Operations
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Dr. Linda Lacy, Interim President, Riverside City College
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Gaither Loewenstein, Vice President, Educational Services, Norco Campus
Mr. Doug Beckstrom, President, Academic Senate, Moreno Valley Campus
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College
Mr. Gustavo Segura, President, CSEA

Moreno Valley Student Senator Estes Johnson led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms Green, seconded by Mr. Takano, moved that the Board of Trustees approve the minutes of the special meeting of March 11, 2008. Motion carried. (5 ayes)

MINUTES OF SPECIAL MEETING OF MARCH 11, 2008

Mr. Medina, seconded by Ms Green, moved that the Board of Trustees approve the minutes of the special meeting of March 15, 2008. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF MARCH 15, 2008

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the special meeting of March 18, 2008. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL
MEETING OF MARCH 18, 2008

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the regular meeting of March 18, 2008. Motion carried. (5 ayes)

MINUTES OF THE REGULAR
MEETING OF MARCH 18, 2008

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the special meeting of March 25, 2008. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL
MEETING OF MARCH 25, 2008

CHANCELLORS' REPORTS

Ms. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees adopt the resolution designating the week of May 19-23, 2008 as Classified School Employee Week. Motion carried. (5 ayes)

Resolution No. 40-07/08 –
Resolution to Recognize Classified
School Employee Week

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the four-ten hour day (4/40) workweek from June 16-August 22, 2008 for classified and confidential support staff. Staff will work ten hours per day during the four (4) days, Monday through Thursday, of each week with the following exception: Offices which are required to serve students, the needs of the District and/or the public Monday through Friday will provide staffing for the five days. Staff members shall be scheduled by the immediate supervisor with input from unit members involved. Such scheduling shall remain the same for the entire summer and may either provide for (1) scheduling all employees for five eight-hour days; or (2) an alternate scheduling plan which gives unit members the option to work four ten-hour days with either Monday or Friday as their unscheduled day. These exceptions will be approved and communicated by the appropriate president or vice chancellor. Motion carried. (5 ayes)

Summer Workweek

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approves the naming of : Quad 144 in honor of Barbara and Bart Singletary; a classroom (to be identified) in the A. G. Paul Quadrangle in honor of The Community Foundation; a classroom or laboratory (to be identified) in the future School of Nursing/Science at Riverside City College in honor of Charles and Elaine Ford; and a classroom (to be identified) in the A. G. Paul Quadrangle in honor of William and Beverly McGaugh. Motion carried. (5 ayes)

The Facilities Recognition Committee's Recommendation to the Board of Trustees

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees authorizes administration to engage in negotiations of an inter-public agency Memorandum of Understanding with the California Department of Corrections and Rehabilitation designating Riverside City College as the lead educational agency for a Community Education and Employment Training Service Center in Riverside. Motion carried. (5 ayes)

Proposal for a Community Education and Employment Training Service Center in Riverside

Mr. Naranjo presented the report about recent and future student activities at the Norco Campus and Riverside City College. Moreno Valley Student Senator Estes Johnson presented the report about recent and future student activities at the Moreno Valley Campus.

STUDENT REPORT

CONSENT ITEMS

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

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 55)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,754,650 and District Warrant Claims totaling \$4,860,049; (Appendix No. 56)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented; (Appendix No. 57)

Budget Adjustments

Approve adding the revenue and expenditures of \$50,000 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$17,173 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$154,903 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$60,118 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$2,500 to the budget, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the resolution;

Approve the contingency budget adjustments, by a two-thirds vote of the members, as presented; (Appendix No. 58)

Award a bid to Hinkley and Associates in the amount of \$3,456,789 to relocate modular buildings on the Riverside City Campus; relocate modular buildings from the Riverside City Campus to the Moreno Valley Campus; and perform related site preparation work, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the associated agreement;

Grant out-of-state travel as listed; (Appendix No. 59)

Ratify the listed contracts and agreements totaling \$577,332; (Appendix No. 60)

Resolution to Amend Budget – Resolution No. 37-07/08 – 2007-2008 Center for International Trade Development Program

Resolution to Amend Budget – Resolution No. 38-07/08 – 2007-2008 Foster Parent and Kinship Provider Training Program

Resolution to Amend Budget – Resolution No. 39-07/08 2007-2008 Equipment for Nursing and Allied Health Programs

Resolution to Amend Budget – Resolution No. 41-07/08 2007-2008 School Medicaid Administrative Activities (MAA)

Resolution to Amend Budget – Resolution No. 42-07/08 2007-2008 Foster and Kinship Care Education Program

Contingency Budget Adjustment

Bid Award – District Modular Projects – Moreno Valley Allied Health Sciences and Riverside City Campus

Out-of-State Travel

Contracts and Agreements Report Less than \$72,400 – All District Funds

Declare the property listed 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. 61)

Surplus Property

Accept the PBX Building 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 – PBX Building, Riverside Campus

Approve the certificates for inclusion in the District catalog. (Appendix No.62)

Certificates of Achievement for IGETC and CSU

Motion carried. (5 ayes)

Information

In accordance with Board Policy 1042, the Interim Chancellor has accepted the resignation of Ms. Cornelia Wylldestar, reading instructor, effective March 21, 2008, for personal reasons, Ms. Rebecca Faircloth, Counseling Clerk I (Part-time, 50%), effective April 25, 2008, for personal reasons, Mr. Eugene Grim, senior tool room attendant, effective April 30, 2008, for personal reasons, and Ms. Erin Serrato, college receptionist, effective April 7, 2008, non-continuance of probationary period.

Separations

The Board received the summary of financial information from July 1, 2007-March 31, 2008.

Monthly Financial Report

The Board received the information for the period ended March 31, 2008.

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended March 31, 2008

The Board received a report on Measure C general obligation bond financial activity through the period ended March 31, 2008.

Measure C Project Commitments Summary Report

BOARD COMMITTEE REPORTS

Teaching and Learning

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

Proposed Curricular Changes

changes for inclusion in the catalog and in the schedule of class offerings. Motion carried. (5 ayes) (Appendix No.63)

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the agreement, from July 1, 2008 through June 30, 2011, for an amount not to exceed \$685,877, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with the State of California, Department of Rehabilitation

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the agreements, for \$200,000 and \$73,046, respectively, from July 1, 2008 through June 30, 2010, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Agreements with Office of Statewide Health Planning and Development for the School of Nursing

Resources Committee

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the Change Order in the amount of \$45,967.62, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the change order. Motion carried. (5 ayes)

District Modular Projects – Moreno Valley and Norco Campuses – Change Order

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees amend the agenda to include item VI-B-2 whose subject title was missing from the printed agenda. Motion carried. (5 ayes)

Agenda Amended

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the change order, increasing the net contract amount by \$577,860, for a total of \$6,124,804, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the change order. Motion carried. (5 ayes)

NORESCO Utility Retrofit Improvement Project – Change Order #3

Governance

Ms. Blumenthal, seconded by Mr. Takano, moved that the Board of Trustees accept for first reading Policies 6327 and 6750. Motion carried. (5 ayes)

Revised and New Board Policies – First Reading

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees accept for first reading Policies 7200 and 7700. Motion carried. (5 ayes)

Ms. Blumenthal, seconded by Mr. Medina, moved that the Board of Trustees approve Board Policies 3200, 3250, 4005, 4020, 4025, 4100, 4240, 4260 and 6200. Motion carried. (5 ayes)

The Board received for information the minutes from the March 11, 2008 Board of Trustees Planning, Teaching and Learning, Resources, and Governance Committee Meetings.

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

Dr. Mahon presented the report on behalf of the District and Riverside City College Academic Senates.

Mr. Gustavo Segura, President, CSEA, presented the report on behalf of the CSEA.

Board President Figueroa presented an informational update on the status of the Chancellor search.

The Board adjourned the meeting at 8:33 p.m.

Revised Accreditation and Revised/New Academic Affairs Board Policies – Second Reading

Board of Trustees Committee Meeting Minutes

ACADEMIC SENATE REPORTS

Moreno Valley Campus

Riverside City College/Riverside Community College District

BARGAINING UNIT REPORTS

CSEA – California School Employees Association

BUSINESS FROM BOARD MEMBERS

Update on Chancellor Search Committee

ADJOURNED

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF APRIL 26, 2008

President Figueroa called the special meeting of the Board of Trustees to order at 9:25 a.m., at Eagle Glen Golf Club, 1800 Eagle Glen Parkway, Corona, California.

CALL TO ORDER

Trustees Present

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

Trustee(s) Absent

Mr. Carlos R. Naranjo, Jr., Student Trustee

Staff Present

Dr. James L. Buisse, Interim Chancellor
Ms. Chris Carlson, Chief of Staff

Guests Present

Dr. Narcisa Polonio, Consultant, Association of Community College Trustees

President Figueroa led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Dr. Polonio led the introduction exercise, and facilitated the discussion regarding the basics of being a board member, trustee roles and responsibilities, and Board ethics and standards of good practice.

INTRODUCTION, THE BASICS OF BEING A BOARD MEMBER, TRUSTEE ROLES AND RESPONSIBILITIES, BOARD ETHICS AND STANDARDS OF GOOD PRACTICE

The Board recessed for lunch at 1:00 p.m. and reconvened at 1:30 p.m.

RECESSED/RECONVENED

Dr. Polonio facilitated the discussion regarding succession planning, how to implement Board governance, and initiated the Board self-assessment that will be revisited with a report from the documents submitted by the Board members.

THE BOARD-CEO RELATIONSHIP, HOW TO IMPLEMENT BOARD GOVERNANCE AND BOARD SELF-ASSESSMENT

The Board adjourned the meeting at 4:10 p.m.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF APRIL 29, 2008

President Figueroa called the special meeting of the Board of Trustees to order at 6:07 p.m., in the Administrative Conference Room, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present

Dr. James L. Buisse, Interim Chancellor
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources

Guest(s) Present

Mr. Brad Neufeld, Attorney, Best, Best and Krieger

President Figueroa led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Associate Professor Dwight Lomayesva and Adjunct Faculty Instructor Mark Carpenter requested and received an update on the Chancellor search to date.

COMMENTS FROM THE PUBLIC

The Board adjourned to closed session at 6:20 p.m., pursuant to Government Code Section 54957, to discuss public employee discipline/dismissal/release and public employee appointment, title: Chancellor, to discuss the Chancellor position.

CLOSED SESSION

The Board reconvened to open session announcing no action and adjourned the meeting at 8:00 p.m.

RECONVENED TO OPEN
SESSION AND ADJOURNED

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF APRIL 30, 2008

President Figueroa called the special meeting of the Board of Trustees to order at 7:30 p.m., at Duane's Restaurant, Mission Inn, 3649 Mission Inn Avenue, Riverside, California.

CALL TO ORDER

Trustees Present:

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

Trustees Absent

Mr. Carlos Naranjo, Jr., Student Trustee

The Board adjourned to closed session at 7:31 p.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Raúl Rodriguez, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 9:50 p.m., announcing no action was taken, and adjourned the meeting to Tuesday, March 6, 2008 at 7:00 p.m., at Duane's Restaurant, Mission Inn Avenue, Riverside, California.

RECONVENED/ADJOURNED
TO MARCH 6, 2007

The Board adjourned to closed session on Tuesday, March 6, 2007, at 7:01 p.m., pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Troy Justesen, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 10:15 p.m., announcing no action was taken, and adjourned the meeting.

RECONVENED/ADJOURNED

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF MAY 9, 2008

President Figueroa called the special meeting of the Board of Trustees to order at 5:35 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present

Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
And Institutional Advancement

Guest(s) Present

Mr. Brad Neufeld, Attorney, Best, Best and Krieger
Dr. Serafin Zasueta, Member, ACCT Search Team

Dr. Dariush Haghghat, CTA President-elect, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Karin Skiba, CTA President; Dr. Sharon Crasnow, Norco Campus Academic Senate President; Dr. Richard Davin, representing the Riverside City College Academic Senate; Dr. Peter Curtis, Assistant Professor, Music, Riverside City College; Dr. Fabian Biancardi, representing the Moreno Valley Campus; Dr. Dariush Haghghat, Associate Professor, Political Science, Riverside City College; Ms. Jan Schall, Associate Professor, Sociology, Riverside City College; Ms. Tish Chavez, Confidential Employee representative; Dr. Irv Hendrick, Interim President, Moreno Valley Campus; and Riverside resident Art Garcia made comments to the Board regarding the final candidates for Chancellor.

COMMENTS FROM THE PUBLIC

The Board adjourned to closed session at 6:11 p.m., pursuant to Government Code Section 54957, to discuss public employee appointment; title: Chancellor, and, pursuant to Government Code Section 54957.6, to confer with Labor Negotiator; Agency Designated Representative: Brad Neufeld, Best, Best, & Krieger LLP; unrepresented employee: Chancellor.

CLOSED SESSION

The Board reconvened to open session announcing no action and adjourned the meeting at 11:50 p.m.

RECONVENED TO OPEN
SESSION AND ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: May 20, 2008

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/ratified:

a. Management

<u>Name</u>	<u>Position</u>	<u>Term of Appointment</u>	<u>Salary Placement</u>
NORCO CAMPUS			
* Kenneth Gonzalez	Dean, Student Services	07/01/08-06/30/09	19.1

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS			
Nicolae Baciuna	Mathematics Instructor	08/25/08	D-3
* LaTonya Parker	Counselor/Instructor	08/27/08	D-7
Chui Zhi Yao	Mathematics Instructor	08/25/08	G-2
RIVERSIDE CITY COLLEGE			
* Rebecca Kessler	Cosmetology Instructor	08/18/08	D-7
* Denise Kruizenga-Muro	Writing & Reading Center Lead Instructor	08/25/08	E-4
* Paul Richardson	Chemistry Instructor	08/25/08	B-1
* Estrella Romero	Speech Communication Instructor	08/25/08	F-5
* Jarrod Williamson	Chemistry Instructor	08/25/08	H-6

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLEGE			
* Daniel Alvarez	Chemistry Instructor	08/25/08	H-1
* Marsha Brown	Cosmetology Instructor	08/18/08	C-6

d. Special Assignments

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

Report No.: V-A-1-a

Date: May 20, 2008

Subject: Academic Personnel

2. 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 Vice President has reviewed and supports the following request.

It is recommended the Board of Trustees approve the request of Judy Haugh, Associate Professor of Counseling, and allow her to participate in the Reduced Employment Program with a counseling/teaching load of 60% for the 2008-09 academic year.

3. Separation

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Rebecca Ng	Associate Professor, Library Services	June 12, 2008	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: May 20, 2008

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

b. Management/Supervisory – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

Report No.: V-A-1-b

Date: May 20, 2008

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS				
RIVERSIDE CITY COLLEGE				
Gloria Aguilar	Secretary IV, Information Services	05/27/08	17-5	Transfer
*Stefanie Hernandez	Counseling Clerk I	06/02/07	14-1	Transfer

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

Report No.: V-A-1-b

Date: May 20, 2008

Subject: Classified Personnel

1. Appointments – Continued

e. Short Term

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

f. Temporary as Needed Student Workers

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

g. Special Assignments

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

Faculty Internship Project (FIP) during Spring 2008 (02/14/08 – 04/30/08)

Alma Lopez & Cory Reinking – Total amount not to exceed \$1,500 per individual

2. Military Leave

Section 395.01 of the Military and Veteran’s Code and Section 87832 of the Education Code authorizes the President, or designee, to approve a leave for military reserve duty with full salary for the first 30 days of such military leave;

It is recommended the Board of Trustees ratify the request for military reserve duty for Mr. Anthony Rizo, Multi-Media Graphic Artist, for the period of April 4-8, 2008 and May 2-6, 2008 (a total of 6 working days). Mr. Rizo meets the college service requirement.

3. Request for Temporary Reduced Workload During the 4/10 Work Schedule

The following classified employees have requested temporary reduced workload during the 4/10 work schedule of June 16, 2008 through August 22, 2008. There will be no impact to employee medical benefits during this period.

It is recommended the Board of Trustees approve temporary reduced workloads for the following classified employees:

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Lilia Acevedo	Student Services Specialist	100%	90%
Cindy Andrade	Food Services Worker IV	100%	90%
Claudia Castro	Educational Advisor	100%	90%
Terri Erickson	Secretary IV	100%	90%
Tabitha Fuller	Academic Evaluation Specialist	100%	90%
Clara Garibay	Health Services Supervisor	100%	90%
Beth Gilbertson	Secretary IV	100%	90%
Elizabeth Gomez	Occupational Ed Specialist	100%	90%

Report No.: V-A-1-b

Date: May 20, 2008

Subject: Classified Personnel

3. Request for Temporary Reduced Workload During the 4/10 Work Schedule (Continued)

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Sandra Hakenson	Nursing Skills Lab Technician	100%	90%
Helena Largent	Veteran Services Technician	100%	90%
Maria Maness	Matriculation Specialist	100%	90%
Rita Perez	Counseling Clerk II	100%	90%
Richard Sanders	Sr. Tool Room Attendant	100%	80%
Kathleen Schuman	Instructional Dept. Specialist	100%	80%
Kheesa Slaughter	Upward Bound Coordinator	100%	90%
Angie Topete	Occupational Ed Assistant	100%	80%
Toni VanBuhler	Instructional Support Coordinator	100%	90%

4. Separations

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

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


<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Dorothy Levy	Student Financial Services Analyst	April 16, 2008	Non-Continuance of Probationary Period
William Murphey	Nursing Enrollment Technician	June 27, 2008	Personal

Report No.: V-A-1-b

Date: May 20, 2008

Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



James L. Buysse
Interim Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:



Linda Lacy
Interim President, Riverside City College



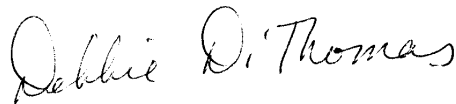
Ray Maghroori
Vice Chancellor, Academic Affairs

Brenda Davis
President, Norco Campus



Aaron Brown
Interim Vice Chancellor, Administration

Irv Hendrick
Interim President, Moreno Valley Campus



Debbie DiThomas
Interim Vice Chancellor, Student Services/Operations

Document Editing for RSA Part 2 (Spring 2008)

To edit documents created by RSA staff as needed. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Bonnie Pavlis – Total amount to be paid not to exceed \$435.90

National Science Foundation Advanced Technological Education National Center for Logistics and Supply Chain Technology (Spring 2008)

Participate in planning activities related to the grant; serve as Principal Investigator and carry out duties as outlined in the grant application. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Rex Beck – Total amount to be paid not to exceed \$2370.00

National Science Foundation – Advanced Technical Education Program (Spring 2008)

Development of materials for NSF funded Summer Innovation Institute. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Glen Graham – Total amount to be paid not to exceed \$3046.14

Fire Technology Faculty Development (Spring 2008)

Complete curriculum update, programs SLO's improvement of instruction.

Ann Yoshinaga – Paid as a lump sum upon completion in the amount of \$50.00

Ron Richmond – Paid as a lump sum upon completion in the amount of \$50.00

Rob Rappaport – Paid as a lump sum upon completion in the amount of \$50.00

Robert Perotti – Paid as a lump sum upon completion in the amount of \$50.00

Steve Nunn – Paid as a lump sum upon completion in the amount of \$50.00

Natahn Clardy – Paid as a lump sum upon completion in the amount of \$50.00

Richard Bell – Paid as a lump sum upon completion in the amount of \$50.00

Robert Allison – Paid as a lump sum upon completion in the amount of \$50.00

Dru Orby Odil – Paid as a lump sum upon completion in the amount of \$50.00

Bill Melendez – Paid as a lump sum upon completion in the amount of \$50.00

Chuck Burney – Paid as a lump sum upon completion in the amount of \$50.00

David Anderson – Paid as a lump sum upon completion in the amount of \$50.00

Doug Allen – Paid as a lump sum upon completion in the amount of \$50.00

Geoff Pemberton – Paid as a lump sum upon completion in the amount of \$50.00

Rick Griggs – Paid as a lump sum upon completion in the amount of \$50.00

Mike Koury – Paid as a lump sum upon completion in the amount of \$50.00

Brent Norwine – Paid as a lump sum upon completion in the amount of \$50.00

Robert Cox – Paid as a lump sum upon completion in the amount of \$50.00

James Wilson – Paid as a lump sum upon completion in the amount of \$50.00

Gail Scanlon – Paid as a lump sum upon completion in the amount of \$50.00

Arthur Pereida – Paid as a lump sum upon completion in the amount of \$50.00

Tony Mecham – Paid as a lump sum upon completion in the amount of \$50.00

Mike Kelleher – Paid as a lump sum upon completion in the amount of \$50.00

Mike Jennings – Paid as a lump sum upon completion in the amount of \$50.00

Peter Grzeskowiak – Paid as a lump sum upon completion in the amount of \$50.00

Mark Gilman – Paid as a lump sum upon completion in the amount of \$50.00

Jason Escalera – Paid as a lump sum upon completion in the amount of \$50.00

NAEYC Classroom Portfolio Part A of 2 parts (Spring 2008)

Document and compile evidence for NAEYC Accreditation Project.

Sandra Weaver – Paid as a lump sum upon completion in the amount of \$500.00
Nancy Staczek – Paid as a lump sum upon completion in the amount of \$500.00
Christina Rivera – Paid as a lump sum upon completion in the amount of \$500.00
Lynette Rangel – Paid as a lump sum upon completion in the amount of \$500.00
Antoinette Rangel – Paid as a lump sum upon completion in the amount of \$500.00
Lisa Powers – Paid as a lump sum upon completion in the amount of \$500.00
Lyneet Morales – Paid as a lump sum upon completion in the amount of \$500.00
Nancy Mercer – Paid as a lump sum upon completion in the amount of \$500.00
Linda Martinez – Paid as a lump sum upon completion in the amount of \$500.00
Christina Heredia-Ruethe – Paid as a lump sum upon completion in the amount of \$500.00
Regina Herbertson – Paid as a lump sum upon completion in the amount of \$500.00
Susan Helm – Paid as a lump sum upon completion in the amount of \$500.00
Denise Hays – Paid as a lump sum upon completion in the amount of \$500.00
Lisa Beltran – Paid as a lump sum upon completion in the amount of \$500.00
De' Amber Barnes – Paid as a lump sum upon completion in the amount of \$500.00
Aurora Banuelos – Paid as a lump sum upon completion in the amount of \$500.00
Danielle Sandoval – Paid as a lump sum upon completion in the amount of \$500.00
Carmen Tyrell – Paid as a lump sum upon completion in the amount of \$500.00

Rubidoux Early College High School Faculty Collaboration Day (Spring 2008)

Participate in Faculty Collaboration Workshop at the Riverside City College Digital Library.

Jacqueline Wilcoxson – Paid as a lump sum upon completion in the amount of \$225.00
Denise Kraemer – Paid as a lump sum upon completion in the amount of \$225.00
Kim Seymour – Paid as a lump sum upon completion in the amount of \$225.00

Completion of ESL Program Review (Spring 2008)

Completion of Program Review

Margaret Tjandra – Paid as a lump sum upon completion in the amount of \$200.00
Miguel Reid – Paid as a lump sum upon completion in the amount of \$200.00
Doug Bowen – Paid as a lump sum upon completion in the amount of \$200.00
Margarita Shirinian – Paid as a lump sum upon completion in the amount of \$200.00
Olga Dumer – Paid as a lump sum upon completion in the amount of \$200.00

Teacher Preparation Title V Grant (Spring 2008)

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

Anna Christian – Total amount to be paid not to exceed \$451.28
Deborah Smith – Total amount to be paid not to exceed \$451.28

6 Degrees & Triangle Factory (Spring 2008)

Lighting Design

William Mittler – Paid as a lump sum upon completion in the amount of \$1500.00

Translation for ESL Materials for Outreach Efforts (Spring 2008)

Translation of ESL materials that include, but are not limited to brochures and websites.

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

Bonavita Quinto-MacCallum – Total amount to be paid not to exceed \$809.55

Title V CAP Instructor – Transfer to Success #2 (Spring 2008)

Patricia Avila – Paid as a lump sum upon completion in the amount of \$1200.00

Jazz Festival (Spring 2008)

Guest Artist

Joel Paat – Paid as a lump sum upon completion in the amount of \$300.00

Faculty Internship Project (FIP) (Spring 2008)

Participate in FIP during Spring 2008 semester

Alan DeHope – Paid as a lump sum upon completion in the amount of \$1500.00

Chui Zhi Yao – Paid as a lump sum upon completion in the amount of \$1500.00

Jessy Lemieux – Paid as a lump sum upon completion in the amount of \$1500.00

Title V Cooperative Grant Support (Spring 2008)

Provide additional clerical support to develop office procedures and Systems for the TV Coop Grant through the Spring 2008 semester.

Gabriela Ramirez – Paid as a lump sum upon completion in the amount of \$3000.00

Grant Preparation – Middle College High School (Summer 2008)

Preparation of Middle College High School final grant report 07-08 and ensure correct placement of students in the 2008-09 academic year.

Tom Hale – Paid as a lump sum upon completion in the amount of \$3000.00

California Rehabilitation Center Project (Summer 2008)

Psychology instructor to visit the CRC and present lectures to inmates regarding psychology related topics.

Jacqueline Wilcoxson – Paid as a lump sum upon completion in the amount of \$1200.00

Course Innovation Stipend for Math-98 (Summer 2008)

Continue to work along side Outcomes and Assessment Specialist to collect data necessary for the Mathematics Intervention Program.

Diana Dominguez – Paid as a lump sum upon completion in the amount of \$2500.00

The Aurora Project (Summer 2008)

Science faculty will provide training sessions for Aurora Project students on science pedagogy.

Terry Shaw – Paid as a lump sum upon completion in the amount of \$250.00

Faculty Development Coordinator (Summer 2008)

Prepare fall flex week activities.

Amber Casolari – Paid as a lump sum upon completion in the amount of \$4061.52

**Building Bridges Across Riverside Through Water Quality Research USDA Grant
(Summer 2008)**

Mentor & supervise two RCC students at UCR in environmental engineering. Write & submit annual report to USDA.

Heather Smith – Paid as a lump sum upon completion in the amount of \$12099.00

Summer Supervision of the Printing & Graphics Center (Summer 2008)

Provide part-time supervision of the staff during summer, 2008. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Richard Finner – Total amount to be paid not to exceed \$3000.00

Copernicus Alliance Project Subaward (Summer 2008)

Align RCC MV with UCR science faculty; prepare for Fall planning sessions, and demonstration proposals for faculty; finalize project reports.

Lori Ogata – Paid as a lump sum upon completion in the amount of \$8500.00

The Copernicus Project High School Summer Science Camp (Summer 2008)

Science faculty will teach three days of science labs to high school students and take them on a field trip on the fourth day. The purpose of the project is to encourage students to be science majors and become science teachers.

Terry Shaw – Paid as a lump sum upon completion in the amount of \$2000.00

Heather Smith – Paid as a lump sum upon completion in the amount of \$2000.00

The Copernicus Project High School Summer Science Camp (Summer 2008)

As Copernicus Project Coordinator, counselor will design, implement and maintain a four day summer campus for high school students which will include a field trip on the last day. The purpose of the project is to encourage students to be science majors and become science teachers.

Margaret Amodeo – Paid as a lump sum upon completion in the amount of \$2000.00

The Copernicus Project High School Summer Science Camp (Summer 2008)

Science faculty will take high school students and on a field trip on the fourth day of the summer science camp. The purpose of the project is to encourage students to be science majors and become science teachers.

Joseph Eckstein – Paid as a lump sum upon completion in the amount of \$500.00

Senate President (Winter 2008)

Senate president duties covered by the contract during the winter term. Attendance at Student Services Retreat, Board committee meetings, and Board meetings; update of Norco Senate webpage. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Sharon Crasnow – Total amount to be paid not to exceed \$701.61

Screening/Interviewing Committee (Winter 2008)

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

Lee Nelson – Total amount to be paid not to exceed 9 hours

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Ashley Broussard	Clerical, Substitute	04/21/08-06/30/08	14-1
Carla Chasey	Clerical, Substitute	05/03/08-06/30/08	17-1
Donna Dery	Clerical, Substitute	04/21/08-06/30/08	14-1
Kathleen Kelley-Trunko	Clerical, Substitute	04/21/08-06/30/08	14-1
Teresa Gamez	Grounds, Substitute	02/11/08-06/30/08	13-1
Adrian Wardlow	Custodian, Substitute	02/11/08-06/30/08	13-1
Joseph Bendix	Grounds, Substitute	04/10/08-06/30/08	14-1
Ida Flores	Grounds, Substitute	04/10/08-06/30/08	14-1

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>
Suzanne Coles	Classroom Assistant	01/07/08-06/30/08	\$10.00/hour
Adrian Wardlow	Custodial Assistant	02/11/08-06/30/08	\$12.50/hour
Jorge Silva	Educational Assistant	04/10/08-06/30/08	\$8.00/hour
Michael Chiado	Food Service Assistant	04/01/08-06/30/08	\$9.00/hour
Joseph Bendix	Grounds Assistant	04/10/08-06/30/08	\$13.00/hour
Ida Flores	Grounds Assistant	04/10/08-06/30/08	\$13.00/hour
Teresa Gamez	Grounds Assistant	02/11/08-06/30/08	\$13.00/hour
Marcella Brison	Instructional Aide I	03/17/08-06/30/08	\$8.00/hour
Shea Lucas	Laboratory Aide II	02/01/08-06/30/08	\$10.00/hour
Norma Ostrander	Laboratory Aide II	06/12/08-06/30/08	\$10.00/hour
Tamara Allen	Matriculation Assistant III	05/01/08-06/30/08	\$10.00/hour
Gelcie Hitchman	Matriculation Assistant III	04/23/08-06/30/08	\$10.00/hour
Jesus Acosta	Office Assistant I	03/25/08-06/30/08	\$9.00/hour
Natalie De La Vega	Office Assistant I	05/05/08-06/30/08	\$9.00/hour
Candace Edwards	Office Assistant I	04/01/08-06/30/08	\$9.00/hour
Heather Hayes	Office Assistant I	03/31/08-06/30/08	\$9.00/hour
Erica Lopez	Office Assistant I	05/01/08-06/30/08	\$9.00/hour
Jerardo Reyes	Office Assistant I	03/12/08-06/30/08	\$9.00/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>
Cecilia Rodriguez	Office Assistant I	04/01/08-06/30/08	\$9.00/hour
David Rojas	Office Assistant I	04/01/08-06/30/08	\$9.00/hour
Cynthia Torres	Office Assistant I	05/07/08-06/30/08	\$9.00/hour
Cassie Brewer	Office Assistant II	04/28/08-06/30/08	\$10.50/hour
Alexis Brucks	Office Assistant II	04/07/08-06/30/08	\$10.50/hour
Kim Eaton	Office Assistant II	05/01/08-06/30/08	\$10.50/hour
Salvador Herrera	Office Assistant II	04/07/08-06/30/08	\$10.50/hour
Joshua Tordai	Office Assistant II	04/07/08-06/30/08	\$10.50/hour
Joy Wells	Office Assistant II	04/28/08-06/30/08	\$10.50/hour
Elsa Williamson	Office Assistant II	04/21/08-06/30/08	\$10.50/hour
Daniel Zappia	Office Assistant II	04/21/08-06/30/08	\$10.50/hour
Anatoliy Daniliouk	Office Assistant III	04/02/08-06/30/08	\$12.50/hour
Elizabeth Esparza	Office Assistant III	04/28/08-06/30/08	\$12.50/hour
Tristan Taylor	Office Assistant III	04/10/08-06/30/08	\$12.50/hour
Roxanna Vannatta	Office Assistant III	04/01/08-06/30/08	\$12.50/hour
Melissa Hamilton	Office Assistant IV	04/24/08-06/30/08	\$14.00/hour
Elsa Ortega	Office Clerk	04/01/08-06/01/08	\$8.00/hour
Robin Arostegui	Photographer III	05/01/08-06/01/08	\$20.50/hour
Jorge Torres	Study Group Leader	03/26/08-06/30/08	\$12.00/hour
Mark Schlenker	Theater Carpenter	04/01/08-06/30/08	\$10.65/hour
Vidal Vargas	Training Technician I	04/23/08-06/30/08	\$15.00/hour
Kevin Turner	Tutor I	04/14/08-06/30/08	\$8.00/hour
Joshua Hatfield	Tutor III	04/01/08-06/30/08	\$9.25/hour
Christopher Robles	Tutor III	04/01/08-06/30/08	\$9.25/hour
Adam Apperson	Tutor IV	02/19/08-06/30/08	\$10.00/hour
Bethany Myers	Tutor IV	02/19/08-06/30/08	\$10.00/hour
Carlos Naranjo, Jr.	Tutor IV	04/01/08-06/30/08	\$10.00/hour

DISTRICT FUNDS

MORENO VALLEY CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Hong, Phat	Tutor	Tutorial Services	04/24/08	\$ 8.00
Rubio, Ashley	Tutor	Tutorial Services	04/24/08	\$ 8.00

NORCO CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Ahmed-Garay, Sebastian	Tutor	Tutorial Services	04/09/08	\$ 8.00
Roos, Vivian	Instructional Aide	Early Childhood Studies	04/22/08	\$ 8.00

RIVERSIDE CITY COLLEGE

NAME	POSITION	DEPARTMENT	DATE	RATE
Arvayo, Olivia	Tutor	Tutorial Services	04/24/08	\$ 8.00
Balogh, Christina	Instructional Aide	Early Childhood Studies	04/17/08	\$ 8.00
Bloomfield, Amanda	Office Worker	Swimming	04/28/08	\$ 8.00
Butler, Nishe	Tutor	Tutorial Services	04/17/08	\$ 8.00
Contreras, Lizette	Data Entry	IMC	04/16/08	\$ 8.00
Ittig, Kimberly	Tutor	Tutorial Services	04/16/08	\$ 8.00
Jan, Yoon	Tutor	Tutorial Services	04/01/08	\$ 8.00
Orozco, Jasmine	Tutor	Tutorial Services	04/30/08	\$ 8.00
Shibakawa, Yoshihisa	Tutor	Tutorial Services	04/17/08	\$ 8.00
Sun, Guangyao	Tutor	Tutorial Services	04/08/08	\$ 8.00
Titova, Irina	Tutor	Tutorial Services	04/16/08	\$ 8.00
Toghian, Elnaz	Peer Health Educator	Health Services	04/30/08	\$ 8.00
Valerio, Jeanette	Office Clerk	Health Services	04/22/08	\$ 8.00
Van Fossan, Donald	Tutor	Tutorial Services	04/17/08	\$ 8.00
Wongsosaputro, Eric	Tutor	Tutorial Services	04/16/08	\$ 8.00
Zeng, Dan	Tutor	Tutorial Services	04/16/08	\$ 8.00
Zerbo, Abdoulaye	Tutor	Tutorial Services	05/06/08	\$ 8.00

CATEGORICAL FUNDS

AMERICA READS PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
Boyd, Debbie	Avid Tutor	Corona/Norco USD- River Hts	04/24/08	\$ 10.25

AMERICA COUNTS PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
------	----------	------------	------	------

Boyd, Debbie	Avid Tutor	Corona/Norco USD- River Hts	04/24/08	\$ 10.25
--------------	------------	--------------------------------	----------	----------

COMMUNITY SERVICE PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
Forniss, Michelle	Student Worker	Riverside Housing Authority	04/24/08	\$ 8.00
Jackson, Ashley	Student Worker	Riverside Housing Authority	04/29/08	\$ 8.00
Nguyen, Jimmy	Student Worker	Riverside Housing Authority	04/24/08	\$ 8.00
Wright, Ashlei	Student Worker	Riverside Housing Authority	04/23/08	\$ 8.00

MORENO VALLEY CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Gray, Anita	Circulation Assistant	Library	04/24/08	\$ 8.00

NORCO CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Hicks, Patrice	Library Assistant	Library	04/24/08	\$ 8.00

RIVERSIDE CITY COLLEGE

NAME	POSITION	DEPARTMENT	DATE	RATE
Evans, Lorraine	Student Worker	Food Services	04/28/08	\$ 8.00
Lockridger, Chris	Office/Field Assistant	Athletics	04/24/08	\$ 8.25
Olukemi, Jean Paul	Clerical / Maintenance	Athletics	04/08/08	\$ 8.75
Ooten, Kimberly	Student Worker	Athletics	05/08/08	\$ 8.00
Thomas, Ray	Student Ambassador	Outreach	04/28/08	\$ 8.00
Washington, Allison	Office/Field Assistant	Athletics	04/28/08	\$ 8.00
Wildoner, Erik	Teacher Aide	Applied Tech / Welding	04/29/08	\$ 9.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: May 20, 2008

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 \$2,208,022 requested by District staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 116657-118282) totaling \$6,356,566 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through their claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,208,022 and District Warrant Claims totaling \$6,356,566.

James L. Buysse
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Report of Purchases
 All District Funds
 Purchases over \$72,400
 4/1/08 thru 4/30/08

Reference #	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$72,400 and over					
C0001871	41	Fac, Plan, Design & Constr.	The Steinberg Group	Additional Design & Engineering Services	\$ 248,500
C0001868	12	CACT	Zahraee, Dr. Mohammad	Amend Contract Extend to 6/30/09	No Cost
				Total	<u>\$ 248,500</u>
All Purchase Orders, Contracts and Additions under					
<u>\$72,400 for the period of 4/1/08 - 4/30/08</u>					
				Contracts C1870-C1894	\$ 184,162
				Contract Additions - C1513 - C1579	
				Purchase Orders P13233-P13963	1,566,296
				Purchase Order Additions P9183 - P13136	
				Blanket Purchase Orders B3289-B3375	209,064
				Blanket Purchase Order Additions - NONE	
				Total	<u>\$ 1,959,522</u>
				Grand Total	<u><u>\$ 2,208,022</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments

Background: The 2007-08 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). Additionally, at the close of each fiscal year, it is necessary for the Board to grant authority to make necessary balancing transfers among the various accounts and funds of the district. The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase a filing cabinet.		
From: Internal Audit Services	Conferences	\$ 500
To: Internal Audit Services	Equipment	\$ 500
2. Transfer to purchase office supplies.		
From: Administration & Finance	Advertising	\$ 1,000
To: Administration & Finance	Supplies	\$ 1,000
3. Transfer to provide for supplies and conferences.		
From: Grants Department	Academic Special Project	\$ 6,500
	Classified Hourly	854
	Equipment	350
	Equipment Replacement	725
To: Grants Department	Supplies	\$ 1,500
	Conferences	6,929

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
4. Transfer to purchase a copier. (Fund 12, Resource 1190)		
From: Middle College High School	Transportation	\$ 6,124
To: Middle College High School	Equipment Replacement	\$ 6,124
5. Transfer to provide for consultants and conferences.		
From: Faculty Prof. & Org. Development	Supplies	\$ 9,000
To: Faculty Prof. & Org. Development	Conferences	\$ 1,500
	Consultants	7,500
6. Transfer to reallocate the Emancipation Services grant budgets. (Fund 12, Resource 1190)		
From: Riv. Cty. Emancipation Services	Classified FT	\$ 33,900
	Employee Benefits	22,829
To: Post Emancipation Services	Instructional Supplies	\$ 3,400
	Other Services	11,600
Pre-Emancipation Services	Other Services	25,000
Riv. Cty. Emancipation Services	Supplies	400
	Meeting Expenses	5,000
	Professional Services	4,129
	Equipment	7,200
7. Transfer to provide for transportation assistance. (Fund 12, Resource 1190)		
From: Gateway to College – Tech Prep	Indirect Charges	\$ 1,290
To: Gateway to College – Tech Prep	Transportation/Bus Passes	\$ 1,290

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
8. Transfer to purchase office supplies. (Fund 12, Resource 1190)		
From: Cal Works Placement	Postage	\$ 500
To: Cal Works Coordination	Supplies	\$ 470
Cal Works Placement	Supplies	30
9. Transfer to provide for printing and office supplies.		
From: Finance	Professional Services	\$ 3,800
To: AV Labs and Services	Copying and Printing	\$ 100
	Supplies	3,700
10. Transfer to purchase equipment and supplies.		
From: Academic Affairs - District	Budget Augmentation Acct.	\$ 1,400
To: Academic Affairs - District	Equipment	\$ 560
	Supplies	840
11. Transfer to provide for computer software maintenance and licenses.		
From: Acad. Affairs-One Time Non-Instr.	Equipment	\$ 3,800
To: Inst. Effect.-One Time Non-Instr.	Comp. Software Maint/Lic	\$ 3,800

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
12. Transfer to provide for classified salaries and overtime through June 2008. (Fund 12, Resource 1190)		
From: CTE Teacher Prep Pipeline	Indirect Charges	\$ 1,066
To: CTE Teacher Prep Pipeline	Classified FT Classified Overtime	\$ 1,022 44
13. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Title V – Chaffey CC	Mileage	\$ 400
To: Title V – Chaffey CC	Supplies	\$ 400
14. Transfer to purchase a printer.		
From: Catalogues & Schedules	Catalog Printing	\$ 1,000
To: Catalogues & Schedules	Equipment Replacement	\$ 1,000
15. Transfer to reallocate the Open Campus budget.		
From: Open Campus - District	Classified Hourly	\$ 4,000
	Comp Software Maint/Lic	5,000
TV Classes – District	Other Services	22,600
To: Open Campus - District	Reference Books	\$ 1,500
.	Software	500
	Supplies	1,500
	Equipment	26,600
	Equipment Replacement	1,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
16. Transfer to reallocate the TTIP – Total Cost of Ownership grant budget. (Fund 12, Resource 1190)		
From: TTIP - TCO	Comp Software Maint/Lic	\$ 14,875
To: TTIP - TCO	Software	\$ 1,523
	Repair Parts	4,072
	Equipment	3,009
	Equipment Replacement	6,271
17. Transfer to purchase equipment for the Dental Hygiene Department at Moreno Valley and the CIS program at Norco. (Fund 12, Resource 1190)		
From: VTEA-Title-IC – various programs	Academic Salaries	\$ 20,121
	Classified Salaries	15,118
	Employee Benefits	1,000
	Supplies – various	32,148
To: VTEA-Title-I-C – various programs	Services - various	\$ 2,874
	Equipment – various	65,513
18. Transfer to purchase equipment.		
From: IS Network Systems - District	Comp Software Maint/Lic	\$ 48,000
To: IS Network Systems - District	Equipment	\$ 48,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
19. Transfer to provide for rent and other services for the Industry Driven Regional Collaborative – Logistics – Mt. SAC grant. (Fund 12, Resource 1190)		
From: IDRC – Logistics/Mt. Sac	Food	\$ 857
To: IDRC – Logistics/Mt. Sac	Rents and Leases	\$ 575
	Other Services	282
20. Transfer to purchase equipment and supplies.		
From: Student Services - District	Supplies	\$ 1,043
Student Svc-District-Non-Instr.	Equipment	1,064
To: Student Services - District	Equipment	\$ 915
	Equipment Replacement	128
Student Svc-District-Non-Insr.	Supplies	1,064
21. Transfer to purchase a laptop computer. (Fund 12, Resource 1190)		
From: CA Articulation Number System	Supplies	\$ 1,432
	Copying and Printing	440
To: CA Articulation Number System	Equipment Replacement	\$ 1,872

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
22. Transfer to reallocate the Disabled Student Program and Services budget. (Fund 12, Resource 1190)		
From: DSP & S - District	Indirect Charges	\$ 9,548
	Equipment	5,079
DSP & S – Riverside	Academic FT Non-Instr.	48,616
	Equipment	20,839
To: DSP & S - District	Classified Salaries	\$ 19,935
	Employee Benefits	123
Special Education – Riverside	Classified Salaries	58,349
DSP & S – Riverside	Classified Salaries	5,675
23. Transfer to purchase a security camera.		
From: Campus Security - District	Repairs	\$ 500
	Other Services	10
To: Campus Security - District	Equipment	\$ 510
24. Transfer to purchase a computer and security camera. (Fund 12, Resource 1050)		
From: Parking SQAMD - District	Other Services	\$ 1,652
To: Parking SQAMD - District	Equipment	\$ 500
	Equipment Replacement	1,152
25. Transfer to provide for professional services.		
From: School of the Arts - Riverside	Supplies	\$ 850
To: School of the Arts - Riverside	Professional Services	\$ 850

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
26. Transfer to reallocate the Art Department budget.		
From: Art - Riverside	Student Help - Instructional	\$ 138
	Instructional Media Material	127
	Instructional Supplies	800
Ceramics – Riverside	Student Help – Instructional	450
	Instructional Supplies	550
Art Gallery – Riverside	Academic Special Project	548
To: Ceramics - Riverside	Professional Services	\$ 1,800
	Equipment	265
Art Gallery – Riverside	Mileage	548
27. Transfer to purchase a portable PA system and wireless transmitter.		
From: Marching Band - Riverside	Instructional Supplies	\$ 835
To: Marching Band - Riverside	Equipment	\$ 835
28. Transfer to provide for the Show Choir Tour.		
From: Performing Arts & Media - Riv	Academic Special Project	\$ 3,650
To: Music - Riverside	Travel Expenses	\$ 3,650
29. Transfer to purchase furniture and speaker equipment.		
From: Academic Affairs - Riverside	Supplies	\$ 2,459
	Conferences	3,102
To: Academic Affairs - Riverside	Equipment	\$ 3,352
Auditorium	Equipment	2,209

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
30. Transfer to purchase supplies.		
From: Assoc. Dean Education Pgm - Riv	Mileage	\$ 100
To: Assoc. Dean Education Pgm - Riv	Supplies	\$ 100
31. Transfer to purchase equipment and supplies.		
From: President - Riverside	Budget Augmentation Acct.	\$ 41,229
To: President - Riverside	Supplies	\$ 3,000
	Equipment	38,229
32. Transfer to provide for a remodel of a Bradshaw Building office and to purchase musical instruments.		
From: President - Riverside	Budget Augmentation Acct.	\$ 51,775
To: Wind Ensemble - Riverside	Equipment	\$ 27,625
Student Services – Riverside	Remodel Project	14,950
	Equipment	9,200
33. Transfer to provide for copying and equipment.		
From: Honors Program - Riverside	Travel Expenses	\$ 500
	Other Services	1,700
Honors Program – Moreno Valley	Other Services	2,500
To: Honors Program - Riverside	Copying and Printing	\$ 300
	Equipment	4,000
Honors Program – Moreno Valley	Copying and Printing	400

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
34. Transfer to purchase supplies.		
From: Forensics Program	Conferences	\$ 381
To: Forensics Program	Supplies	\$ 381
35. Transfer to purchase instructional supplies.		
From: Foreign Languages - Riverside	Conferences	\$ 900
To: Other Foreign Languages - Riv	Instructional Supplies	\$ 900
36. Transfer to provide for theatre supplies.		
From: Auditorium - Riverside	Other Services	\$ 4,504
To: Auditorium - Riverside	Theatre Supplies	\$ 4,504
37. Transfer to reallocate the Performance Riverside budget. (Fund 11, Resource 1090)		
From: Performance Riverside	Classified Overtime	\$ 4,092
	Copying and Printing	4,800
	Theatre Supplies	649
	Supplies	589
To: Performance Riverside	Professional Services	\$ 2,649
	Scenic Rentals	2,600
	Other Services	4,881

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
38. Transfer to purchase instructional supplies.		
From: Cosmetology and Barbering	Towel Service	\$ 2,790
To: Cosmetology and Barbering	Instructional Supplies	\$ 2,790
39. Transfer to purchase a computer.		
From: Registered Nursing - Riverside	Instructional Supplies	\$ 2,057
	Copying and Printing	1,200
To: Registered Nursing - Riverside	Equipment	\$ 3,257
40. Transfer to upgrade computer server equipment. (Fund 12, Resource 1190)		
From: Nursing Educ. Practice and Ret.	Supplies	\$ 1,700
	Conferences	2,061
To: Nursing Educ. Practice and Ret.	Equipment Replacement	\$ 3,761
41. Transfer to provide for office supplies and testing materials.		
From: Student Services – Riverside	Classified Hourly	\$ 2,300
To: Student Services - Riverside	Supplies	\$ 300
Transfer Center - Riverside	Tests	2,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
42. Transfer to provide for conferences.		
From: Admissions and Records - Riv	Copying and Printing	\$ 2,200
To: Admissions and Records - District	Conferences	\$ 2,200
43. Transfer to provide for equipment.		
From: Intercollegiate Athletics – Riv	Instructional Supplies	\$ 1,000
To: Intercollegiate Athletics – Riv	Equipment	\$ 1,000
44. Transfer to purchase computers.		
From: Salary Savings – Norco	Academic FT Administrator	\$ 3,496
	Classified FT	56,453
To: Engineering General	Equipment Replacement	\$ 59,949
45. Transfer to provide for plumbing repairs.		
From: Norco Soccer Field Sod Project	Remodel Project	\$ 8,700
To: Norco Site Improvements	Repairs	\$ 8,700
46. Transfer to purchase banners and directional signs.		
From: President – Norco	Budget Augmentation Acct	\$ 14,689
To: Grounds Maint. & Repairs – Norco	Supplies	\$ 14,689

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
47. Transfer to purchase supplies and equipment.		
From: President-Norco-One Time Non-Instr.	Equipment	\$ 37,138
To: Voice Comm. Svcs-Non Instr	Supplies	\$ 829
Grounds Maint. & Rep – Non Instr.	Equipment	36,309
48. Transfer to purchase office and instructional supplies.		
From: Dean of Instruction – Norco	Classified Hourly Conferences	\$ 6,500 3,000
To: Dean of Instruction – Norco	Instructional Supplies Supplies	\$ 9,000 500
49. Transfer to provide for memberships.		
From: Journalism – Norco	Copying and Printing	\$ 175
To: Journalism – Norco	Membership	\$ 175
50. Transfer to provide for additional hourly instructional aides.		
From: English – Norco	Software Comp Software Maint/Lic.	\$ 1,850 3,820
To: English – Norco	Instructional Aides, Hourly	\$ 5,670

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
51. Transfer to provide for travel expenses and storage container rental.		
From: Music – Norco	Student Help – Instructional	\$ 1,000
	Instructional Supplies	690
To: Music – Norco	Travel Expenses	\$ 1,000
	Rents and Leases	690
52. Transfer to purchase software and instructional supplies.		
From: Spanish – Norco	Other Services	\$ 1,653
To: Spanish – Norco	Instructional Supplies	\$ 1,277
	Software	376
53. Transfer to purchase instructional supplies and software upgrades.		
From: Engineering – Norco	Instructional Aides, Hourly	\$ 2,893
	Equipment Replacement	1,097
To: Business & Commerce - Norco	Instructional Supplies	\$ 425
Computer Info Systems – Norco	Comp Software Maint/Lic.	350
Engineering – Norco	Instructional Supplies	2,118
	Supplies	1,097

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
54. Transfer to provide food and meals. (Fund 33, Resource 3300)		
From: Child Development Ctr – Norco	Mileage	\$ 25
	Conferences	400
	Other Services	2,000
To: Child Development Ctr – Norco	Food	\$ 1,261
	Subsidized Meals	1,164
55. Transfer to provide for cellular telephone service.		
From: Admissions and Records – Norco	Supplies	\$ 85
To: Admissions and Records – Norco	Cellular Telephone	\$ 85
56. Transfer to purchase supplies.		
From: Campus Student Services – Norco	Mileage	\$ 500
	Conferences	500
To: Campus Student Services – Norco	Supplies	\$ 1,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
57. Transfer to reallocate the Student Support Services Grant – TRIO budget. (Fund 12, Resource 1190)		
From: TRIO – Norco	Classified Salaries	\$ 9,750
	Employee Benefits	6,128
	Supplies	2,626
	Equipment	700
To: TRIO – Norco	Mileage	\$ 100
	Travel Expenses	8,693
	Conferences	310
	Transportation	2,101
	Student Scholarships	8,000
58. Transfer to provide for mileage.		
From: Community Outreach – Norco	Supplies	\$ 180
To: Community Outreach – Norco	Mileage	\$ 180
59. Transfer to provide for supplies and hourly workers.		
From: Campus Admin. Svcs – Mo Val	Budget Augmentation Acct.	\$ 48,000
To: Campus Admin. Svcs – Mo Val	Supplies	\$ 8,000
Academic Affairs – Mo Val	Classified Hourly	20,000
	Instructional Supplies	7,000
President – Mo Val	Classified Hourly	5,000
	Supplies	8,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
60. Transfer to provide for commencement location site improvements.		
From: Grounds, Maint. & Repairs – Mo Val	Other Services	\$ 11,843
To: Grounds, Maint. & Repairs – Mo Val	Construction Contract	\$ 11,843
61. Transfer to provide for graduation supplies.		
From: Physicians Assistant – Mo Val	Conferences	\$ 1,391
To: Physicians Assistant – Mo Val	Commencement	\$ 1,391
62. Transfer to purchase instructional supplies.		
From: Dental Assistant – Mo Val	Memberships	\$ 200
	Liability Insurance	80
Dental Hygienist – Mo Val	Other Services	2,000
To: Dental Assistant – Mo Val	Instructional Supplies	\$ 280
Dental Hygienist – Mo Val	Instructional Supplies	2,000
63. Transfer to provide for mileage.		
From: Dean of Health Sciences – Mo Val	Reference Books	\$ 300
	Copying and Printing	500
To: Dean of Health Sciences – Mo Val	Mileage	\$ 800

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
64. Transfer to reallocate the Title V – Moreno Valley Campus grant budget. (Fund 12, Resource 1190)		
From: Title V – Moreno Valley	Classified FT Admin.	\$ 6,000
	Classified FT	500
	Classified Hourly	5,000
	Classified Special Project	2,000
	Copying and Printing	683
	Supplies	3,334
	Transportation	2,452
To: Title V – Moreno Valley	Academic PT Non-Instr.	\$ 11,969
	Equipment	8,000
65. Transfer to provide for media equipment.		
From: AV Labs and Services – Mo Val	Instructional Media Material	\$ 2,095
	Supplies	3,003
To: AV Labs and Services – Mo Val	Equipment	\$ 5,098
66. Transfer to reallocate the Science Department budgets.		
From: Biology Dept – Mo Val	Repairs	\$ 500
To: Chemistry Dept – Mo Val	Instructional Supplies	\$ 325
Microbiology Dept – Mo Val	Equipment	175

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
67. Transfer to provide for software upgrades and licenses.		
From: Business and Commerce – Mo Val	Instructional Supplies	\$ 147
Accounting – Mo Val	Instructional Supplies	97
Information Technology – Mo Val	Instructional Supplies	1,784
	Software	5,336
To: Information Technology – Mo Val	Comp Software Maint/Lic	\$ 7,364
68. Transfer to purchase computers.		
From: Library – Mo Valley	Reference Books	\$ 7,233
To: Library – Mo Valley	Equipment	\$ 7,233
69. Transfer to purchase promotional supplies and equipment. (Fund 12, Resource 1070)		
From: Student Health Fund – Mo Val	Student Help – Non Instr.	\$ 3,200
To: Student Health Fund – Mo Val	Supplies	\$ 1,200
	Equipment	2,000
70. Transfer to purchase instructional supplies and software upgrades. (Fund 12, Resource 1190)		
From: Campus Admin-Instr. Equip.-MV	Equipment	\$ 21,012
To: English – Instr. Equip. – MV	Instructional Supplies	\$ 11,178
Art – Instr. Equip. – MV	Instructional Supplies	3,635
Dean of Instr. – Instr. Equip. – MV	Instructional Supplies	3,578
Info. Tech. – Instr. Equip. – MV	Comp. Software Maint/Lic	2,621

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 20, 2008

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
71. Transfer to reallocate the Matriculation grant budget. (Fund 12, Resource 1190)			
From:	Matriculation – District	Classified Special Project	\$ 592
		Employee Benefits	618
		Consultants	3,000
		Mileage	2,000
		Telephone	2,000
		Matriculation – Riverside	Conferences
To:	Matriculation – District	Academic FT Administrator	\$ 617
		Tests	6,065
		Equipment Replacement	2,794

Recommended Action: It is recommended that the Board of Trustees approve the budget transfers as presented. It is further recommended that the Board of Trustees authorize making the necessary balancing transfers among the various accounts and funds of the district.

James L. Buysse
Interim Chancellor

Prepared by: Patricia A. Braymer
Interim Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-1

Date: May 20, 2008

Subject: Resolution to Amend Budget – Resolution No. 43-07/08
2007-2008 UCR TQE Subcontract/Copernicus Project

Background: Riverside Community College District will receive additional funding in the amount of \$15,425 as a result of Amendment No. 05 to the agreement between the District and the Regents of the University of California, Riverside. The funds will be used to provide a summer science camp component for 40 high school students in the Teacher Preparation program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$15,425 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Ola M. Jackson
Associate Dean, Teacher Preparation and Education Programs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 43-07/08

2007-2008 UCR TQE Subcontract/Copernicus Project

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$15,425 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 May 20, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-2

Date: May 20, 2008

Subject: Resolution to Amend Budget – Resolution No. 44-07/08
2007-2008 Basic Skills/ESL Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 Basic Skills/ESL Program in the amount of \$124,837 from the California Community College Chancellor's Office. The funds will be used to provide program and curriculum planning and development, supplemental instruction and tutoring, research, and professional development.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$124,837 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 44-07/08

2007-2008 Basic Skills/ESL Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$124,837 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 May 20, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 44-07/08

2007-2008 Basic Skills/ESL Program

Year	County	District	Date	Fund
08	33	07	5/20/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0022	8659	124,837 00	REVENUE
								EXPENDITURES
12	DJA	1190	0	6010	2022	1333	20,705 00	Acad PT Teaching Spring
12	DJA	1190	0	6010	2022	2139	29,180 00	Classified PT Hrly As Needed
12	DJA	1190	0	6010	2022	3130	2,228 00	Employee Benefits
12	DJA	1190	0	6010	2022	3325	423 00	
12	DJA	1190	0	6010	2022	3335	392 00	
12	DJA	1190	0	6010	2022	3520	15 00	
12	DJA	1190	0	6010	2022	3530	14 00	
12	DJA	1190	0	6010	2022	3620	382 00	
12	DJA	1190	0	6010	2022	3630	354 00	↓
12	DJA	1190	0	6010	2022	6481	10,000 00	Equip Additional \$200-\$4999
12	FZC	1190	0	6301	0022	1439	15,400 00	Acad PT Non-Instructional
12	FZC	1190	0	6301	0022	3130	1,536 00	Employee Benefits
12	FZC	1190	0	6301	0022	3335	270 00	↓
12	FZC	1190	0	6301	0022	3530	10 00	
12	FZC	1190	0	6301	0022	3630	244 00	↓
12	FQE	1190	0	1701	0022	2230	5,028 00	Instructional Aides Hrly
12	FQE	1190	0	1701	0022	3315	73 00	Employee Benefits
12	FQE	1190	0	1701	0022	3510	3 00	↓
12	FQE	1190	0	1701	0022	3610	66 00	↓
12	FNC	1190	0	1501	0022	2230	5,028 00	Instructional Aides Hrly
12	FNC	1190	0	1501	0022	3315	73 00	Employee Benefits
12	FNC	1190	0	1501	0022	3510	3 00	↓
12	FNC	1190	0	1501	0022	3610	66 00	↓
							124,837 00	SUB TOTAL PG 2 INCOME
							91,493 00	SUB TOTAL PG 2 EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: May 20, 2008

Subject: Resolution to Amend Budget – Resolution No. 45-07/08
2007-2008 Child Development Training Consortium Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 Child Development Training Consortium Program in the amount of \$11,250 from Yosemite Community College District, funded by the California Department of Education, Child Development Division. The funds will be used to provide tuition reimbursement to eligible community college students.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$11,250 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Debbie Whitaker
Associate Dean, Early Childhood Education

Shari Yates
Assistant Professor, Early Childhood Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 45-07/08

2007-2008 Child Development Training Consortium Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$11,250 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 May 20, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: May 20, 2008

Subject: Resolution to Amend Budget – Resolution No. 46-07/08
Career Technical Education Fiscal Agent for California Community
College’s Chancellor’s Office/California Department of Education MOU

Background: With the Board of Trustees approval of Board Report No. V-A-6-c presented in this agenda, the Riverside Community College District will enter into a Memorandum of Understanding with the California Community Colleges Chancellor’s Office (CCCCO) and the California Department of Education (CDE). The District will serve as the fiscal agent for the Governor’s Career Technical Education (CTE) Initiative (SB 70). The District will disburse a total of \$6,916,000 to Local Education Agencies (LEAs) from May 2008 through December 2009 in accordance with disbursing authorizations prepared by the CDE in coordination with the CCCCCO. The District will receive an administrative fee of \$201,437 over the term of the agreement for serving as fiscal agent.

Recommended Action: Contingent upon the Board of Trustees’ approval of Board Report No. V-A-6-c, presented in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$6,916,000 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse
Interim Chancellor

Prepared by: Patricia A. Braymer
Interim Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 46-07/08

Career Technical Education Fiscal Agent for California Community
College's Chancellor's Office/California Department of Education MOU

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$6,916,000 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 May 20, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-5

Date: May 20, 2008

Subject: Resolution to Amend Budget – Resolution No. 47-07/08
2007-2008 Riverside County Emancipation Services Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 Riverside County Emancipation Services Program in the amount of \$5,000 from the Riverside County Office of Education. The funds will be used to help support the upcoming Foster Youth Successes Conference.

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

James L. Buysse
Interim Chancellor

Prepared by: Shelagh Camak
Executive Dean, Workforce Development and Student Support Programs

Michael Wright
Director, Workforce Preparation Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 47-07/08

2007-2008 Riverside County Emancipation Services Program

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

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 20, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-c

Date: May 20, 2008

Subject: Riverside City Campus Food Service Remodel Project Budget

Background: On November 21, 2006 the Board approved projects to remodel food services facilities at the Riverside and Moreno Valley Campuses. The request for approval included an estimate for project planning, design, and construction for the Riverside Campus Project.

Plans for the project have been completed and during the planning process it was discovered that additional work was going to be required beyond the work that was originally identified in the 2006 project estimate.

The additional work includes County of Riverside Health Department requirements for installation of a grease trap system, additional sinks/plumbing, upgrades to the HVAC system, electrical upgrades for new equipment and additional food services equipment.

Staff is now requesting the Board to approve the final budget for the Riverside City Campus Food Service Remodel Project in the amount of \$1,045,268, and the authorization to use Measure C funds.

Recommended Action: It is recommended that the Board of Trustees approve the revised project budget for the Riverside City Campus Food Service Remodel Project in the amount of \$1,045,268, and authorize the use of Measure C funds.

James L. Buysse
Interim Chancellor

Prepared by: Dr. Linda Lacy
President
Riverside City College

Rick Hernandez
Director Capital Planning
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 20, 2008

Subject: Bid Award – Classic Coach Bus for Associated Students of Riverside Community College District (ASRCCD)

Background: In 2006, after considerable dialogue about the increasing costs of transportation, the Associated Students of Riverside Community College District (ASRCCD) approved the purchase of a District bus. Because the process was not completed in the 2006-2007 school year, the new student leadership again approved the purchase of this bus on November 16, 2007. In this new action, ASRCCD Senate authorized the purchase of a bus using ASRCCD trust funds at an estimated cost of \$150,000.

On October 26, 2007, the District received 3 bids for a 38 passenger Classic Coach Bus. These bids were rejected and the bid specifications were revised so that they would meet District needs within an acceptable price range. The District rewrote the specifications and solicited bids from three vendors in March 2008. On April 7, 2008, the District received (1) bid for a Classic Coach Bus for the Associated Students of Riverside Community College in response to an Invitation for Bid solicitation. The results were as follows:

<u>Vendor</u>	<u>Passengers</u>	<u>Total Bid</u>	<u>Business Location</u>
A-Z Bus Sales	35	\$167,011	Colton, CA
BUSWEST	N/A	No bid	Carson, CA
Davey Coach	N/A	No bid	Sheridan, CO

Purchasing staff has confirmed with the vendor that there are no “38” passenger busses available in the desired price range. Staff recommends accepting the bid as substantially compliant with the bid specifications for the 35 passenger, Classic Coach, 2008 Ameritrans M2 Tour Bus from A-Z Bus Sales for the total amount of \$167,011, including sales tax. References for A-Z Bus Sales were checked by the Purchasing staff and were found to be satisfactory.

The Total Bid amount is \$17,011 over the estimated amount that ASRCCD approved in November 2007. On May 9, 2008, the ASRCCD Senate authorized the new cost total of \$167,011. The Classic Coach bus purchase will be funded from the ASRCCD Trust Account.

The Classic Coach Bus will be housed at the Riverside City Campus. Two vans from the existing fleet will be dedicated to Student Activities on the Moreno Valley and Norco campuses. Scheduling of the Classic Coach bus will occur on an annual basis. A district wide planning group is developing a plan for bus storage, insurance coverage, emergency procedures, and a projected operating budget for maintenance and repairs, washing and cleaning, and operator contracting.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 20, 2008

Subject: Bid Award – Classic Coach Bus for Associated Students of Riverside
Community College District (ASRCCD) (continued)

Recommended Action: It is recommended that the Board of Trustees award a bid for a Classic Coach Bus to A-Z Bus Sales in the total amount of \$167,011 and authorize the Interim Vice Chancellor, Administration and Finance to sign the associated agreement.

James L. Buysse
Interim Chancellor

Prepared by: Debbie DiThomas
Interim Vice Chancellor,
Student Services & Operations

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: May 20, 2008

Subject: Bid Award/Bid Rejection – Riverside City Campus Food Services Remodel Project

Background: On May 1, 2008, the District received eight (8) bids for the Riverside City Campus Food Services Remodel Project in response to an Invitation for Bid solicitation. The results were as follows:

<u>Company Name</u>	<u>Total Bid</u>	<u>Business Location</u>
Dilorenzo Bros., Inc.	\$396,520	Banning
Hinkley and Associates	\$424,000	Highland
Solex Contracting	\$449,882	Temecula
Dalke & Sons	\$462,450	Riverside
Morrissey Construction	\$498,200	Riverside
CA Construction	\$528,000	Riverside
JM Builders	\$540,000	Redlands
Delt Builders	\$612,000	Rancho Cucamonga

After the bid opening, Hinkley and Associates filed a protest against Dilorenzo Bros., Inc. as the apparent low bidder. District Facilities and Purchasing staffs met with Dilorenzo Bros., Inc. to address each bid protest point. Staff determined that the bid was not responsive to the bid specifications and failed to meet the requirements of the Public Contract Code. Staff recommends awarding the bid to Hinkley and Associates for the total bid amount of \$424,000. References for Hinkley and Associates were checked by Purchasing staff and were found to be satisfactory. Contingent upon the Board of Trustees approval of Board Report V-A-3-c presented in this agenda, this project will be funded from the Measure C budget.

Recommended Action: It is recommended that the Board of Trustees reject the bid from Dilorenzo Bros., Inc. and award the bid to Hinkley and Associates in the amount of \$424,000 for the Riverside City Campus Food Services Remodel Project, and authorize the Interim Vice Chancellor, Administration and Finance to sign the associated agreement.

James L. Buysse
Interim Chancellor

Prepared by: Dr. C. Michael Webster
Riverside Community College District Planning Consultant
Facilities Planning, Design and Construction

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: May 20, 2008

Subject: Bid Rejection – Norco Soccer Field Project – Norco Campus

Background: On March 26, 2008, the District received five (5) bids for the Norco Soccer Field Project – Norco Campus, in response to an Invitation to Bid solicitation. Two bid protests were received after the bid openings.

The *Resolution of Bid Controversy* provision contained in the bid specifications document requires that the District investigate and analyze the protests. Following review, District staff recommends rejecting all bids for the Norco Soccer Field Project – Norco Campus, revising the bid specifications and re-bidding the project.

Recommended Action: It is recommended that the Board of Trustees reject all bids for the Norco Soccer Field Project – Norco Campus, revise the bid specifications, and re-bid the project.

James L. Buysse
Interim Chancellor

Prepared by: Dr. C. Michael Webster
Riverside Community College District Planning Consultant
Facilities Planning, Design and Construction

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 20, 2008

Subject: Out-of-State Travel

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

Revisions:

- 1) At the meeting of January 29, 2008, the Board approved out-of-state travel for Ms. Sandra Baker, district dean, school of nursing, Riverside City College, to travel to Washington, DC, February 24-27, 2008, to attend the Health Resources and Services Administration, Bureau of Health Professions Conference. Estimated cost: \$940.20. Funding source: Health Resource and Administration funds. The cost of travel changed to \$1,400.49.
- 2) At the meeting of February 26, 2008, the Board approved out-of-state travel for Ms. Janet Green, Member, Board of Trustees, to travel to Boston, Massachusetts, April 13-15, 2008, to attend the Association of Governing Boards 2008 National Conference on Trusteeship. Estimated cost: \$2,516.40. Funding source: the general fund. The dates of travel changed to April 12-15, 2008, and the cost of travel changed to \$3,063.33.
- 3) At the meeting of March 18, 2008, the Board approved out-of-state travel for Mr. Hank Rogers, director, Center for Applied Competitive Technologies, to travel to Washington, DC, April 27-30, 2008, to attend grant development meetings with various funding agencies. Estimated cost: \$1,640.24. Funding source: the general fund. The cost of travel changed to \$2,028.69.

Current:

Moreno Valley Campus:

- 1) Ms. Gail Byrne, student services specialist, admissions and records, to travel to Portland, Oregon, July 19-24, 2008, to attend the 13th Annual Western Association of Veteran Education Specialists Conference. Estimated cost: \$1,285.09. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 20, 2008

Subject: Out-of-State Travel

Norco Campus:

- 1) Mr. Mark DeAsis, student services supervisor, admissions and records, to travel to Portland, Oregon, July 20-24, 2008, to attend the Western Association of Veteran Education Specialist Conference – Veteran Services. Estimated cost: \$1,476.65. Funding source: the general fund.

Riverside City College:

- 1) Ms. Kimberly Anderson, nursing instructor, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp for Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,489.20. Funding sources: \$200.00 from the general fund, \$500.00 from Capacity Building grant funds, and \$789.20 to be paid by the employee.
- 2) Ms. Sandra Baker, district dean, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp for Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,813.73. Funding sources: \$1,313.73 from the general fund, and \$500.00 from Capacity Building grant funds.
- 3) Ms. Nini Dyogi, nursing instructor, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp for Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,489.20. Funding sources: \$200.00 from the general fund, \$500.00 from Capacity Building grant funds, and \$789.20 to be paid by the employee.
- 4) Ms. Elizabeth D. Gomez, occupational education specialist, career and technical education, to travel to Columbus, Ohio, June 16-20, 2008, to attend the Develop a Curriulum Training Institute. Estimated cost: \$3,550.00. Funding sources: Teacher Preparation funds.
- 5) Ms. Lisa Howard, associate district dean, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp for Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,813.73. Funding sources: \$1,313.73 from the general fund, and \$500.00 from Capacity Building grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 20, 2008

Subject: Out-of-State Travel

- 6) Ms. Denise Indermuehle, nursing instructor, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp for Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,489.20. Funding sources: \$200.00 from the general fund, \$500.00 from Capacity Building grant funds, and \$789.20 to be paid by the employee.
- 7) Ms. Anita Kinser, associate professor, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp for Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,489.20. Funding sources: \$200.00 from the general fund, \$500.00 from Capacity Building grant funds, and \$789.20 to be paid by the employee.
- 8) Ms. Kimberly Reimer, nursing instructor, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp For Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,489.20. Funding sources: \$200.00 from the general fund, \$500.00 from Capacity Building grant funds, and \$789.20 to be paid by the employee.
- 9) Dr. Clarence Romero, associate professor, psychology, to travel to Grand Canyon National Park, Arizona, to accompany 25 students participating in a leadership training exercise. Estimated cost: \$2,000.00. Funding source: all funds to be paid student participants.
- 10) Ms. Sylvia Stone, nursing instructor, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp for Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,489.20. Funding sources: \$200.00 from the general fund, \$500.00 from Capacity Building grant funds, and \$789.20 to be paid by the employee.
- 11) Ms. Annmarie Valadez, nursing instructor, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp for Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,489.20. Funding sources: \$200.00 from the general fund, \$500.00 from Capacity Building grant funds, and \$789.20 to be paid by the employee.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 20, 2008

Subject: Out-of-State Travel

- 12) Ms. Amy Vermillion, nursing instructor, school of nursing, to travel to Albuquerque, New Mexico, July 23-28, 2008, to attend Boot Camp For Nurse Educators: An International Conference for Evidence-Based Nursing Education. Estimated cost: \$1,489.20. Funding sources: \$200.00 from the general fund, \$500.00 from Capacity Building grant funds, and \$789.20 to be paid by the employee.
- 13) Ms. Eugenia Vincent, dean, student financial services, to travel to Orlando, Florida, July 6-9, 2008, to attend the National Association of Student Financial Aid Administrators Conference. Estimated cost: \$2,488.15. Funding source: the Student Financial Aid Administration Augmentation Grant fund.

Riverside Community College District:

- 1) Mr. Darren Dong, director, communications and web development, to travel to Gettysburg, Pennsylvania, June 3-6, 2008, to attend the Portal 2008 Conference. Estimated cost: \$1,634.16. Funding source: the general fund.
- 2) Ms. Reyna Philp, accounting services manager, auxiliary business services, to travel to Fairfax, Virginia, October 6-7, 2008, to attend Datatel – General Ledger Training. Estimated cost: \$1,623.38. Funding source: the general fund.

James L. Buysse
Interim Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: May 20, 2008

Subject: Contracts and Agreements Report Less than \$72,400 – All District Funds

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$72,400. The attached listing of contracts and agreements under \$72,400, requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate category of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2007-2008. The contracts and agreements have been executed pursuant to the boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$184,162.

James L. Buysse
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Contracts and Agreements Report-All District Funds
 \$72,400 and under
 4/1/08 thru 4/30/08

Department	Vendor	Business Location	Description of Services	Amount
Performance Riverside	Amendment Tickets.com	Costa Mesa, CA	Ticketing Software, Training	\$ 3,495
Community Ed & Senior Citizen Ed	American Welding Society	Murrieta, CA	Presenter	2,250
Customized Solutions	Andersen Consulting Group	Corona, CA	Training	200
Information Services	AT&T Telco	Sacramento, Ca	Telephone Landline Services	No Cost
VTEA	Baldy View R.O.P.	Rancho Cucamonga, CA	Work Plan Activities	90
Workforce Prep	Bracey, Kevin	Elk Grove, CA	Keynote Speaker	2,500
Community Ed & Senior Citizen Ed	BVI	San Bernardino, CA	Presenter	500
TRIO Norco	California Baptist University	Riverside, CA	Catering Upward Bound Senior	4,312
Performance Riverside	California Theatre Center	Sunnyvale, CA	Production Rights	15,500
Human Resources	City of Moreno Valley	Moreno Valley, CA	Facilities Usage	275
Social & Behavioral Sciences - NOR	Corona - Norco Unified School Dist.	Norco, CA	Classroom Usage	1,618
VTEA	County of San Bernardino	Norco, CA	Compile Labor Market Data	12,500
Facilities - NOR	Department of General Services	San Bernardino, CA	Norco Soccer Field	25,659
Community Ed & Senior Citizen Ed	Drew & Associates	San Diego, CA	Presenter	500
Community Ed & Senior Citizen Ed	Elliott, Michelle	Riverside, CA	Presenter	300
Campus Student Services - NOR	Family Involvement Training	Adelanto, CA	Professional Services	6,000
VTEA	Halfoffwebdesign.Com	Riverside, CA	Web Design Services	560
Customized Solutions	Jahelka, Tamara	Idyllwild, CA	Training	800
Career & Technical Education	Jurupa Unified School District	Riverside, CA	Facilities Usage	No Cost
TRIO Norco	Manire Management, Inc.	Long Beach, CA	Team Building Event	5,346
Early Childhood Studies	Mobile Modular Management Corp	Mira Loma, CA	Modular Lease	1,401
Performing Arts	MTI	New York, NY	"How to Succeed at Business"	1,397
Customized Solutions	Ortman, Carolyn	Riverside, CA	Training	800
Health Services	Pharmedix	Union City, CA	Prescription Medications	5,000
Public Affairs	Press Enterprise	Riverside, CA	Advertising Agreement	No Cost
VTEA	Riverside Marriott	Riverside, CA	Meeting Room	3,860
Workforce Prep	Riverside Marriott	Riverside, CA	Facilities Usage	9,093
Performance Riverside	Rodgers & Hammerstein	New York, NY	License Royalty	16,900
Admission & Records - MV	Royal Restrooms of Inland Empire LLC	Glendora, CA	Restroom Rental	1,350
Middle College High School	Sharp Electronics Corp.	Mahwah, NJ	Copier	8,485
Community Ed & Senior Citizen Ed	Shepherd, Kim	Moreno Valley, CA	Presenter	2,500
VTEA	Speedway Illustrated	Rockport, ME	Advertising	2,500
Life Science	Steris Corp	Erie, PA	Autoclave Maintenance	4,630
Allied Health	Talking on Purpose, Inc	Beverly Hills, CA	Lecturers	5,250
Performance Riverside	Tears of Joy Theatre	Vancouver, WA	Theatre Production	5,250
Community & Economic Development	Umanageit & Associates	Riverside, CA	Training	3,000
Campus Student Services - NOR	University of Southern California	Los Angeles, CA	Meals - Summer Resident Program	5,120
Campus Police - MV	ADT Security	Riverside, CA	Alarm Repairs	1,200
			Additions to Approved/Ratify Purchase Orders of \$72,400 and under	

Contracts and Agreements Report-All District Funds

\$72,400 and under
4/1/08 thru 4/30/08

Department	Vendor	Business Location	Description of Services	Amount
Customized Solutions	Global Learning Partners, Inc.	Corona, CA	Training	500
Community Ed & Senior Citizen Ed	Hollywood Film Institute	Santa Monica, CA	Presenter	1,017
ECS	Leader Services	Hazleton, PA	Amend Fee Schedule Medicaid Admin	6,020
Community Ed & Senior Citizen Ed	Marshall Reddick Seminars	Irvine, CA	Presenter	1,060
Workforce Prep	RCOE	Riverside, CA	MOU Amendment	No Cost
Teacher Prep	UCR	Riverside, CA	Grant Amendment	15,425
			Total	\$ 184,162

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-6-b

Date: May 20, 2008

Subject: March Joint Powers Authority Commercial Lease Agreement

Background: Attached for the Board's approval is a new lease agreement with the March Joint Powers Authority (MJPA) for the March Education Center. The current lease expires on May 31, 2008. The District has negotiated what we consider to be a fair and equitable lease which is for two years, from June 1, 2008 through May 31, 2010, with an option to renew for a third year. The District currently pays a monthly lease rate of \$4,937.83. The monthly lease amounts for the new lease will be: Year one - \$6,583.80; Year Two - \$8,229.75; and, Optional third year - \$9,875.70. The March Joint Powers Commission approved the lease at their regularly scheduled meeting of April 16, 2008.

The programs housed in the March Education Center are a component of the District's Nursing and Economic Development (Corporate and Business Development, Center for International Trade Development; Procurement Assistance Center, and the TriTECH Small Business Development Center) Programs.

Recommended Action: It is recommended that the Board of Trustees approve the March Joint Powers Commercial Lease Agreement, from June 1, 2008 through May 31, 2010, with an optional third year, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the Lease.

James L. Buysse
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

MARCH JOINT POWERS AUTHORITY COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Agreement”) is made by and between the March Joint Powers Authority, a California public agency (“Lessor”), and Riverside Community College District (“Lessee”). Lessor and Lessee are sometimes referred to in this Agreement, individually, as a “Party” and, collectively, as “Parties.”

ARTICLE I EFFECTIVE DATE; PROPERTY; TERM; EXTENSIONS; MONTHLY RENT

1.1 Effective Date. This Agreement is dated _____ for reference purposes only. This Agreement shall not become effective until the first date on which all of the following are true (“Effective Date”): (i) this Agreement is approved and executed by the authorized representatives of Lessee and delivered to Lessor; and (ii) this Agreement is executed by the authorized representative of Lessor and delivered to Lessee.

1.2 Property. Lessor owns certain real property located at 14745 Riverside Drive, of the former March Air Force Base in the City of Riverside, County of Riverside, State of California (“Property”). The Property is depicted in Exhibit A attached to this Agreement and incorporated into this Agreement by reference. Lessor desires to lease the Property to Lessee, and Lessee desires to lease the Property from Lessor pursuant to the terms and conditions of this Agreement.

1.3 Term. The term of this Agreement shall commence on June 1, 2008 (“Commencement Date”) and shall continue for a period of two (2) years (“Term”) expiring on May 31, 2010, (“Expiration Date”). The term may be extended pursuant to Section 1.4 of this Agreement.

1.4 Option to Extend. Lessee may extend the Term for a period of not more than one (1) year, upon mutual agreement of the parties, after the Expiration Date by written notice of its desire to do so given to Lessor at least six (6) months prior to the Expiration Date. The terms and conditions of this Agreement applicable prior to the Expiration Date shall govern the extended term; however, Lessee shall have no further right to extend the Term and the monthly rent shall be the fair market rent for the Property on the Expiration Date. If Lessor and Lessee are unable to agree upon the fair market rent prior to the Expiration Date, the issue shall be submitted to arbitration according to Section 12.6. In that event, Lessee shall continue to pay monthly rent according to the Agreement until the arbitration decision is rendered; at that time Lessor and Lessee shall make appropriate adjustments as of the Expiration Date. Lessee shall not have any rights under this Section 1.4 if either (i) Lessee is in default of this Agreement on the Expiration Date or on the date on which the Lessee gives its notice to extend the Term, or (ii) Lessee exercises its rights less than twelve (12) months before the Expiration Date.

ARTICLE II CONDITION OF PROPERTY; DELIVERY OF PROPERTY; LESSOR ACCESS

2.1 Condition of Property. Lessee has examined the Property and agrees to take possession of the Property in an “as is” condition. Lessee acknowledges and agrees that Lessor has made absolutely no representations, guarantees or warranties regarding the Property, nor has Lessor made representations, guarantees or warranties regarding whether the Property and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the Commencement Date.

2.2 Delivery of Property. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Property to Lessee by the Commencement Date of this Agreement, as specified in Section 1.3. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Agreement. Lessee shall not, however, be obligated to pay rent or perform its other obligations until it receives possession of the Property. If possession is not delivered within thirty (30) calendar days after the Commencement Date, Lessee may, by notice in writing after the end of such thirty (30) calendar day period, cancel this Agreement and the Parties shall be discharged from all obligations hereunder.

2.3 Lessor Access. Lessor may enter the Property at reasonable hours to: (i) inspect the Property; (ii) exhibit the Property to prospective purchasers, lenders, insurer or Lessees; (iii) determine whether Lessee is complying with all its obligations hereunder; (iii) take possession due to any breach of this Agreement in the manner provided herein; (iv) perform any covenants of Lessee which Lessee fails to perform; and (v) repair, alter or improve the Property or any portion of the Property, and may for such purposes erect, use and maintain scaffolding, pipes, conduits and other structures in and through the Property where reasonably required by the nature of the work to be performed; provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference with the operation of Lessee's business as reasonably possible. There shall be no abatement of any Rent by reason of Lessor's entry of the Property pursuant to this Section 2.3 and Lessee hereby waives any claim for damages, including but not limited to interference with business, lost profits, and any other incidental or consequential damages of any sort whatsoever, for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Property or any other loss occasioned by such entry. Lessor shall at all times have and retain a key with which to unlock all of the doors in, or about the Property (excluding Lessee's vaults, safes and similar areas designated in writing by Lessee in advance); and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Property, and any entry to the Property obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or detainer of the Property or an eviction, actual or constructive, of Lessee from the Property, or any portion thereof. Lessor, if applicable, shall also be given any alarm security codes that may be needed to enter the building. No provision of this Agreement shall be construed as obligating Lessor to perform any repairs, alterations or improvements except as otherwise expressly agreed to be performed by Lessor in this Agreement.

ARTICLE III PAYMENT OF MONTHLY RENT; LATE CHARGES

3.1 Monthly Rent. Commencing on June 1, 2008, and through May 31, 2009, Lessee shall pay to Lessor a monthly rent of Six Thousand Five Hundred Eighty-Three Dollars and Eighty Cents (\$6,583.80). Commencing on June 1, 2009, and through May 31, 2010, Lessee shall pay to Lessor a monthly rent of Eight Thousand Two Hundred Twenty-Nine Dollars and Seventy-Five Cents (\$8,229.75). Should the parties agree to a one year extension of the lease upon expiration of the initial two-year term, then commencing on June 1, 2010, and through May 31, 2011, Lessee shall pay to Lessor a monthly rent of Nine Thousand Eight Hundred Seventy-Five Dollars and Seventy Cents (\$9,875.70).

3.2 Payment of Monthly Rent. Monthly rent shall be paid in advance on or before the fifth (5th) calendar day of each month during the Term. If the Term ends on a calendar day other than that last calendar day of a calendar month, then monthly rent will be appropriately prorated by Lessor based on the actual number of calendar days in such month. Monthly rent shall be paid to Lessor without written notice or demand, and without offset, in lawful money of the United States of America at Lessor's address, or to such other address as Lessor may from time to time designate in writing.

3.3 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of any

sum due under this Agreement will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any monthly rent payment, or any other sum due from Lessee to Lessor is not received by the Lessor within ten (10) calendar days after such amount is due, whether or not any notice of default or another notice has been given, Lessee shall pay to Lessor interest on all delinquent amounts from the date such payment was due, without regard to any grace period, at the compounded annual rate of ten percent (10%) of the overdue amount. The Parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee.

ARTICLE IV USE; COMPLIANCE WITH LAWS; NON-DISCRIMINATION

4.1 Use. The Property shall be used only for classroom and office space. Lessee shall use the Property in a careful, safe and proper manner and shall not use the Property for any disreputable business or purpose. Lessee shall not use or permit the Property to be used or occupied for any purpose or in any manner prohibited by any applicable law, ordinance order, rule, regulation or other governmental requirement. Lessee shall not commit waste or suffer or permit waste to be committed in, on or about the Property. Lessee shall conduct its business and control its employees, agents and invitees in such a manner so as not to create a nuisance or a risk of fire or other hazard, or that would violate, suspend, void or increase the rate of fire or liability or any other insurance of any kind at any time carried by Lessor upon the Property.

4.2 Compliance with Laws. Lessee shall comply with all applicable laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, condition or occupancy of the Property. The judgment of any court of competent jurisdiction, or the admission of Lessee in a proceeding brought against it by any governmental entity, that Lessee has violated any such governmental requirement shall be conclusive as between the Lessor and the Lessee and shall constitute grounds for declaration of default, material breach, forfeiture, and termination of this Agreement by Lessor.

4.3 Compliance with Environmental Laws. Lessee and the Property shall remain in compliance with all applicable laws, ordinances, orders, rules and regulations regulating, relating to, or imposing liability of standards of conduct concerning any Hazardous Materials, or pertaining to occupational health or industrial hygiene, occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health and Safety Code et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 24249.5 et seq.] the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state or local law, ordinance, order, rule or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial

hygiene laws, ordinances, or regulations relate to hazardous substances on, under or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water or land use ("Environmental Laws").

4.3.1 Lessee shall immediately notify Lessor in writing and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Property or compliance with Environmental Laws subsequent to the Effective Date. Lessee shall promptly cure and have dismissed with prejudice and of those actions and proceedings to the satisfaction of Lessor. Lessee shall keep the Property free of any lien imposed pursuant to and Environmental Law.

4.3.2 For the purpose of Section 4.3, the term "Hazardous Materials" shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under any Environmental Law. Lessee shall not permit to occur any release, generation, manufacture, storage, treatment, transportation or disposal of any Hazardous Materials. Lessee shall promptly notify Lessor in writing if Lessee has or acquires notice or knowledge that any Hazardous Materials have been or are threatened to be released, discharged, disposed of, transported, or stored on, in, under or from the Property; and if any Hazardous Materials are found on the Property and it is determined to have been put on the property by Lessee, or through Lessee's use of the property, Lessee, at its sole cost and expense, shall immediately take such action as is necessary to detain the spread of and remove the Hazardous Material to the complete satisfaction of Lessor and the appropriate governmental authorities.

4.3.3 Lessor shall, at Lessor's sole cost and expense, have the right at all reasonable times and from time to time to conduct environmental audits of the Property, and Lessee shall cooperate in the conduct of those audits.

4.3.4 If Lessee fails to comply with the forgoing covenants pertaining to Hazardous Materials, Lessor may cause the removal (or other cleanup acceptable to Lessor) of any Hazardous Materials from the Property. The costs of Hazardous Materials removal and any other cleanup (including transportation and storage costs) will be additional rent under this Agreement, whether or not a court has ordered the cleanup, and those costs will become due and payable on demand by the Lessor. Lessee shall give Lessor, its agents and employees access to the Property to remove or otherwise cleanup any Hazardous materials. Lessor, however, has no affirmative obligation to remove or otherwise cleanup any Hazardous Materials, and this Agreement shall not be construed as creating any such obligation.

4.3.5 Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor and at Lessee's sole cost), and hold harmless Lessor and Lessor's elected and appointed officials, officers, employees, agents, successors and assigns free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending or prosecuting any litigation, claim or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor in connection or arising out of: (i) any Hazardous Material on, in, under or affecting all or any portion of the Property, (ii) any violation or claim of violation of any Environmental Law by Lessee; or (iii) the imposition of any lien for the recovery of costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on, in, under or affecting all or any portion of the Property. Lessee's indemnification shall survive the expiration and termination of this Agreement.

4.4 Non-Discrimination. Lessee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the Property, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of Lessees, lessees, sublessees, or vendees in the Property herein leased.

ARTICLE V TAXES AND UTILITIES

5.1 Lessee to Pay Taxes. Lessee shall pay during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed by the Riverside County Assessor's Office or any other governmental entity on or against the Property, any improvements located on the Property, personal property located on or in the Property or any improvements, and the leasehold estate created by this Agreement. Without limiting the generality of the foregoing, in accordance with Revenue and Taxation Code Section 107.6, Lessee is notified that Lessee's leasehold interest under this Agreement may be subject to the payment of possessory interest taxes in accordance with Revenue and Taxation Code Section 107. Lessee shall be fully responsible for the payment of all possessory interest taxes levied and/or assessed during the term of this Agreement against Lessee's leasehold interest in the Property.

5.2 Proration of First and Last Year Taxes. Notwithstanding the provisions of Section 5.1 of this Agreement, all taxes, assessments, or other charges levied or assessed during the tax years in which the term of this Agreement commences and ends shall be prorated between Lessor and Lessee as of 12:01 A.M. on the Effective Date and on the date this Agreement terminates, respectively, on the basis of tax years that commence on July 1 and end on June 30 of each year. If required, Lessor shall pay the taxes, assessments or other charges for the year in which the Effective Date falls and Lessee shall promptly, on service of written request by Lessor, reimburse Lessor for Lessee's share of those taxes, assessments, or other charges. Lessee shall pay the taxes, assessments, and other charges for the year in which this Agreement terminates; and Lessor shall promptly, on service of written request by Lessee, reimburse Lessee for Lessor's share of those taxes, assessments, and other charges.

5.3 Payment Before Delinquency. Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Agreement shall be paid by Lessee at least ten (10) days before each such tax, assessment, or installment of tax or assessment becomes delinquent. Lessee shall deliver to Lessor a copy of the official and original receipt evidencing the payment of any taxes, assessments, and other charges required under this Article.

5.4 Contest of Tax. Lessee shall have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against the Property or any part of the Property; provided, however, that the contest, opposition, or objection must be filed before the tax, assessment, or other charge at which it is directed becomes delinquent and that written notice of the contest, opposition, or objection must be given to Lessor at least ten (10) days before the date the tax, assessment, or other charge becomes delinquent. Lessor shall not be required to cooperate in any such contest, opposition, or objection, even if Lessee determines that joinder is necessary or convenient for the proper prosecution of the proceedings. Lessee shall be responsible for and shall pay all costs and expenses in any contest or legal proceeding instituted by Lessee. In no event shall Lessor be subjected to any liability for costs or expenses connected to any contest by Lessee, and Lessee agrees to indemnify and

hold Lessor and the Property harmless from any such costs and expenses. Furthermore, no such contest, opposition, or objection shall be continued or maintained after the date the tax, assessment, or other charge at which it is directed becomes delinquent unless Lessee has either:

- (i) Paid the tax, assessment, or other charge under protest prior to its becoming delinquent;
- (ii) Obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment, or other charge by posting a bond or other security required by law for such a stay; or
- (iii) Delivered to Lessor a good and sufficient surety bond in an amount specified by Lessor and issued by a bonding corporation licensed to do business in California, conditioned on the payment by Lessee of the tax, assessment, or charge together with any fines, interest, penalties, costs, and expenses that may have accrued or been imposed thereon within 30 days after final determination of Lessee's contest, opposition, or objection to the tax, assessment, or other charge.

5.5 No Rendering Property Exempt From Property Taxes. Lessee covenants and agrees for itself, its assigns and all voluntary and involuntary successors in interest to the Property or any part thereof, that, during all times that Lessor is permitted to receive property tax increment from the Project Area pursuant to California Health and Safety Code Section 33670 (as that statute may be substituted or amended) the Property or any portion thereof may not be used, transferred, assigned, leased, subleased or lease-backed for any use that is partially or wholly exempt from the payment of real property taxes or which would cause the exemption of all or any portion of such real property taxes, without Lessor's prior approval. The Parties acknowledge that although Lessee intends to lease the Property from Lessor, such lease will not render the Property exempt from property taxation under California law and Lessee shall be fully responsible for the payment of all property taxes on the Property during the term of this Agreement.

5.6 Tax Returns and Statements. Lessee shall, as between Lessor and Lessee, have the duty of attending to, preparing, making, and filing any statement, return, report, or other instrument required or permitted by law in connection with the determination, equalization, reduction, or payment of any taxes, assessments, or other charges that are or may be levied on or assessed against the Premises, any improvements located on the Property, personal property located on or in the Property or improvements, and the leasehold estate created by this Agreement.

5.7 Tax Hold-Harmless Clause. Lessee shall indemnify and hold Lessor and the property of Lessor, including the Property and any improvements now or hereafter located on the Property, free and harmless from any liability, loss, or damage resulting from any taxes, assessments, or other charges required by this Article to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

5.8 Utilities. Lessee shall pay or cause to be paid, and hold Lessor and the Property of Lessor free and harmless from, any and all charges or fees for the furnishing of gas, water, electricity, telephone service, and other utilities to the Property during the term of this Agreement, and from any and all charges or fees for the removal of weeds, debris, garbage and rubbish from the Property during the term of this Agreement, and from any fees, fines or sums and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

5.9 Payment by Lessor/Reimbursement. Subject to Lessee's rights to defenses, to contest or offset taxes, assessments or other charges, should Lessee fail to pay within the time specified in this Article any taxes, assessments, or other charges required by this Article to be paid by Lessee, Lessor may, after reasonable notice to Lessee, pay, discharge, or adjust that tax, assessment, or other charge for the benefit of Lessee. In that event, Lessee shall promptly on written demand of Lessor reimburse Lessor for

the full amount paid by Lessor in paying, discharging, or adjusting that tax, assessment, or other charge together with interest thereon at the then-maximum legal rate on judgments allowed by California law from the date of payment by Lessor until the date of repayment by Lessee. If this Article does not specify the time within which Lessee must pay any charge required by this Article, Lessee shall pay that charge before it becomes delinquent.

ARTICLE VI INSURANCE; INDEMNIFICATION; WAIVER AND RELEASE

6.1 Minimum Insurance Requirements. At all times during the Term and during any other time in which Lessee occupies the Property, Lessee, at its sole cost and expense, shall procure, pay for and maintain the following types of insurance with the following coverages:

6.1.1 Liability and Worker's Compensation Insurance. Lessee shall, at Lessee's sole expense, obtain and keep in force during the Term: (i) a policy of worker's compensation insurance in the amounts required by statute, and employer's liability insurance in at least the following amounts: bodily injury by accident - One Million Dollars (\$1,000,000), bodily injury by disease - One Million Dollars (\$1,000,000) per employee, and aggregate per policy year; and (ii) commercial general liability insurance, including contractual liability insurance, for bodily injury, property damage and personal/advertising liabilities arising out of the use or occupancy of the Property and all areas appurtenant thereto, including parking areas. Such insurance shall be in an amount satisfactory to Lessor and of not less than Two Million Dollars (\$2,000,000) per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate for all claims.

6.1.2 Insurance for Lessee's Personal Property; Fixtures and Equipment. Lessee shall at Lessee's sole expense, obtain and keep in force during the Term insurance for: (i) Lessee's personal property, without deduction for depreciation; inventory, alterations, fixtures and equipment located on the Property, in an amount not less than one hundred percent (100%) of their actual replacement value, for the full replacement value thereof without deduction for depreciation. The proceeds of such insurance, so long as this Agreement remains in effect, shall be used to repair or replace the personal property, inventory, alterations, fixtures and equipment so insured.

6.1.3 Fire and Casualty Insurance. Lessee shall, at Lessee's sole cost and expense, at all times during the term of this Agreement, keep all improvements on the Premises insured for the value of demolition, clearance and environmental clean-up of all improvements on the Premises by insurance companies authorized to do business in the State of California against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the county where the Premises are located. For as long as there is any leasehold encumbrance in existence, that policy shall also contain a standard lender endorsement.

6.1.3.1 Application of Fire and Casualty Insurance Proceeds. Notwithstanding anything to the contrary contained in this Agreement, any and all fire and casualty insurance proceeds that become payable at any time during the term of this Agreement because of damage to or destruction of any improvements on the Premises shall be paid to Lessor.

6.2 Delivery of Evidence of Lessee's Insurance. Each such insurance policy or certificate thereof shall be delivered to Lessor by Lessee on or before the effective date of such policy and thereafter Lessee shall deliver to Lessor renewal policies or certificates at least thirty (30) calendar days prior to the expiration dates of the expiring policies. In the event that Lessee shall fail to insure or shall fail to furnish Lessor the evidence of such insurance as required by Section 6, Lessor may from time to time acquire (without any obligation to do so) such insurance for the benefit of Lessee or Lessor or both of them for a period not exceeding one (1) year, and any premium paid by Lessor shall be recoverable from Lessee as additional rent on demand. Lessee's compliance with the provisions of Article 6 shall in no way limit

Lessee's liability under any of the other provisions of this Agreement. Lessor may at any time, and from time to time, inspect and/or copy any and all insurance policies required by this Agreement.

6.3 Other Insurance Requirements. The insurance to be acquired and maintained by Lessee shall be with companies admitted to do business in the State of California and companies of Best's Rating Guide of A+ or better. Lessee may also provide the required insurance coverage through a program of self-insurance, a Joint Powers Authority or a combination of both. Lessee shall deliver to Lessor, prior to taking possession of the Property, a certificate of insurance evidencing the existence of the policies required hereunder, and such certificate shall certify that the policy:

6.3.1 names Lessor and any other entities designated by Lessor as additional insureds under the Commercial General Liability policy;

6.3.2 shall not be canceled or altered without thirty (30) calendar days prior written notice to Lessor;

6.3.3 insures performance of Lessee's indemnity set forth in this Agreement;

6.3.4 provide that no act or omissions of Lessee shall affect or limit the obligations of the insurer with respect to other insureds or including Lessor;

6.3.5 include all waiver of subrogation rights endorsements necessary to effect the provisions below; and

6.3.6 provide that the commercial general liability policy and the coverage provided shall be primary, that Lessor although an additional insured, shall nevertheless be entitled to recovery under such policy for any damage to Lessor by reasons of acts or omissions of Lessee, and that coverage carried by Lessor shall be noncontributory with respect to policies carried by Lessee.

6.4 Mutual Waiver of Subrogation. The Parties hereto release each other and their respective authorized employees, agents and representatives, from any and all claims, demands, loss, expense or injury to any person, or to the Premise or to personal property, including, but not limited to, furnishings, fixtures or equipment located therein, caused by or resulting from perils, events or happenings which are the subject of insurance in force at the time of such loss. Each Party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither Party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy in effect as required by this Agreement.

6.5 No Ownership. Nothing contained in Article 6 shall be construed as creating or implying the existence of: (i) any ownership by Lessee of any fixtures, additions, alterations, or improvements in or to the Property, or (ii) any right on Lessee's part to make any addition, alteration or improvement in or to the Property.

6.6 Indemnity. Lessee agrees to indemnify, defend, and hold Lessor, its elected and appointed officials, officers, employees, agents, successors and assigns, free and harmless of any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation or use of the Property, specifically including, without limitation, any claim liability, loss or damage arising by reason of:

6.6.1 The death or injury of any person or persons, including Lessee or any person who is an employee, agent, guest, or customer of Lessee, or by reason of the damage or destruction of any property, including property owned by Lessee or any person who is an employee, agent, guest, or customer of Lessee, and caused or allegedly caused by either the condition of the Property, or some act or

omission of Lessee or of some agent, contractor, employee, servant, sublessees, guest, or customer of Lessee on the Property;

6.6.1 Any work performed on the Property or materials furnished to the Property at the instruction or request of Lessee; and

6.6.3 Lessee's failure to perform any provision of this Agreement, or to comply with any requirement of local, state or federal law or any requirement imposed on Lessee or the Property by any duly authorized governmental agency or political subdivision.

6.7 Waiver and Release. Lessee waives and releases all claims against Lessor, its employees, and agents with respect to all matters for which Lessor has disclaimed liability pursuant to the provisions of this Agreement. In addition, Lessee agrees that Lessor, its elected and appointed officials, employees, agents, successors and assigns shall not be liable for any loss, injury, death or damage (including consequential damages) to persons, property, or Lessee's business occasioned by theft; act of God; public enemy; injunction; riot; strike; insurrection; war; terrorism; court order; order of governmental body or authority; earthquake; fire; explosion; falling objects; water; rain; snow; leak or flow of water, or by dampness or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures; or from construction, repair, or alteration of the Property; or from any acts or omissions of any visitor of the Property; or from any cause beyond Lessor's control.

ARTICLE VII REPAIRS AND MAINTENANCE; ALTERATIONS

7.1 Repairs and Maintenance. Lessee shall, at its sole cost and expense, maintain the Property and make repairs, restorations and replacements to the Property, including without limitation the heating, ventilation, air conditioning, mechanical, electrical, plumbing systems, structural roof, walls, and foundations, and the fixtures and appurtenances to the Property as and when needed to preserve them in good working order and condition regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Lessee, its employees, agents, invitees, visitors or contractors. All repairs, restorations, and replacements shall be in quality and class equal to the original work or installations. If Lessee fails to make repairs, restorations or replacements, Lessor may make them at the expense of Lessee and the expense shall be collected as additional rent to be paid by Lessee within fifteen (15) calendar days after delivery of a statement for the expense.

7.2 Alterations; Tenant Improvements. Lessee shall not make any alterations, improvements or additions in, on or about any of the Property, without first obtaining Lessor's prior written consent, which shall not be unreasonably withheld. However, Lessor's prior written consent will not be necessary for any alterations, improvements, or additions which: (I) collectively cost less than Twenty Five Thousand Dollars (\$25,000) including labor and material, and (II) do not require any governmental building permit.

7.2.1 Lessee shall remain responsible for ensuring that all work necessary to complete the alteration, improvement or addition is performed in accordance with any and all applicable federal, state and local laws, rules and orders, including, without limitation, workers compensation laws, building, health and safety laws, prevailing wage laws, minimum wage laws as well as any conditions imposed on the construction of the alteration, improvement or addition. Lessee shall, at Lessee's sole cost and expense, ensure that the Property shall, upon completion and at all times thereafter, comply with all applicable laws and regulations of any and all governmental authorities having jurisdiction over the

Property. Without limiting the generality of the foregoing, in constructing any alteration, improvement or addition, Lessee shall, at its own cost and expense, comply with all applicable governmental building code requirements. City Building Code requirements and other state, county and municipal laws, ordinances and regulations, now or hereafter enacted, and procure all requisite permits including without limitation, upon final completion, satisfactory final inspection reports on and a certificate of occupancy for the Property issued by Lessor or other agency having similar functions, and shall likewise comply with any applicable regulation or order of any agency having similar functions, or of any liability or fire insurance company by which Lessee may be insured.

7.2.2 All alterations, improvements or additions in, on or about the Property, whether temporary or permanent in character, shall immediately become Lessor's property and at the expiration of the Term of this Agreement shall remain on the Property without compensation to Lessee.

7.2.3 By notice given to Lessee no less than ninety (90) calendar days prior to the expiration of the Term of this Agreement, Lessor may require that any alterations, improvements, or additions in, on or about the Property be removed by Lessee. In that event, Lessee shall remove the alterations, improvements or additions at Lessee's sole cost and expense and shall restore the Property to the condition in which the Property was before the alterations, improvements and additions were made, reasonable wear and tear accepted.

7.3 Mechanic's Liens. Lessee shall pay or cause to be paid all costs and charges for: (i) work done by Lessee or caused to be done by Lessee, in or to the Property, and (ii) all materials furnished for or in connection with such work. Lessee shall indemnify the Lessor against and hold the Lessor and the Property, free, clear and harmless of and from any liens or claims of liens arising out of any work performed, materials furnished or obligations incurred by the Lessee, and Lessee shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Lessor shall constitute a default of this Agreement. At its election, but without having any obligation to do so, the Lessor may pay such liens not so removed by the Lessee and the any amount expended by Lessor shall be collected as additional rent to be paid by Lessee within fifteen (15) calendar days after delivery of a statement for the expense.

ARTICLE VIII DAMAGE AND DESTRUCTION; CONDEMNATION

8.1. Damage or Destruction of Property. Unless as the result of negligence or intentional unlawful act of Lessee, if during the term of this Agreement, any portion of the Property shall be damaged by fire or other catastrophic cause, so as to render such portion of the Property untenable, the obligations under this Agreement may be suspended while such portion of the Property remains untenable. In the event of such damage, Lessee shall give Lessor notice of such untenable conditions and the Lessor shall elect in its sole discretion, whether to repair the Property or to cancel this Agreement with respect thereto. It shall notify Lessee in writing of its election within thirty (30) calendar days after service of notice by Lessee. In the event that Lessor elects not to repair the Property or portion thereof, this Agreement shall be deemed canceled as of the date the damage occurred with respect to the applicable portion(s).

8.2 Condemnation. If all or any part of the Property shall be condemned or taken as a result of the exercise of the power of eminent domain, including any conveyance or assignment in lieu of any condemnation or taking, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Lessor or Lessee shall have the right to terminate this Agreement as to the balance of the Property by notice to the other within thirty (30) calendar days after the date of such taking; provided, however, that a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Property taken shall be of such extent and nature as substantially

to handicap, impede or impair Lessee's use of the balance of the Property. In any event, Lessor shall be entitled to any and all compensation, damages, income, rent, awards and any interest therein whatsoever which may be paid or made in connection therewith, and Lessee shall have no claim against Lessor for the bonus value of any unexpired Term of this Agreement or otherwise; provided, however, that nothing herein shall prevent Lessee from pursuing a separate award against the taking entity, specifically for its relocation expenses or for the taking of any personal property or trade fixtures belonging to Lessee, so long as such separate award to Lessee does not diminish any award otherwise due Lessor as a result of such condemnation or taking. In the event of a partial taking of the Property which does not result in a termination of this Agreement, the monthly rent thereafter to be paid shall be reduced in proportion to the portion of the Property taken.

8.2.1 For purposes of Section 8.2, the date of taking shall be the date upon which the condemning authority takes possession of any part of the Premise or the date upon which Lessee is required by the condemning authority to commence vacating the Property, whichever is earlier.

8.2.2 Notwithstanding anything to the contrary contained in Section 8.2, if the Property or any part thereof shall be taken under power of eminent domain on a temporary basis, this Agreement shall be and remain unaffected by such taking and Lessee shall continue to pay in full all monthly rent payable hereunder, provided that Lessee shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Property during the Term of this Agreement, and Lessor shall be entitled to receive that portion of any award which represents the cost restoration of the Property and the use and occupancy of the Property after the end of the Term of this Agreement.

8.2.3 Lessee hereby waives and releases any right to terminate this Agreement under California Code of Civil Procedure Sections 1265.120 and 1265.130, or under any similar law, statute or ordinance now or hereafter in effect.

ARTICLE IX ASSIGNMENT AND SUBLETTING

9.1 Assignment and Subletting. Lessee shall not assign, mortgage, pledge, encumber, or hypothecate this Agreement or any interest herein (directly, indirectly, voluntarily or involuntarily, by operation of law, or otherwise) or sublet the Property or any part thereof, or permit the use of the Property by anyone other than Lessee without the prior written consent of Lessor first being obtained. If Lessee is a corporation, a limited liability company or a partnership, the transfer (as a consequence of a single transaction or any number of separate transactions) of fifty percent (50%) or more of the beneficial ownership interest of the voting stock of Lessee issued and outstanding as of the date hereof, the membership interests in Lessee or the partnership interests in Lessee, as the case may be, shall constitute an assignment hereunder for which such consent is required. Further, Lessee shall not assign this Agreement or sublet the Property or any portion thereof to any corporation which controls, is controlled by or is under common control with Lessee, or to any corporation resulting from merger or consolidation with Lessee, or to any person or entity which acquires all the assets as a going concern of the business of Lessee that is being conducted on the Property, without the prior written consent of Lessor. Any of the foregoing acts without such consent shall be void and, at the sole option of Lessor, constitute an Event of Default entitling Lessor to terminate this Agreement and to exercise all other remedies available to Lessor under this Agreement and at law.

9.1.1 In the event that Lessee should desire to sublet the Property or any part thereof, or assign this Agreement, Lessee shall provide Lessor with written notice of such desire at least sixty (60) calendar days in advance of the proposed effective date of such subletting or assignment. Such notice shall include: (i) the name of the proposed subLessee or assignee; (ii) the nature of business to be

conducted by the proposed subLessee or assignee in the Property; (iii). the terms and conditions of the proposed assignment or sublease including but not limited to a detailed description of all compensation in cash or otherwise which Lessee would be entitled to receive in connection with such assignment or sublease; and (iv) the most recent financial statements or other financial information concerning the proposed subLessee or assignee as Lessor may require. At any time within thirty (30) calendar days following receipt of Lessee's notice, Lessor may by written notice to Lessee elect to: (i) terminate this Agreement as to the space affected by the proposed subletting or assignment, as of the effective date of the proposed subletting or assignment; (ii) consent to the proposed subletting of the Property or assignment of this Agreement; or (iii) disapprove of the proposed subletting or assignment. Lessor may elect to terminate this Agreement as to the space affected by the proposed assign or subletting in its sole and absolute discretion. If Lessor does not elect to terminate this Agreement, however, Lessor shall not unreasonably withhold its consent to a proposed subletting or assignment.

9.1.2 Subject to obtaining Lessor's consent in accordance with the requirements of Section 9.1, in order for any assignment or sublease to be binding on Lessor, Lessee must deliver to Lessor, promptly after execution thereof, an executed copy of such sublease or assignment whereby the subLessee or assignee shall expressly assume all obligations of Lessee under this Agreement as to the portion of the Property subject to such assignment or sublease. Any purported sublease or assignment will be of no legal force or effect unless and until the proposed sublease has been consented to, in writing, by Lessor and a fully executed copy thereof has been received by Lessor.

9.1.3 Regardless of Lessor's consent, no subletting or assignment shall release Lessee or any guarantor of Lessee, of its or their obligations, or alter the primary liability of Lessee and its guarantor(s), if any, to pay rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of payments by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent or further assignment, subletting, hypothecation or third party use or occupancy. In the event of default by any assignee or successor of Lessee in the performance of any of the terms of this Agreement, Lessor may proceed directly against Lessee and/or its guarantor(s), if any, without the necessity of exhausting remedies against said assignee or successor. Lessor may consent to subsequent assignments or subletting of this Agreement or amendments or modifications to this Agreement with assignees of Lessee, without notifying Lessee and/or its guarantor(s), if any, or any successor of Lessee, and without obtaining its or their consent thereto and such action shall not relieve Lessee and/or its guarantor(s), if any, or any successor of Lessee of liability under this Agreement.

9.1.4 Lessor shall have the unconditional right to sell, encumber, pledge, convey, transfer, and/or assign any and all of its rights and obligations under the Agreement without the consent of or notice to Lessee or any guarantor(s) of Lessee's obligations hereunder.

ARTICLE X HOLDING OVER; SALE OF PROPERTY

10.1 No Right to Holdover. Lessee has no right to retain possession of the Property or any part thereof beyond the expiration or termination of this Agreement. If, without objection by Lessor, Lessee holds possession of the Property after expiration of the Term, Lessee shall become a Lessee from month-to-month upon the terms herein specified, except that the monthly rent shall be equal to one hundred and fifty percent (150%) of the monthly rent payable by Lessee at the expiration of the Term. In addition, Lessee shall continue to pay all other amounts due to Lessor hereunder. Each Party shall give the other notice at least one (1) month prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy. If, after objection by Lessor thereto, Lessee holds possession of the Property after expiration of the Term, Lessee shall constitute a Lessee at sufferance and without in any way waiving the wrongful holding over of the Property by Lessee, Lessor shall be entitled to receive for each month or portion thereof during which Lessee wrongfully holds over at the Property monthly rent

equal to two hundred percent (200%) of the monthly rent payable by Lessee at the expiration of the Term together with all other amounts otherwise due to Lessor hereunder. Lessor's receipt of increased monthly rent under this Section 10.1 shall not constitute an extension of the Term nor shall it constitute a waiver of Lessee's wrongful holding over and shall not prejudice any other rights or remedies available to Lessor under this Agreement or by law.

10.2 Sale of Property. In the event Lessor, or any successor owner of the Property, shall sell or convey its interest in the Property, all liabilities and obligations on the part of the Lessor, or such successor owner, under this Agreement, accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Lessee agrees to attorn to such new owner.

ARTICLE XI SUBORDINATION; ESTOPPEL CERTIFICATES

11.1 Subordination. This Agreement and the rights of Lessee hereunder are subject and subordinate to any ground or underlying lease and the lien of the holder of or beneficiary under a mortgage or deed of trust which now or in the future encumbers the Property and to any and all advances made thereunder, and interest thereon, and all modifications, renewals, supplements, consolidations and replacements thereof. Lessee agrees that any ground or underlying Lessor or lender may at its option, unilaterally elect to subordinate in whole or in part, such ground or underlying lease or the lien of such mortgage or deed or trust to this Agreement. Such subordination or priority of this Agreement, as the case may be, shall be effective without the necessity of executing any further instrument or agreement to effect such subordination or priority; provided, however, that Lessee agrees to execute, acknowledge and deliver to Lessor upon demand any and all instruments required by Lessor or any such ground or underlying Lessor or lender evidencing the subordination or priority of this Agreement, as the case may be. Lessee hereby irrevocably appoints Lessor as its agent and attorney-in-fact to execute, acknowledge and deliver any such instruments in the name of and on behalf of Lessee if Lessee fails to so execute, acknowledge and deliver such instruments within ten (10) calendar days after written request therefore.

11.2 Estoppel Certificates. At any time and from time to time, Lessee shall execute, acknowledge and deliver to Lessor, within five (5) calendar days after request by Lessor, a certificate certifying, among other things: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the date and nature of each modification); (ii) the date, if any, to which monthly rent and other sums payable hereunder have been paid; (iii) that no notice has been received by Lessee of any default which has not been cured except as to defaults specified in said certificate; and (iv) such other matters as reasonably may be requested by Lessor.

ARTICLE XII DEFAULT; REMEDIES; DISPUTE RESOLUTION

12.1 Event of Default. The occurrence of any one or more of the following events ("Events of Default") shall constitute a breach of this Agreement by Lessee:

12.1.1 if Lessee shall default in its obligation to pay any installment of monthly rent; or

12.1.2 if Lessee shall vacate or abandon the Property for a continuous period exceeding ten (10) calendar days; or

12.1.3 if Lessee shall fail to perform or observe any other term hereof or of the rules and regulations contemplated herein to be performed or observed by Lessee hereunder, and such failure shall not have been cured by Lessee within fifteen (15) calendar days after notice thereof from Lessor, or, if such failure shall be of a nature so as reasonably to require more than fifteen (15) calendar days to effect the cure thereof, Lessee shall not within said fifteen (15) calendar day period commence with due diligence and dispatch the curing of such failure; or

12.1.4 if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail timely to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its property; or

12.1.5 if within ninety (90) calendar days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within ninety (90) calendar days after the appointment without the consent or acquiescence of Lessee, of any trustee, receiver or liquidator of Lessee or of any material part of its properties, such appointment shall not have been vacated; or

12.1.6 if this Agreement or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) calendar days; or

12.1.7 if Lessee fails to timely deliver to Lessor any instrument or assurances required pursuant to this Agreement, including an estoppel certificate pursuant to Section 11.2 of this Agreement; or

12.1.8 if Lessee makes or has made or furnishes any warranty, representation or statement to Lessor in connection with this Agreement, or any other agreement made by Lessee for the benefit of Lessor, which is or was false or misleading in any material respect when made or furnished; or

12.1.9 if Lessee assigns or attempts to assign this Agreement or subleases or attempts to sublease any portion of the Property in violation of Section 9.1; or

12.1.10 if waste is committed on the Property; or

12.1.11 if Lessee fails to perform any other act or obligation under this Agreement, if such failure shall continue for fifteen (15) calendar days after written notice from Lessor to Lessee; or

12.1.12 the occurrence of any event which pursuant to the terms hereof constitutes an Event of Default hereunder; or

12.1.13 the occurrence of a material and adverse change in the financial condition or business of Lessee or any guarantor of Lessee's obligations hereunder.

12.2 Remedies. On the occurrence of an Event of Default by Lessee hereunder, Lessor shall have the right to pursue any one or more of the following remedies in addition to any other remedies now or later available to Lessor, either in law or equity, which remedies shall not be exclusive, but shall instead be cumulative: (i) remove all persons and property from the Property and repossess same, in which case any and all of Lessee's property that Lessor removes from the Property may be stored in a

public warehouse or elsewhere at the cost of, and for the account of, Lessee; or (ii) allow Lessee to remain in full possession and control of the Property.

12.2.1 If Lessor chooses to repossess the Property, then this Agreement will automatically terminate in accordance with the provisions of California Civil Code Section 1951.2. In the event of such termination of the Agreement, Lessor may recover from Lessee:

12.2.1.1 the worth at the time of award of the unpaid rent which had been earned at the time of termination, including interest at the maximum rate allowed by law;

12.2.1.2 the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided, including interest at the maximum rate allowed by law;

12.2.1.3 the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and

12.2.1.4 any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which, in the ordinary course of things, would be likely to result therefrom.

12.2.2 "The worth at the time of the award," as used in Sections 12.2.1.1 and 12.2.1.2 shall be computed by allowing interest at the maximum rate allowed by law. "The worth at the time of the award," as referred to in Section 12.2.1.3 shall be computed by discounting the amount at the discount rate of the Federal Reserve Bank at the time of the award, plus one percent (1%).

12.2.3 Lessee shall be liable immediately to Lessor for all costs Lessor incurs in reletting the Property, including, without limitation, lost rents, eviction costs, attorney's fees, brokers' commissions, expenses of remodeling the Property required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term. Lessee shall pay to Lessor the rent due under this Agreement on the dates the rent is due, unless Lessor notifies Lessee that Lessor elects to terminate this Agreement. After Lessee's default and for as long as Lessor does not terminate Lessee's right to possession of the Property, if Lessee obtains Lessor's consent, Lessee shall have the right to assign its interest in this Agreement, or sublet all or a portion of the Property, but Lessee shall not be released from liability or its obligations under this Agreement. Lessor's consent to a proposed assignment or subletting shall be as required in Section 9.1.

12.2.4 If Lessor elects to relet the Property as provided in Section 12.2, then any rent that Lessor receives from reletting shall be applied to the payment of: (i) first, any indebtedness from Lessee to Lessor other than rent due from Lessee; (ii) second, all costs incurred by Lessor in reletting, including costs for maintenance; and (iii) third, Rent due and unpaid under this Agreement.

12.2.5 After deducting the payments referred to in Section 12.2, any sum remaining from any rent that Lessor receives from reletting shall be held by Lessor and applied in payment of future rent as rent becomes due under this Agreement. In no event shall Lessee be entitled to any excess rent received by Lessor. If, on the date rent is due under this Agreement, the rent received from any reletting is less than the rent due on that date, then Lessee shall pay to Lessor, in addition to the remaining rent due, all costs which Lessor incurred in reletting, including without limitation maintenance, that remain after applying the rent received from the reletting, as provided in Section 12.2.

12.3 Continuation After Default. In the event Lessee has breached this Agreement and/or abandoned the Property, this Agreement shall continue in full force and effect for so long as Lessor does

not terminate Lessee's right to possession as provided in Section 12.2 above, and Lessor may enforce all its rights and remedies under this Agreement, including the right to recover rent as it becomes due under this Agreement. In such event, Lessor may exercise all of the rights and remedies of a Lessor under California Civil Code Section 1951.4, or any successor statute. Acts of maintenance or preservation or efforts to relet the Property or the appointment of a receiver upon initiative of Lessor to protect Lessor's interest under this Agreement shall not constitute a termination of Lessee's right to possession.

12.4 Other Relief. In the event of re-entry or taking possession of the Property, Lessor shall have the right but not the obligation to remove all or any part of the trade fixtures, furnishings, equipment and personal property located in the Property and to place the same in storage at a public warehouse at the expense and risk of Lessee or to sell such property in accordance with applicable law. The remedies provided for in this Agreement are in addition to any other remedies available to Lessor at law or in equity, by statute or otherwise. Any amounts so expended by Lessor shall be immediately payable by Lessee and shall be deemed to be additional rent hereunder.

12.5 Lessor's Right to Cure Default. All agreements and provisions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without abatement of rent. If Lessee shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall not be cured within the applicable cure period provided for herein, if any, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as provided in this Agreement. All sums so paid by Lessor and all necessary incidental costs shall be on Lessee's account and shall be deemed additional rent hereunder and shall be payable to Lessor on demand.

12.6 Dispute Resolution. Any dispute arising out of or relating to this Agreement, or breach thereof, shall be first submitted to the senior management of each Party for resolution during a thirty (30) calendar day dispute resolution period. Notice must be in writing and served pursuant to Section 13.2 herein. The foregoing dispute resolution period shall run concurrently with any notice and cure periods provided for herein.

12.6.1 If the dispute cannot be resolved within the dispute resolution period described in 12.6, then any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in the County of Riverside, California, pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement ("Rules"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other Party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based.

12.6.2 Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either Party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator.

12.6.3 The arbitrator shall be selected by mutual agreement of the Parties within thirty (30) calendar days of the effective date of the notice initiating the arbitration. If the Parties cannot agree on an arbitrator, then the complaining Party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy.

12.6.4 The document demand and response shall conform to California Code of Civil Procedure Section 1282.6. The deposition notice shall conform to California Code of Civil Procedure Section 1283. The Parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in California Code of Civil Procedure.

12.6.5 Notwithstanding the terms of Section 12.6, Lessor shall have the right to immediately seek appropriate legal and equitable remedies in the event of any occurrence on the Property which poses an imminent threat to the health or safety to Lessor or the public, or the occurrence of an environmental condition which requires prompt action to prevent a material adverse effect on the Property, provided.

12.6.6 The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to an award of its reasonable attorney's fees and costs, including without limitation, fees and costs associated with discovery and expert analysis and testimony.

ARTICLE XIII GENERAL PROVISIONS

13.1 Attorneys' Fees. Should any action or proceeding be commenced by Lessor to enforce the provisions provided in this Agreement, or should any litigation be commenced between the parties to this Agreement concerning said Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted as the result of said litigation, to a reasonable sum for its attorneys' fees.

13.2 Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, telegraphed, delivered or sent by facsimile or telecopy and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business calendar days after the date of posting by the United States post office, (iii) if given by telegraph or cable, one (1) business calendar day after the date delivered to the telegraph company with charges prepaid.

To Lessor: March Joint Powers Authority
 Post Office Box 7480
 Moreno Valley, California 92552
 Attention: Executive Director
 Facsimile: 951.653.5558

To Lessee: Riverside Community College District
 Attn: Director, Contracts, Compliance and Legal Services
 4800 Magnolia Ave.
 Riverside, CA 92506
 Facsimile: 951.222-8831

13.2.1 Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request or communication sent.

13.2.2 Lessee hereby agrees that service of notice in accordance with the terms of this Agreement shall be in lieu of the methods of service specified in Section 1161 of the California Code of Civil Procedure Section 1161. The provisions of California Code of Civil Procedure Section 1013(a),

extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this Agreement.

13.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

13.4 Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

13.5 Amendment of Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

13.6 Waiver. The waiver by Lessor or Lessee of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow up between the Parties in the administration of the terms hereof be construed to waive or to lessen the right of Lessor or Lessee to insist upon the performance by Lessee or Lessor in strict accordance with said terms. The subsequent acceptance of any payment hereunder by Lessor shall not be deemed to be a waiver of any breach by Lessee of any agreement, condition or provision of this Agreement, other than the failure of Lessee to pay the particular amount so accepted. Specifically Lessor may accept any payment from Lessee and apply same to any amount owing hereunder notwithstanding any stated intent or instruction on the part of Lessee to the contrary and without waiving or compromising any claim that such payment was less than the payment actually due from Lessee.

13.7 No Merger. The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

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

13.9 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement, including any permit or license fees which Lessee may be required to obtain pursuant to its occupancy.

13.10 Authority to Execute Agreement. Lessor and Lessee represent and warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each Party for whom they sign to perform as provided herein.

13.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Lessee shall be responsible for the acts or omissions of its sublessee(s), if any.

13.12 Incorporation of Recitals and Exhibits. Each and all of the Recitals and Exhibits to this Agreement are incorporated by reference as though fully set forth herein.

13.13 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Lessee and Lessor as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to any employees or agents of either Party shall be of any effect unless it is in writing and

executed by the party to be bound thereby.

[Signature on Following Page]

SIGNATURE PAGE
TO
MARCH JOINT POWERS AUTHORITY
COMMERCIAL LEASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the calendar day and year written below.

LESSOR:

LESSEE:

MARCH JOINT POWERS AUTHORITY,
a California public agency

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Frank Schiavone
Chairman

By: _____
Aaron S. Brown
Its: Interim Vice Chancellor
Administration and Finance

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Ruth W. Adams, Esq.
Director, Contracts, Compliance &
Legal Services

By: _____
Authority Secretary
March Joint Powers Authority

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Authority Council
March Joint Powers Authority

Date: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20__, before me, the undersigned notary public, personally appeared _____ personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20__, before me, the undersigned notary public, personally appeared _____ personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT "A"
Building 2595

That certain parcel of land located in the County of Riverside, State of California, and lying in Section 13, Township 3 South, Range 4 West, San Bernardino Meridian, described as follows:

Commencing at a brass disk set in the top of curb and stamped "224-5" as shown on a plan entitled "CMF/SERS SURVEY CONTROL POINT LOCATION PLAN" approved by C.L. Allen on 25 October 1991, prepared by the Department of the Army, Sacramento District Corps of Engineers, Sacramento, California; from which a brass disk set in the top of curb and stamped "224-13" as shown on said plan, bears North 00°30'13" West; thence North 09°30'48" West a distance of 2551.45 feet to a 1 inch iron pipe with plastic plug stamped LS 4296; thence South 00°33'02" West a distance of 899.80 feet to the **True Point of Beginning**;

Thence South 89°34'27" East a distance of 227.13 feet;
Thence South 47°16'12" East a distance of 19.92 feet;
Thence South 89°34'27" East a distance of 35.70 feet;
Thence North 0°22'18" East a distance of 25.67 feet;
Thence South 89°34'27" East a distance of 36.69 feet;
Thence South 0°22'47" West a distance of 219.00 feet;
Thence North 87°43'50" East a distance of 29.73 feet;
Thence North 0°22'47" East a distance of 206.00 feet;
Thence South 89°34'27" East a distance of 44.46 feet

Thence South 0°33'02" West a distance of 264.27 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 20.00 feet; thence along said curve an arc distance of 31.52 feet through a central angle of 90°17'48";
Thence North 89°09'10" West a distance of 338.30 feet;
Thence North 0°33'02" East a distance of 280.85 feet to the **True Point of Beginning**.

Said parcel contains 2.37 Net acres more or less.

Exhibit A attached hereto and by this reference made a part hereof.

Note: Distance shown hereon are grid distances. Ground distances may be obtained by multiplying grid distances by the combination factor of 1.00006433.



10 Sept-04

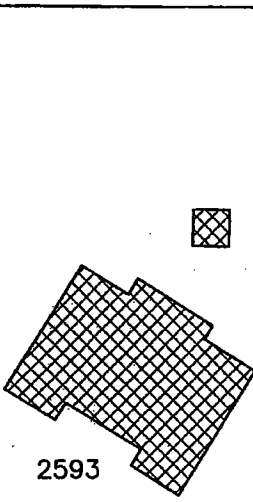
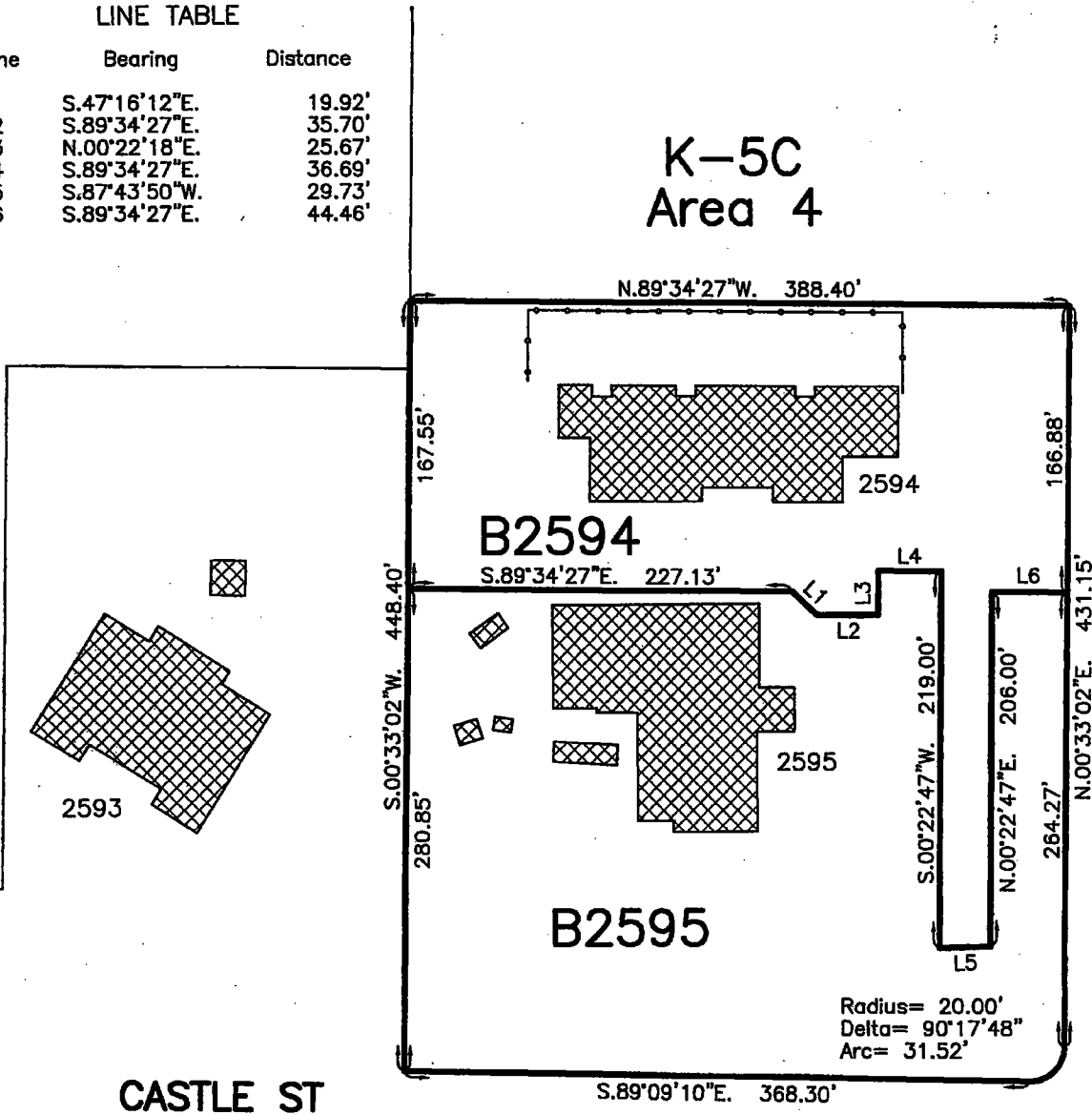
Exhibit A

Parcel B2594 & B2595

LINE TABLE

Line	Bearing	Distance
L1	S.47°16'12"E.	19.92'
L2	S.89°34'27"E.	35.70'
L3	N.00°22'18"E.	25.67'
L4	S.89°34'27"E.	36.69'
L5	S.87°43'50"W.	29.73'
L6	S.89°34'27"E.	44.46'

K-5C
 Area 4



CASTLE ST

RIVERSIDE DR

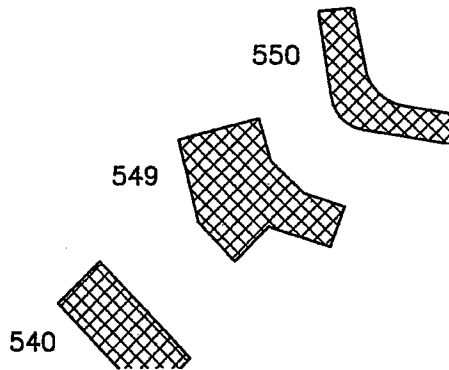


SCALE: 1"=100'

Par K-5B



10 Sept-04



RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-c

Date: May 20, 2008

Subject: Memorandum of Understanding – Governor’s Career Technical Education (CTE) Initiative

Background: The California Community Colleges Chancellor’s Office (CCCCO), in cooperation with the California Department of Education (CDE), has asked the Riverside Community College District (District) to serve as fiscal agent for a portion of the Governor’s Career Technical Education (CTE) Initiative (SB 70). Senator Scott sponsored this legislation to enhance the CTE system by dedicating funds to strengthen and rebuild CTE at the secondary and postsecondary levels and to improve articulation between the two education segments.

During meetings and planning sessions to determine the five-year spending plan, CCCCCO and CDE determined that, due to CCCCCO’s difficulty in disbursing funds to Local Educational Agencies (LEA’s), the most expeditious way to disburse funds would be through a community college district acting in a fiscal agent capacity.

Funds will be disbursed by the District to the LEA’s in accordance with disbursing authorizations prepared by the CDE. The District will disburse a total of \$6,916,000 and will receive an administrative fee of \$201,437 over the term of the agreement, May 2008 through December 2009.

The District’s sole responsibility will be to hold and disburse funds to the LEA’s. CDE and CCCCCO will be responsible for oversight of the LEA projects and for monitoring LEA program compliance.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding with the California Community Colleges Chancellor’s Office and the California Department of Education for the District to act as the fiscal agent for the Governor’s Career Technical Education Initiative for the term May 12, 2008 through December 31, 2009, and authorize the Interim Vice Chancellor, Administration and Finance to sign the Memorandum of Understanding.

James L. Buysse
Interim Chancellor

Prepared by: Patricia A. Braymer
Interim Associate Vice Chancellor, Finance

FINAL DRAFT AS OF MAY 13
GOVERNOR'S CAREER TECHNICAL EDUCATION INITIATIVE

MEMORANDUM OF UNDERSTANDING

*Between
The California Community Colleges Chancellor's Office
and
The California Department of Education
and
Riverside Community College District*

Background

This is a Memorandum of Understanding (MOU) between the California Department of Education (CDE), the California Community Colleges Chancellor's Office (CCCCO), and the Riverside Community College District (RCCD). The purpose of this Agreement is to define the roles of each party for Fiscal Year (FY) 2007-08 funding as they relate to the four program elements of the Career Technical Education (CTE) Initiative spending plan which are to be overseen and administered by CDE.

The CCCCCO and CDE have collaborated on the development of CTE projects for the strengthening and improvement of CTE since 2005. Numerous meetings and planning sessions have produced a series of projects that will, in their entirety, produce significant improvement in CTE through 2014.

California's Career Technical Education system has been in decline for approximately the past twenty years. In 2005, Senator Scott, in cooperation with the Governor's Office, sponsored legislation to strengthen the CTE system. SB 70 was introduced by Senator Scott and subsequently signed by the Governor. SB 70 required an initial investment of \$20,000,000 of Community College reversion account monies to be dedicated to the goals of strengthening and rebuilding CTE at the secondary and postsecondary levels and improving the articulation of such programs between the two segments. The initial allocation was under the jurisdiction of the Chancellors Office, and all RFAs and funding systems were administered through that office.

Funding for the CTE Initiative increased beginning in Fiscal Year (FY) 2007-08 and continuing through FY 2013-14 as a result of SB 1133. A five-year spending plan was developed by CCCCCO and CDE, with input from the Department of Finance (DOF), the Legislative Analyst's Office (LAO), and the Office of the Secretary of Education (OSE). During the meetings and planning sessions to determine the CTE projects to be included in the five-year plan, it was agreed by the collaborating partners that some projects, due to their specific nature, would most logically be administered through CDE. The four types of CTE projects in this category are listed in Attachment A. The majority of the individual projects (representing two categories of funding) will be implemented and carried out by Local Education Agencies (LEAs), who are awarded the funding in a

competitive process. Two other projects will serve a statewide function and will not be subject to competitive bid. Due to the difficulty in disbursing funds from the CCCCCO budget to non-community college entities such as LEAs, it was determined that the most expeditious way to disburse these funds would be through the use of a Community College District (CCD) which would act as the fiscal agent. While the CCD is responsible for distributing funding from the CCCCCO to the LEAs, CDE retains responsibility for the oversight of the projects, in coordination with the Chancellor's Office.

This Agreement establishes the roles of the California Department of Education (CDE), Chancellor's Office (CCCCO), and Riverside Community College District (RCCD) for the disbursement of funds to CTE projects administered by CDE in coordination with CCCCCO.

The CCCCCO and CDE will collaborate on implementation of the aforementioned CTE projects (Attachment A) under the jurisdiction of CDE. Further, it is the intent of this Agreement that technical assistance, leadership and monitoring shall be the primary responsibility of CDE, with assistance from CCCCCO.

CDE will be responsible to provide to RCCD and CCCCCO documentation of all proposals, applications, and scoring and review materials that RCCD and CCCCCO deem necessary for the fulfillment of the disbursement function. Further, CDE will provide CCCCCO any information and data which will assist the CCCCCO in preparation of year-end reports for the legislature or other key policy stakeholders.

Roles and Responsibilities

General

Projects that will receive disbursements under this agreement are listed in Attachment A, which describes each project, and Attachment B, which outlines the funds allocated to each project and the disbursement schedule for each. Attachments A and B are hereby made part of this MOU.

CCCCO Responsibilities

1. CCCCCO will provide RCCD with \$6,916,000 in Governor's CTE Initiative funding for the purpose of funding projects identified in the FY 07-08 spending plan as being K-12 projects to be administered by CDE.
2. CCCCCO will designate a single point of contact for coordination and problem solving regarding this MOU.
3. CCCCCO will assist CDE on application and selection processes for competitive contracts and grants and will consult with CDE on single source contractors.
4. CCCCCO will receive project reports based on agreed upon schedules from CDE.

5. CCCCCO will incorporate data and information from project reports received from CDE into any required report(s) to the Legislature.

CDE Responsibilities

1. The CDE will carry out activities to implement the CTE projects identified in Attachment A as necessary. Disbursements will be made through collaboration with RCCD upon approval of CDE staff. The funds will be used to support each CTE project as described in Attachment A. CDE will coordinate with CCCCCO for implementation and monitoring of the projects.
2. CDE staff will develop RFAs to allow for competitive application from eligible local educational agencies, as described in the "Eligible Recipients" section of the RFA.
3. CDE staff will arrange for the reading, scoring and awarding of successful applications.
4. CDE staff shall determine the single source project recipients for specific CTE projects.
5. CDE staff will enter into agreements with the projects/funding recipients that outline their scope of work and performance obligations.
6. CDE staff shall monitor success and create a successful practices presentation for CTE conferences and workshops.
7. CDE will monitor projects in accordance with the disbursement schedule in Attachment B.

RCCD Responsibilities

1. RCCD will execute whatever documents it deems necessary, if any, to disburse funds to the identified CTE projects.
2. RCCD will disburse payments for contracts and grants on a schedule as outlined in Attachment B.
3. RCCD will provide accounting reports to CCCCCO and CDE based on an agreed-upon schedule.
4. RCCD staff will be available to meet as needed with CDE and CCCCCO staff to insure effective coordination of program funding, accounting, and auditing.
5. RCCD will not be held liable for any overpayments made to LEAs as a result of following the disbursement schedule and/or instructions received from CDE or CCCCCO.
6. RCCD will receive 3% of the total grant award as an administrative fee for its services as fiscal agent as described in Exhibits A and B.

Term of this Agreement

The term of this agreement will be from May 12, 2008 through December 31, 2009.

Contact Persons

The contact representatives during the term of this Agreement are listed below. Each individual may designate a staff member for day-to-day contact.

Agreement

The undersigned agree to the terms of this agreement on behalf of their organizations:

CCCCO

Jose Millan, Vice Chancellor
California Community Colleges
1102 Q Street
Sacramento, CA 95811

Date

CDE

Patrick Ainsworth, Deputy Superintendent
California Department of Education
1430 N Street
Sacramento, CA 95814

Date

RCCD

Aaron S. Brown, Interim Vice Chancellor,
Administration and Finance
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Date

Attachment A

Descriptions of Projects to be Funded

In-Service Workshops (a - g)

Project Summary:

Development of model CTE courses that meet the “a-g” requirements as college preparatory and that are industry-specific for use in secondary schools statewide.

Project Detail:

The CDE currently contracts with the University of California Office of the President (UCOP) for the maintenance of an online “a-g” interactive guide (on the UCOP Web site). Beginning in May 2008, this single statewide project will provide funding for the UCOP to undertake various activities to expand the development and approval of new college preparatory (“a-g”) courses that integrate CTE with core academic subjects. With CDE direction and support, the UCOP will:

- Promote the development of new secondary CTE courses meeting “a-g” course approval
- Train secondary educators statewide on improving CTE course curricula to meet the “a-g” standards (through in-service educator workshops)
- Expand the number of course curricula available in the “a-g” interactive guide that reflect more CTE sectors integrated with core academic disciplines

CTE Online

Project Summary:

These funds will expand an existing web-based CTE curricula resource developed and managed by Butte County Office of Education. CTE Online provides CTE teachers with resources to improve course content and lesson plan information, including integrating academic and CTE curricula.

Project Detail:

This funding will expand the successful statewide CTE Online pilot project. The new funding will be used in all 15 industry sectors to expand CTE Online - a web-based system for CTE teachers to use in improving course content and lesson plan

development to meet academic and CTE standards. One of the primary components of CTE Online is the capability to identify the academic standards which are being reinforced in the CTE lesson, including an emphasis on the standards used in the California High School Exit Exam (CAHSEE) and statewide testing programs. This proposal will fund regional workshops for teachers and 12 academic master teacher-mentors (Mathematics, Science, English Language Arts) to assist CTE teachers' understanding and ability to demonstrate how academic standards are integrated into their curriculum. CDE has an existing contract with Butte County Office of Education. The existing contract will provide the basis for the new, expanded contract.

California Partnership Academies (CPAs)

Project Summary:

California Partnership Academies (CPA) are "a school within a school." Academy components include rigorous academics with a career focus, a team of teachers, and active business involvement. Funds will be used to:

- (A) support the establishment of 50 new Partnership Academies;
- (B) supplement 55 existing CPAs to strengthen their coordination with community college programs of study; and
- (C) provide professional development resources to all CPAs on how to develop closer alignment and course articulation with community colleges.

Project Detail:

(A) The 50 new California Partnership Academies will be five year programs beginning in the 10th grade and extending through community college degree or certificate completion. These programs contribute to workforce skill development common to industry sectors within a region, and may focus on the technical skills specific to emerging occupations, targeted industries and growing industry clusters, as identified by a regional needs assessment. This approach will prepare more students to continue in postsecondary courses of study and/or to go from high school directly to work in high-skilled, in-demand jobs. Priority will be given to proposals that will be developed on sites which do not have an existing career academy program or small learning community, and which do not have alternative funding sources supporting the program.

(B) Funding will supplement 55 existing CPAs to strengthen their articulation with community colleges.

Strategies that shall be used in the expanded CPA model for both (A) new CPAs and (B) existing CPAs include:

1. Intensive or increased involvement of business and industry in the planning and development of curricula, work-based learning, and pathways to employment and advanced training.

2. Integration of academic and career technical education standards-based curricula and project-based learning.
3. Fully articulated secondary, ROCP, and community college course sequences, pathways, and programs that incorporate work-based learning and lead to occupational certification, high-skilled in-demand employment, and/or degrees.
4. New or improved competency-based student assessment methods including industry-based or validated certificates, portfolios, etc.
5. Support of the small learning communities approach including team teaching, alternative scheduling, forming California Partnership Academy teams of secondary and ROCP teachers, community college faculty, counselors, business and labor representatives, key administrators, and other appropriate stakeholders.
6. Full support of concurrent enrollment opportunities coordinated with participating community colleges. These concurrent enrollment opportunities maximize students' progress through programs to graduation and employment.

K- 12 Health Career Pathways

Project Summary:

This grant program will develop and enhance health care career pathways that will be aligned with community college programs of study. High school and ROCP courses will be articulated with community college entry level courses to assure smooth career pathway transitions for students.

Project Detail:

This project provides funds for establishing new Health Science pathway programs and for enhancing existing Health Science pathway programs. The Health Science and Medical Technology pathways should culminate in an industry certificate or licensure, a health science-related associate degree, and/or a bachelor's degree. These pathways are expected to be ongoing examples of high-quality programs that prepare students to successfully transition into postsecondary education and/or careers in the health-care industry. Successful grantees will be expected to develop standards-based curriculum, develop a coherent sequence of courses, and provide health science content and context inclusive of grades seven through twelve. The grant funds must be spent for establishing new Health Science pathway programs or for enhancing existing Health Science pathway programs within secondary education, including articulation to community college programs, rather than for maintaining existing programs.

Attachment B - Disbursement schedule

Grantee / Contractor	Grant/Contract Amount	Initial Disbursement	Second Disbursement	Final Disbursement
<i>In-Service Workshops (a-g)</i>				
UC Office of the President	\$145,631	\$72,816	0	\$72,815
<i>CTE Online</i>				
Butte County Office of Education	\$485,437	\$242,719	0	\$242,718
<i>California Partnership Academies (CPAs)</i>				
(A) New CPAs (50)				
LEA 1	\$42,000	50%	0	50%
LEA 2, etc.	\$42,000	50%	0	50%
(A) total	\$2,100,000	\$1,050,000		\$1,050,000
(B) Existing CPAs (110)				
LEA 1,	\$12,500	50%	0	50%
LEA 2, etc.	\$12,500	50%	0	50%
(B) total	\$1,375,000	\$687,500		\$687,500
(C) professional development	\$181,311	\$90,656		\$90,655
<i>CPA total</i>	\$3,656,311	\$1,828,156	\$0	\$1,828,155
<i>K-12 Health Career Pathways</i>				
LEA 1	\$ xxx	50%	25%	25%
LEA 2, etc.	\$ xxx	50%	25%	25%
<i>Health pathways total</i>	\$2,427,184	\$1,213,592	\$606,796	\$606,796
Total disbursements	\$6,714,563	\$3,357,283	\$606,796	\$2,750,484

**California Community Colleges Agreement for the
Career Technical Education Initiative (SB 70),
Economic Development and Workforce Preparation Division
Chancellor's Office**

**Riverside Community College District
Grant Agreement No. 07-066-001**

2007-08 Work Statement

Exhibit A

The Career Technical Education (CTE) Initiative, commonly known as SB 70, provides funding to strengthen CTE programs at the secondary and post-secondary levels and to enhance the articulation of such programs between the two segments. Funding for the CTE Initiative in the amount of \$20,000,000 was originally provided by Senate Bill 70 in fiscal year 05-06. In fiscal year 06-07, a \$20,000,000 line item was added to the Community College budget to provide ongoing funding for this initiative.

In fiscal year 07-08, the third year of operation for the SB 70 CTE Initiative, the funding level was significantly increased with the passage of SB 1133, which was also known as the Quality Education Investment Act of 2006 (QEIA). SB 1133 provided \$32,000,000 to the community college system for the CTE Initiative in 07-08, and \$38,000,000 per year thereafter through fiscal year 13-14, in addition to the ongoing \$20,000,000 line item in the budget.

With the expansion of the CTE Initiative funding to \$52 million in 07-08 and then \$58 million thereafter through 13-14, the California Community Colleges Chancellor's Office (CCCCO) developed a comprehensive multi-year spending plan in collaboration with the California Department of Education (CDE) and other stakeholders, including the Department of Finance (DOF), the Legislative Analyst's Office (LAO), and the Office of the Secretary of Education (OSE). Approximately 20 different types of projects were identified for funding, serving a variety of different purposes in enhancing secondary and postsecondary CTE programs and improving articulation between the segments. Many projects were directed toward increasing students' knowledge of CTE and emerging careers, for example, while others seek to increase the number and quality of CTE teachers available at the K-12 level.

Several of the projects were determined to be primarily K-12 focused, with little involvement or oversight necessary by the CCCCCO. However, as the CTE Initiative funding is in the CCCCCO budget rather than CDE's, the mechanism for disbursing funds to the K-12 projects is complicated. It was determined that a community college fiscal agent could best receive the funds from CCCCCO and then disburse them to the appropriate K-12 entities, such as school districts or County Office of Education, collectively known as Local Education Agencies (LEAs). This will occur for fiscal year

07-08 funds only, and DOF has agreed to provide spending authority to CDE in future years to handle the disbursement to K-12 focused projects.

Riverside Community College District (RCCD) has agreed to act as the fiscal agent for the purpose of disbursing 07-08 CTE Initiative funds to LEAs specified by CDE, in collaboration with CCCCCO. The respective roles of RCCD, CDE, and CCCCCO are specified in the attached Memorandum of Understanding (MOU)

The activities to be carried out under this grant shall include all of the following:

I. Distribution of funds

1.1 Fiscal Agent

Riverside Community College District will receive funds from the California Community Colleges Chancellor's Office for distribution to K-12 programs as designated by the Department of Education, and approved by the CCCCCO. Upon notification by CDE of an LEA's non-performance, RCCD will discontinue disbursing funds to any LEA not in compliance. Four types of projects will be eligible for disbursement, with the dollar amounts of each detailed in Exhibit B Grant Budget.

II. Administrative Support

RCCD will provide necessary administrative and fiscal oversight to support the above activities. RCCD shall receive 3% of the total grant award as an administrative fee for its services as fiscal agent.

**California Community Colleges Agreement for the
Career Technical Education Initiative (SB 70),
Economic Development and Workforce Preparation Division
Chancellor's Office**

**Riverside Community College District
Grant Agreement No. 07-066-001**

2007-08 GRANT BUDGET

Exhibit B

			3% admin	Net amount
I.	K-12 Health Career Pathways	\$2,500,000	\$ 72,816	\$2,427,184
II.	California Partnership Academies	\$3,766,000	\$109,689	\$3,656,311
III.	CTE Online	\$ 500,000	\$ 14,563	\$ 485,437
IV.	A-G In-service Workshops	\$ 150,000	\$ 4,369	\$ 145,631
	Administrative Support (3%)		\$ 201,437	
	Net to projects			\$6,714,563
	GRANT TOTAL	\$6,916,000		

**California Community Colleges Agreement for the
Career Technical Education Initiative (SB 70),
Economic Development and Workforce Preparation Division
Chancellor's Office**

**Riverside Community College District
Grant Agreement No. 07-066-001**

2007-08 BUDGET SPECIFICS

Exhibit B (continued)

I. K-12 Health Career Pathways

1.1	K-12 Health Career Pathways	Total	\$2,427,184
-----	-----------------------------	-------	-------------

II. California Partnership Academies

2.1	California Partnership Academies	Total	\$3,656,311
-----	----------------------------------	-------	-------------

III. CTE Online

3.1	CTE Online	Total	\$ 485,437
-----	------------	-------	------------

IV. A-G In-Service Workshops

4.1	A-G In-Service Workshops	Total	\$ 145,631
-----	--------------------------	-------	------------

V. Administrative Support

5.1	Administrative Expenses		
-----	-------------------------	--	--

The Riverside Community College District will provide necessary administrative and fiscal oversight to support disbursements to the above projects. The district shall receive 3% of the total grant award expended as an administrative fee for its services.

		Total	\$ 201,437
--	--	-------	------------

	GRANT TOTAL		\$6,916,000
--	--------------------	--	--------------------

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MORENO VALLEY CAMPUS

Report No.: V-A-6-d

Date: May 20, 2008

Subject: Agreement with Office of Statewide Health Planning and Development for the Physician Assistant Program

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and the Office of Statewide Health Planning and Development. The agreement, totaling \$108,684.00, provides funding to employ a full-time faculty member for the Physician Assistant Program whose responsibility and role it will be to implement a remediation program and provide one-on-one tutorials for at-risk Physician Assistant students. The time period for the agreement is July 1, 2008 through June 30, 2009. Funding source: Song Brown Training Program.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the time period of July 1, 2008 through June 30, 2009, for the amount of \$108,684.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Delores Middleton
Associate Professor, Physician Assistant Program

AGREEMENT NUMBER

08-9039

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development (OSHPD)

CONTRACTOR'S NAME

Riverside Community College District

2. The term of this Agreement is: 07/01/2008 through 06/30/2009

3. The maximum amount of this Agreement is: **\$108,684.00**
 One Hundred Eight Thousand, Six Hundred Eighty-Four Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 01 page(s)

Exhibit B – Budget Detail and Payment Provisions 02 page(s)

Exhibit C* – General Terms and Conditions GTC307

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 02 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 04 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside Community College District

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Aaron S. Brown, Interim Vice Chancellor, Administration and Finance

ADDRESS

4800 Magnolia Avenue
 Riverside, CA 92506

STATE OF CALIFORNIA

AGENCY NAME

OSHPD

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patye Nelson, Interim Contract Services Manager

ADDRESS

400 R Street, Room 359, Sacramento, Ca 95811

California Department of General Services Use Only

Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to the following:
 - A. Under the direction of the Director of the Riverside County Regional Medical Center/Riverside Community College Physician Assistant Program employ a full time faculty member to implement a remediation program and provide one-on-one group tutorials for at risk students.
 - B. Budgeted personnel with anticipated duties:
 1. Faculty Member – Responsible for providing instructional support to the program by implementing the revised remediation program for at risk students; providing didactic lectures to year I students; providing clinical supervision for year II students; tracking student academic progress during year I and year II to ensure immediate remedial interventions are implemented. Participate in community outreach activities.
2. OSHPD agrees to provide:
 - A. The Program Director of the Riverside County Regional Medical Center/Riverside Community College Physician Assistant Program, the current fiscal year's (07-01-2008 to 06-30-2009) master certification form and instructions by September 30th of the current fiscal year.
3. The program representatives during the term of this Contract will be:

State Agency: Office of Statewide Health Planning & Development	Training Program: Riverside County Regional Medical Center/Riverside Community College Physician Assistant Program
Name: Manuela Lachica Program Director	Name: Delores Middleton, MSEd.
Phone: (916) 326-3752	Phone: (951) 571-6166
Fax: (916) 322-2588	Fax: (951) 571-6221
E-mail: mlachica@oshpd.ca.gov	E-mail: delores.middleton@rcc.edu

Direct all Contract inquiries to:

State Agency: OSHPD	Contractor: Riverside Community College District
Section/Unit: Healthcare Workforce Development Division	Section/Unit: N/A
Attention: Melissa Omand Program Analyst	Attention: Richard Keeler Director of Contracts/Grants
Address: 400 R Street Sacramento, CA 95811	Address: 4800 Magnolia Avenue Riverside, Ca 92506
Phone: (916) 326-3753	Phone: (951) 222-8211
Fax: (916) 322-2588	Fax: (951) 222-8055
E-mail: momand@oshpd.ca.gov	E-mail: richard.keeler@rcc.edu

EXHIBIT B

The OSHPD shall reimburse the Contractor for the expenses incurred in providing the services outlined in Exhibit A in accordance with the following schedule:

FISCAL YEAR: 07-01-2008 to 06-30-2009

PERSONNEL SERVICES:

**Total Reimbursement
Not to Exceed:**

Faculty Member
Salary & Benefits

\$92,633

MAJOR EQUIPMENT:

Computer-based tutorial program

\$8,000

Indirect Costs (8% maximum)

\$8,051

Total for Fiscal Year: 07-01-2008 to 06-30-2009

\$108,684.00

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., OSHPD agrees to compensate Riverside Community College District for actual expenditures incurred in accordance with the rates specified in Exhibit B, page 1 of 2.
- B. Charges/rates shall be computed in accordance with the budget on page 1 of Exhibit B. The cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without OSHPD approval so long as the total amount budgeted for the FY is not exceeded.
- C. Quarterly certifications shall include the Contract Number, the names of the people employed under this Contract, and a certification by the Director of the Family Nurse Practitioner Program (original signature) that each person was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:

Melissa Omand, Program Analyst
Song-Brown Training Program
Office of Statewide Health Planning and Development
400 R Street, Room 330
Sacramento, CA 95811

- D. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30th, final certification is due by October 30th). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

2. **Budget Contingency Clause**

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. RESOLUTION OF CONTRACT DISPUTES:

Any dispute arising under this Contract, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHPD) signing this Contract shall be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.
- (D) Binding Arbitration
 - (1) At the option of the parties, binding arbitration of a dispute of grievance may be sought. Each party shall provide written notice to the other of an intention to exercise this provision. Both parties must agree to submit to arbitration. The dispute or grievance shall be resolved by a panel of three (3) experts in the particular field of dispute. Each party shall have the right to select one (1) panelist. If the party does not exercise that right within ten (10) working days after written Contract to submit to arbitration, the other party may select one (1) additional panelist. The selected panel will then select a third member.
 - (2) The panel shall set a hearing day, time and place convenient to both within thirty (30) working days of panel selection. Each party shall submit a written statement to the panel and the opposing party issues and arguments to be presented within five (5) working days of the hearing date. The hearing shall be informal with an opportunity for both parties to present their arguments. A court reporter may be present at the expense of the requesting party. The panel shall provide the parties with a written decision within thirty (30) working days of the hearing. The decision shall be binding on the parties.

EXHIBIT D

- (3) The costs of the arbitration panel shall be borne equally by the parties. At the option of the parties, these costs may be deducted from any balance of the contract funds. Both parties must agree, in writing, to utilize Contract funds to reimburse the arbitration.

EXHIBIT E

ADDITIONAL PROVISIONS

1. Primary Care Physician Assistant Standards Adopted by the California Healthcare Workforce Policy Commission on May 13, 1998.

- I. Each Primary Care Physician Assistant Training Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter "the Act") shall, prior to the initiation of training and the transfer of State funds:
 - A. Meet the standards set forth by the Medical Board of California for the training of Assistants to the Primary Care Physician pursuant to Section 3500, Chapter 7.7, Division 2 of the Business and Professions Code and to Section 1399.500, Article 1-7, Division 13.8, Physician Assistant Examining Committee of the Medical Board of California, Title 16 of the California Code of Regulations.
- II. Each Primary Care Physician Assistant Training Program approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare Primary Care Physician Assistants for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Primary Care Nurse Physician Assistants who are trained in the training program funded by the Act to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the California Healthcare Workforce Policy Commission (hereinafter referred to as "areas of need"). Such strategies shall incorporate the following elements:
 - A. An established procedure to identify, recruit, and admit primary care physician assistant trainees who possess characteristics which would suggest a predisposition to practice in areas of need, and who express a commitment to serve in areas of need.
 - B. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
 - C. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.

EXHIBIT E

2. Family Practice Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on February 16, 2000.

I. Contract Awards

- A. Each contract entered into, pursuant to the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the California Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.
- B. Each contract shall be for a purpose authorized by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Training Programs.
- C. No contracts shall provide for indirect costs in excess of 8% of the amount of total expenditures under the contract.
- D. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Training Programs.
- E. Purpose for Which Contract Funds May be Expended
 - 1. Contract funds may be expended for any purpose which the training institution judges will most effectively advance the education of Primary Care Physician Assistant students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the training institution.
 - 2. Contract funds may be used for expenses incurred for the provision of training, including faculty and staff salaries, necessary alterations and renovations, and supplies and travel directly related to the training program.
 - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.

EXHIBIT E

- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final certification submitted within 120 days of contract's end to the Healthcare Workforce Development Division. The certification shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this Contract, and costs to the Contractor for the services for which reimbursement is sought. The required certification format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission. Transfer of funds between budget categories is permitted only with express written permission of the Deputy Director of the Healthcare Workforce Development Division, and only when not prohibited by other provisions of these Contract Criteria.

III. Accounting Records and Audits

A. Accounting

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the primary care nurse practitioner training program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

B. Expenditure Reporting

Reports of training program expenditures and enrollment of nurse practitioner students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

EXHIBIT E

C. Record Retention and Audit

1. The training institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.
4. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
 - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the training institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the training institution of the certification or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No.: V-A-6-e

Date: May 20, 2008

Subject: Agreement and Memorandum of Understanding with Riverside County Office of Education

Background: Attached for the Board's review and consideration is an agreement and Memorandum of Understanding between Riverside Community College District and Riverside County Office of Education (RCOE), Superintendent of Schools to provide additional emancipation services to current foster youth. Beginning June 1, 2008 through June 30, 2009, the funding in the amount of \$146,250.00 will provide for two more Emancipation Coaches. Having additional coaches will make it possible to enhance the level of services our Independent Living Program already provides to current and former foster youth in Riverside County. These services include workshops to reinforce basic competencies in areas of education, employment and career development, sources of community-based assistance, daily living skills, financial resource development, and identifying housing resources. The salary for the two additional emancipation coaches, associated benefits, cellular telephone service, and mileage will be reimbursed by RCOE on a quarterly basis. There will be no cost to the District. Funding source: Riverside County Office of Education.

Recommended Action: It is recommended that the Board of Trustees approve the agreement and memorandum of understanding, for the period of June 1, 2008 through June 30, 2009, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement and memorandum.

James L. Buysse
Interim Chancellor

Prepared by: Shelagh Camak
Executive Dean, Workforce Development

Michael Wright
Director, Workforce Preparation Grants and Contracts

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

AGREEMENT FOR EMANCIPATION COACHING SERVICES

This Agreement, made and entered into June 1, 2008 by and between Riverside County Superintendent of Schools, hereinafter referred to as the "SUPERINTENDENT," and Riverside Community College District, hereinafter referred to as the "DISTRICT"; whereas the SUPERINTENDENT and DISTRICT have executed a MOU dated June 1, 2008;

W I T N E S S E T H :

1. The DISTRICT agrees to provide emancipation coaching services, for students of Riverside County for the period June 1, 2008 through June 30, 2009.
2. The DISTRICT further represents that the instructor holds the proper credentials authorizing such services.
3. The SUPERINTENDENT agrees to reimburse the DISTRICT in accordance with Exhibit A.

Salary and fringe benefits are based on COLA plus 1.00% with any additional change due to negotiations.

4. In no event shall the total dollar amount paid under this agreement exceed the sum of \$146,250.00 without a written modification to the contract.
5. All monies accruing to the DISTRICT from the SUPERINTENDENT under the terms of this agreement shall be payable upon receipt of a quarterly invoice. All invoices and correspondence must reference contract number.
6. The term of this agreement shall be from June 1, 2008 to and including June 30, 2009.
7. It is agreed that the DISTRICT or any employee or agent of the DISTRICT is acting as an independent contractor and not as an agent or employee of the said SUPERINTENDENT.
8. The DISTRICT certifies that the DISTRICT is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.
9. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and

employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.

- 10. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without the prior written consent of the SUPERINTENDENT.
- 11. The DISTRICT and all of the DISTRICT's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 12. This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
 - a. Increases in dollar amounts.
 - b. Administrative changes.
 - c. Changes as required by law.

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

Riverside County
Superintendent of Schools

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Signed _____
Authorized Signature

Signed _____
Aaron S. Brown, Interim Vice Chancellor,
Administration and Finance

Date _____

Date _____

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

MEMORANDUM OF UNDERSTANDING

By and Between

Riverside County Superintendent of Schools and Riverside Community College District

This memorandum of understanding is entered into by and between Riverside County Superintendent of Schools hereinafter referred to as SUPERINTENDENT and the RIVERSIDE COMMUNITY COLLEGE DISTRICT hereinafter referred to as DISTRICT.

Whereas, Education Code 42920 stipulates any County Office of Education may apply for grant funding to operate an education based foster youth services program to provide educational and support services for children who reside in a licensed foster home or county-operated juvenile detention facility.

Whereas, Education Code 42920 stipulates that foster youth service programs operated pursuant to this chapter shall provide, or arrange for the referral to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following: A) Mentoring. B) Counseling. C) Transitioning services D) Emancipation services.

The purpose of Riverside County Office of Education's Foster Youth Service Program is to provide education and support services to foster children residing in licensed foster homes or county operated juvenile detention facilities.

There are 3 distinct components; 1) Provide advocacy and direct services to support the educational success of foster youth attending school in the respective school districts through out Riverside County. 2) Collaborate with local agencies and service providers to insure that foster youth receive needed educational support services; and 3) Ensure Juvenile detention foster youth access to comprehensive educational and support services that address transition from juvenile court schools to appropriate school placement within their community of residence.

The intent of the MOU between SUPERINTENDENT and District's Independent Living Program is to expand support services to current and former foster youth ages 16-22 as well as detention facility foster youth living through out Riverside County.

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

SUPERINTENDENT desires to enter into a collaborative relationship with the District to acquire Emancipation services for those foster youth participating in appropriate SUPERINTENDENT programs.

SUPERINTENDENT will be responsible for funding costs associated with employing Emancipation Coach described in Exhibit A. Job Description for DISTRICT'S Emancipation Coach is displayed as Exhibit B.

Scope of Work: District will make all appropriate services available to eligible ILP youth to instruct, implement, and reinforce the core competencies identified by individual need and goals as documented in each youth's transitional plan. The core competencies include but are not limited to the following:

- Education – Educational options appropriate for the youth will be developed and discussed. The youth will be provided information and assistance in identifying and applying for financial aid.
- Employment and Career Development – Youth will be assisted in obtaining appropriate employment prior to emancipation that will provide a self-sufficient wage. Youth will be provided the opportunity to explore career options and associated educational requirements.
- Community Services – Youth will be provided information and assistance in identifying, selecting, and obtaining appropriate and necessary community-based services to promote health, safety, and self-sufficiency.
- Daily Living Skills – Youth will be provided instruction in Daily Living Skills and afforded a safe environment in which these skills can be implemented leading to self-sufficiency.
- Financial Resources Development – Youth will be provided instruction and have the opportunity to practice being financially responsible. Instruction will include but not limited to the handling bank accounts, renting apartments, starting utility services, and budgeting.
- Housing Resources – Youth will be provided information on available affordable housing options. Where appropriate, youth will receive assistance in completing housing applications.

Case records will be maintained for each youth served identifying the services provided and the general status of the youth, with regard to meeting their Independent Living Plan goal. Access to case records maintained by District shall be provided to facilitate Superintendent's reporting requirement. District shall support Superintendent in the gathering of data for State report requirements.

District shall report immediately any child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166. The Contractor performing services under this agreement shall report elder and dependent adult abuse pursuant to Welfare and Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

District will be responsible for all recruitment, employment support, management, professional development and evaluation of District employee tasked with providing services defined in Exhibit B,

Superintendent shall indemnify and hold DISTRICT, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, volunteers, subcontractors or independent contractors for property damage, bodily injury or death or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on DISTRICT by the provisions of California Government Code Section 895.2 or other applicable laws; and Superintendent shall defend at its expense, including attorney fees, DISTRICT, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

DISTRICT shall indemnify and hold SUPERINTENDENT, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, volunteers, subcontractors or independent contractors for property damage, bodily injury or death or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed SUPERINTENDENT by the provisions of California Government Code Section 895.2 or other applicable laws; and DISTRICT shall defend at its expense, including attorney fees, SUPERINTENDENT, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

The Parties, at their sole cost and expense, shall insure their activities in connection with this Agreement by maintaining insurance coverage as follows: General Liability Insurance Program with a limit of not less than \$1,000,000 per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Workers' Compensation and Employment Liability Insurance covering their respective employees, for full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

It should be expressly understood, however, that the coverage's and limits required under this paragraph shall not in any way limit the liability of the DISTRICT and SUPERINTENDENT.

The coverage's referred to under this paragraph shall include the other parties of the Agreement as additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of DISTRICT and SUPERINTENDENT, its officers, agents or employees. Provider, upon the execution of this Agreement, shall furnish the other parties of the Agreement with Certificates of Insurance evidencing compliance with all requirements. Further, coverage's referred to above may be provided by a policy of insurance, self-insurance, through a Joint Powers Authority, or any combination thereof.

The parties agree that they do not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation.

No addition to, or alteration of the terms of this Memorandum of Understanding, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Memorandum of Understanding which is formally approved and executed by all parties.

This Memorandum of Understanding 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 therewith.

The term of this Memorandum of Understanding shall be from June 1, 2008, to and including June 30, 2009.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Memorandum of Understanding on the dates indicated below.

Riverside County Superintendent of Schools
By:

Riverside Community College District
By: Aaron S. Brown, Interim Vice Chancellor
Administration and Finance

Date:

Date:

Exhibit A
Budget June 1, 2008 - June 30, 2009

Riverside County Office of Education Foster Services Unit to fund two (2) Emancipation Coaches	\$93,736.00
Fixed Benefits	\$16,060.00
H.W.	\$26,000.00
In addition, mileage reimbursement for face to face direct contact with ILP youth and access to District Cell phone and monthly cell service.	\$10,454.00
The maximum dollar amount for consideration for 2 emancipation coaches is	<u>Funding Year June 1, 2008-June 30,2009</u> <u>\$146,250.00</u>

EXHIBIT B

RIVERSIDE COMMUNITY COLLEGE DISTRICT CLASSIFIED POSITION DESCRIPTION

EMANCIPATION COACH (Foster Youth Emancipation Program)

DEFINITION

Under the general supervision of the Associate Vice Chancellor of Workforce Development or designee, the Emancipation Coach is responsible for providing a broad range of services to support pre-emancipated and emancipated foster youth in Riverside County. Responsibilities include: establish and maintain contact with the youth and provide necessary services and resources to ensure success within the program; assist with career/vocational and academic advising; assist students in removing barriers to academic success; develop and implement recruitment and retention strategies; and design and deliver workshops and training sessions.

TYPICAL TASKS

1. Advises students on program requirements and provisions.
2. Coordinates required events to facilitate education and employment resources.
3. Works collaboratively with program faculty and other departments to develop strategies for keeping at-risk students in class.
4. Provides support and referrals for students experiencing family, personal, or economic crises which may impact school performance.
5. Develops and facilitates workshop orientation meetings on various topics such as time management, study strategies, goal setting, learning styles, career planning, and communication skills.
6. Consults with a variety of social service agencies in the community to explain general program requirements, or to address individual student progress or needs.
7. Develops, implements, and maintains marketing, recruitment, and retention strategies for assigned program.
8. Creates brochures, orientation materials, forms, and documents for distribution and presentation.
9. Coordinates activities to introduce students to available community services and campus resources.
10. Makes presentations to schools, community organizations, churches, and other groups to explain the program.
11. Establishes and maintains an active case file on each enrolled student; keeps accurate case notes and documentation.
12. Provides statistical information and summarizes information in reports as needed; submits required paperwork according to specified timelines.
13. Performs related duties as assigned.

EMPLOYMENT STANDARDS

An associate's degree, with an emphasis in psychology, sociology, social work, or a related field and two years of related work experience in an educational or social service field are required. Possession of a bachelor's degree in social or behavioral sciences is desired.

Knowledge of: modern office procedures, principles of coaching and training; correct English usage; skills in oral and written communication. Ability to: understand, interpret, and apply Department of Social Services, California public school and college policies, rules, and regulations; use a computer; work with at-risk and culturally diverse student populations; work with students in advising and

developing goals; assess student needs and coordinate educational and community-based services;
manage caseload and case files; establish and maintain effective interpersonal relationships.

Must show evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic background of community college students (E. C. 87360a).

BUJD252
09/05

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-f

Date: May 20, 2008

Subject: Purchase Using California Multiple Award Schedule (CMAS)

Background: The California Multiple Award Schedule (CMAS) maintain 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 equipment in accordance with Public Contract Code Section 20652.

Listed below are the CMAS contracts:

<u>Vendor</u>	<u>Contract #</u>	<u>Description</u>	<u>Total</u>
Spinitar	3-01-58-0077C	Rich Media Racks Audio Visual Communications Equipment	\$ 77,189
Dell	3-94-70-0012	Personal Computers & Monitors	<u>94,987</u>
		Total	<u>\$172,176</u>

These contracts will be funded from the General Operating Resource (Fund 11, Resource 1000).

Recommended Action: It is recommended that the Board of Trustees approve using the California Multiple Award Schedule (CMAS) contracts to purchase equipment from Spinitar and Dell in the total amount of \$172,176 for the Digital Library.

James L. Buysse
Interim Chancellor

Prepared by: Becky Elam
Vice President, Business Services - Riverside

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MORENO VALLEY CAMPUS

Report No.: V-A-6-g

Date: May 20, 2008

Subject: Agreement between Riverside Community College District and the
County of Riverside

Background: Attached for the Board's review and consideration is an 18-month extension of an expired Operational Agreement, between Riverside Community College District and the County of Riverside. The extension from July 1, 2007 through December 31, 2008 will continue the terms in which the County agreed to supply office space and classroom and laboratory facilities to RCCD to teach administration of justice, fire technology, and emergency medical services courses at the County's Ben Clark Training Center (BCTC).

Recommended Action: It is recommended that the Board of Trustees ratify the extension of the expired agreement with its terms retroactively from July 1, 2007 through December 31, 2008, and authorize the Interim Vice Chancellor, Administration and Finance to sign the agreement.

James L. Buysse
Interim Chancellor

Prepared by: Cordell A. Briggs
Interim Dean, Public Safety Education and Training

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND THE COUNTY OF RIVERSIDE

Ben Clark Public Safety Training Center
3423 Davis Avenue, Riverside CA 92518-1544

THIS AGREEMENT is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter "RCCD," and the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

1. AGREEMENT

Recognizing RCCD Board Resolution 10-96/97, the County agrees to supply office space, adequate classroom and laboratory facilities to RCCD for the purpose of teaching criminal justice, fire technology, and emergency medical services classes at its facilities known as the Ben Clark Public Safety Training Center (CTC) or other locations as deemed appropriate by County and RCCD. The County further agrees to supply props, material, and equipment utilized while conducting criminal justice, fire technology, and emergency medical services courses at the Ben Clark Public Safety Training Center, excluding normal office and administrative supplies and materials.

2. TERM

The term of this agreement shall be from July 1, 2007 through December 31, 2008.

3. PAYMENT BASIS

RCCD agrees to compensate the County at rates established and adopted by the County Board of Supervisors that shall include all allowable direct and indirect costs. RCCD shall be notified of any proposed change in the rates to be charged prior to their submittal to the Board of Supervisors for adoption, and RCCD shall be given an opportunity to review the proposed change with County personnel. RCCD shall, thereafter, be notified of adoption by County of the rates to be charged RCCD, and the new rates shall take effect on the same dates as County incurs the associated costs.

4. COMPENSATION FOR CLASSROOMS AND LABORATORY FACILITIES

The administrative fee provided herein is the cost of the shared use of the facilities in the administration of RCCD's academic programs. The administrative fee shall be \$1.34 charged per student contact hour for the fiscal year. Billing and payment for the fee shall be quarterly.

5. IMPROVEMENTS

5.1 No improvements, alterations or installations of fixtures by RCCD are contemplated during this agreement or any extension thereof; provided, however, in the event RCCD

desires to make any improvements, alterations or installations of fixtures, it shall first obtain County's written consent to do so after it has submitted proposed plans therefore to County in writing.

5.2 Any improvements which are made, and fixtures installed, or caused to be made and installed, by RCCD shall become the property of county with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At or prior to the expiration of this agreement, RCCD may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the premises, or in the event it does, RCCD shall restore the premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, County may, at its election, either: (1) remove and store such fixtures and restore the premises for the account of RCCD, and in such event, RCCD shall within thirty (30) days after billing and accounting therefore reimburse County of the costs so incurred, or (2) take and hold such fixtures as its sole property

6. SIGNS

RCCD shall not erect, maintain or display any signs or other forms of advertising upon the premises without first obtaining the written approval of County, which approval shall not be unreasonably withheld.

7. FURNITURE AND EQUIPMENT

County shall provide furniture in the classroom areas. RCCD shall have the right to install portable equipment and fixtures as may be required for its use. Such equipment shall remain the property of RCCD.

8. INGRESS AND EGRESS

RCCD shall be permitted ingress and egress to and from the premises through such doors and routes as are designated by the County.

9. CUSTODIAL MAINTENANCE

9.1 County shall provide for custodial services in connection with the premises.

9.2 County shall be responsible for maintaining the premises in good working order and repair.

10. UTILITIES

County shall provide, or cause to be provided, all utility services, including, but not limited to, electric, water, gas, refuse collection and sewer services, as may be required in the maintenance, operation and use of the premises.

11. INSPECTION OF PREMISES

County, through its duly authorized agents, shall have, at any time during normal business hours, the right to enter the premises used by RCCD for the purpose of inspecting, monitoring and evaluating the obligations of RCCD hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this agreement.

12. QUIET ENJOYMENT

RCCD shall have, hold and quietly enjoy the use of the premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this agreement.

13. COMPLIANCE WITH GOVERNMENT REGULATIONS

RCCD shall, at RCCD's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the premises. The final judgment, decree or order of any Court of competent jurisdiction or admission of RCCD in any action or proceedings against RCCD, whether RCCD be a party thereto or not, that RCCD has violated any such statutes, regulations, rules, or ordinances, or orders, in the use of the premises, shall be conclusive of that fact as between County and RCCD.

14. TERMINATION BY COUNTY

County shall have the right to terminate this agreement forthwith:

14.1 In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of RCCD as a debtor.

14.2 In the event that RCCD makes a general assignment or RCCD's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

14.3 In the event of abandonment of the premises by RCCD.

14.4 In the event RCCD fails or refuses to meet any of its obligations, hereunder or as otherwise provided by law.

14.5 Subject to ninety (90) days written notice thereof to RCCD.

15. TERMINATION BY RCCD

Notwithstanding the provisions of Paragraph 14 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

16. INSURANCE

RCCD shall, during the term of this agreement:

16.1 Procure and maintain Worker's Compensation Insurance as prescribed by the laws of the State of California.

16.2 Procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from RCCD's use of the premises or the performance of its obligations hereunder, whether such use or performance be by RCCD, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name County as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.

16.3 Cause its insurance carriers to furnish County by direct mail with Certificate(s) of Insurance showing that such insurance is in full force and effect and that County is named as additional insured with respect to this agreement and the obligations of RCCD hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to County prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modification, cancellation or reduction in coverage and on the effective date thereof, this agreement shall terminate forthwith, unless County receives prior to such effective date another certificate from an insurance carrier of RCCD's choice that the insurance required herein is in full force and effect.

16.4 The above Insurance requirements may be met with a program of self-insurance

16.5 The specified insurance limits required in Paragraph 16 herein shall in no way limit or circumscribe RCCD's obligations to indemnify and hold County free and harmless herein.

17. HOLD HARMLESS

17.1 Indemnification by RCCD. RCCD shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RCCD, its officers, agents, employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and RCCD shall defend at its expense, including attorney fees, County, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

17.2 Indemnification by County. County shall indemnify and hold RCCD, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, arising out of the performance of this Agreement to the extent that such liability is imposed on RCCD by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

18. ASSIGNMENT

RCCD cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without the written consent of County being first obtained.

19. FREE FROM LIENS

RCCD shall pay, when due all sums of money that may become due for any labor, services, material, supplies, or equipment alleged to have been furnished or to be furnished to RCCD, in, upon, or about the premises, and which may be secured by a mechanics', material men's, or other lien against the premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due: provided, however, that if RCCD desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires then in such event, RCCD shall forthwith pay and discharge said judgment.

20. EMPLOYEES AND AGENTS OF RCCD

It is understood and agreed that all persons hired or engaged by RCCD shall be considered to be employees or agents of RCCD and not of County.

21. BINDING ON SUCCESSORS

RCCD, its assignees and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

22. WAIVER OF DEFAULT

Any waiver by County of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of county to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or estopping County from enforcement hereof.

23. SEVERABILITY

The invalidity of any provision in this agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

24. VENUE

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

25. ATTORNEY'S FEES

In the event of any litigation or arbitration between RCCD and County to enforce any of the provisions of this agreement or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.

26. NOTICES

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

County:
Stanley L. Sniff Jr., Sheriff
P. O. Box 512
Riverside, CA 92502

RCCD:
Aaron S. Brown, Interim Vice Chancellor,
Administration & Finance
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

or to such other addresses as from time to time shall be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, CA 92501

27. COUNTY'S REPRESENTATIVE

County hereby appoints the Sheriff as its authorized representative to administer this agreement.

28. ENTIRE AGREEMENT

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understanding, oral or written, in connection herewith. This agreement may be changed or modified only upon the written consent of the parties hereto.

IN WITNESS WHEREOF, the undersigned warrant that they are duly authorized representatives of the parties hereto with all powers required to execute this Agreement of the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: _____

By: _____

Aaron S. Brown
Interim Vice Chancellor, Administration and Finance

ATTEST:

Name:

Title:

By: _____

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

ATTEST:

NANCY ROMERO

Clerk of the Board

By:

(Deputy)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: May 20, 2008

Subject: Authorization to Encumber Funds – Resolution No. 48-07/08

Background: In order to issue purchase orders and encumber funds prior to July 1, for fiscal year 2008-2009, the Riverside County Office of Education annually requests that a resolution be adopted by the Board of Trustees. This will allow: 1) departments to submit FY 2008-2009 purchase requisitions now, 2) the Purchasing Manager to issue FY 2008-2009 purchase orders in mid-June, and 3) departments to receive goods and services as early as July 1, 2008.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 48-07/08, Authorization to Encumber Funds, and authorize the Secretary of the Board of Trustees to sign the Resolution.

James L. Buysse
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 48-07/08

Authorization to Encumber Funds

WHEREAS the Riverside Community College District has determined that it has a need to issue purchase orders for the following fiscal year prior to July 1, in certain unique circumstances where there are requirements for items or services immediately after the beginning of the new fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District authorizes the following positions to sign and approve requests for purchase orders:

James L. Buysse, Interim Chancellor
Aaron S. Brown, Interim Vice Chancellor, Administration & Finance
Patricia Braymer, Interim Associate Vice Chancellor, Finance
Ed Godwin, Director, Administrative Services
Doretta Sowell, Purchasing Manager

BE IT FUTHER RESOLVED that the positions listed above will be responsible to ensure that funds will be budgeted in the following fiscal year for the items or services ordered in advance of the beginning of the following fiscal year.

PASSED AND ADOPTED this 20th day of May, 2008

Janet Green
Secretary, Board of Trustees
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 20, 2008

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2007 through April 30, 2008. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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

ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 20, 2008

Subject: Monthly Financial Report (continued)

Information Only.

James L. Buysse
Interim Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 133,846,616	\$ 134,906,283	\$ 134,918,383	\$ 113,524,065
Intrafund Transfer from				
District Bookstore (Resource 1110)	380,000	150,000	150,000	112,500
Interfund Transfer from				
Self-Funded Equipment and				
Facility Projects (Resource 4150)	15,985	0	0	0
Total Revenues	<u>\$ 134,242,601</u>	<u>\$ 135,056,283</u>	<u>\$ 135,068,383</u>	<u>\$ 113,636,565</u>
Expenditures				
Academic Salaries	\$ 62,474,972	\$ 67,313,826	\$ 67,241,670	\$ 51,450,661
Classified Salaries	25,673,167	30,199,160	30,081,336	23,253,405
Employee Benefits	21,997,183	24,814,922	24,814,922	18,189,293
Materials & Supplies	2,037,221	2,416,905	2,556,423	1,851,382
Services	12,755,943	15,258,117	14,919,484	8,793,868
Capital Outlay	1,914,802	2,421,376	2,822,571	1,131,893
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	588,641	665,157	665,157	498,868
Customized Solutions (Resource 1170)	0	173,470	173,470	0
Federal Work Study (Resource 1190)	171,948	176,859	176,859	143,487
Instr. Equipment Match (Resource 1190)	224,421	86,267	86,267	64,700
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,943
Interfund Transfer to:				
Resource 3300	220,000	240,000	240,000	180,000
Resource 6100	250,000	250,000	250,000	187,500
Total Expenditures	<u>\$ 128,501,555</u>	<u>\$ 144,209,316</u>	<u>\$ 144,221,416</u>	<u>\$ 105,890,000</u>
Revenues Over (Under) Expenditures	\$ 5,741,046	\$ (9,153,033)	\$ (9,153,033)	\$ 7,746,566
Beginning Fund Balance	<u>12,835,471</u>	<u>18,576,517</u>	<u>18,576,517</u>	<u>18,576,517</u>
Ending Fund Balance	<u>\$ 18,576,517</u>	<u>\$ 9,423,484</u>	<u>\$ 9,423,484</u>	<u>\$ 26,323,082</u>
Ending Cash Balance				<u>\$ 28,303,686</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 operational costs that are split between Parking and College Safety and Police, and 100% of capital outlay costs that directly benefit parking operations.

Fund 12, Resource 1050 - Parking

	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,848,778	\$ 1,962,282	\$ 1,962,282	\$ 1,498,419
Expenditures				
Classified Salaries	\$ 1,332,798	\$ 1,149,907	\$ 1,139,557	\$ 903,473
Employee Benefits	378,658	317,474	317,474	227,406
Materials & Supplies	92,630	93,161	92,406	54,561
Services	293,834	332,003	337,020	178,287
Capital Outlay	192,055	60,000	66,088	22,852
Total Expenditures	\$ 2,289,975	\$ 1,952,545	\$ 1,952,545	\$ 1,386,579
Revenues Over (Under) Expenditures	\$ (441,197)	\$ 9,737	\$ 9,737	\$ 111,840
Beginning Fund Balance	604,625	163,428	163,428	163,428
Ending Fund Balance	\$ 163,428	\$ 173,165	\$ 173,165	\$ 275,268
Ending Cash Balance				\$ 294,111

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED APRIL 30, 2008

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,090,030	\$ 1,156,446	\$ 1,156,446	\$ 987,472
Expenditures				
Academic Salaries	\$ 131,399	\$ 157,227	\$ 157,227	\$ 109,683
Classified Salaries	347,404	588,770	514,835	358,896
Employee Benefits	92,610	170,913	170,913	97,207
Materials & Supplies	46,977	94,565	119,248	68,293
Services	160,429	193,187	231,539	117,735
Capital Outlay	53,561	60,078	70,978	16,266
Total Expenditures	\$ 832,380	\$ 1,264,740	\$ 1,264,740	\$ 768,080
Revenues Over (Under) Expenditures	\$ 257,650	\$ (108,294)	\$ (108,294)	\$ 219,392
Beginning Fund Balance	668,716	926,366	926,366	926,366
Ending Fund Balance	\$ 926,366	\$ 818,072	\$ 818,072	\$ 1,145,758
Ending Cash Balance				\$ 1,148,387

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 825,193	\$ 907,710	\$ 907,710	\$ 752,563
Expenditures				
Academic Salaries	\$ 3,910	\$ 4,104	\$ 4,104	\$ 3,431
Classified Salaries	306,110	303,731	303,731	252,256
Employee Benefits	67,626	70,579	70,579	55,451
Materials & Supplies	8,774	12,500	11,773	9,875
Services	503,511	487,655	498,655	359,490
Capital Outlay	2,171	0	727	728
Total Expenditures	\$ 892,102	\$ 878,569	\$ 889,569	\$ 681,231
Revenues Over (Under) Expenditures	\$ (66,909)	\$ 29,141	\$ 18,141	\$ 71,332
Beginning Fund Balance	86,387	19,478	19,478	19,478
Ending Fund Balance	\$ 19,478	\$ 48,619	\$ 37,619	\$ 90,810
Ending Cash Balance				\$ 87,320

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 608,208	\$ 797,140	\$ 797,140	\$ 724,156
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	144,943
Total Revenues	<u>\$ 801,465</u>	<u>\$ 990,397</u>	<u>\$ 990,397</u>	<u>\$ 869,099</u>
Expenditures				
Classified Salaries	\$ 274,193	\$ 329,455	\$ 325,363	\$ 271,448
Employee Benefits	95,048	104,681	104,681	79,499
Materials & Supplies	35,542	39,385	33,347	28,235
Services	473,748	497,060	507,190	441,865
Capital Outlay	1,525	3,000	3,000	2,558
Total Expenditures	<u>\$ 880,056</u>	<u>\$ 973,581</u>	<u>\$ 973,581</u>	<u>\$ 823,605</u>
Revenues Over (Under) Expenditures	\$ (78,591)	\$ 16,816	\$ 16,816	\$ 45,494
Beginning Fund Balance	<u>(658,193)</u>	<u>(736,784)</u>	<u>(736,784)</u>	<u>(736,784)</u>
Ending Fund Balance	<u>\$ (736,784)</u>	<u>\$ (719,968)</u>	<u>\$ (719,968)</u>	<u>\$ (691,290)</u>
Ending Cash Balance				<u>\$ (688,153)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 852,611	\$ 877,669	\$ 877,669	\$ 641,821
Expenditures				
Services	\$ 37,418	\$ 42,449	\$ 42,449	\$ 31,780
Interfund Transfer to Food Services (Resource 3200)	506,930	676,930	676,930	507,698
Intrafund Transfer to General Operating (Resource 1000)	380,000	150,000	150,000	112,500
Total Expenditures	\$ 924,348	\$ 869,379	\$ 869,379	\$ 651,978
Revenues Over (Under) Expenditures	\$ (71,737)	\$ 8,290	\$ 8,290	\$ (10,157)
Beginning Fund Balance	108,464	36,727	36,727	36,727
Ending Fund Balance	\$ 36,727	\$ 45,017	\$ 45,017	\$ 26,570
Ending Cash Balance				\$ 26,571

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 199,063	\$ 516,196	\$ 597,171	\$ 126,669
Intrafund Transfer from General Operating (Resource 1000)	0	173,470	173,470	0
Total Revenue	<u>\$ 199,063</u>	<u>\$ 689,666</u>	<u>\$ 770,641</u>	<u>\$ 126,669</u>
Expenditures				
Academic Salaries	\$ 400	\$ 2,100	\$ 2,100	\$ 400
Classified Salaries	128,177	98,609	98,609	81,281
Employee Benefits	40,833	33,340	33,340	24,734
Materials & Supplies	12,337	46,400	48,290	3,496
Services	130,549	344,538	423,623	122,892
Total Expenditures	<u>\$ 312,296</u>	<u>\$ 524,987</u>	<u>\$ 605,962</u>	<u>\$ 232,803</u>
Revenues Over (Under) Expenditures	\$ (113,233)	\$ 164,679	\$ 164,679	\$ (106,134)
Beginning Fund Balance	266,715	153,482	153,482	153,482
Ending Fund Balance	<u>\$ 153,482</u>	<u>\$ 318,161</u>	<u>\$ 318,161</u>	<u>\$ 47,348</u>
Ending Cash Balance				<u>\$ 49,723</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,255,302	\$ 1,318,000	\$ 1,318,000	\$ 465,261
Expenditures				
Services	\$ 143,664	\$ 156,300	\$ 156,300	\$ 117,162
Total Expenditures	\$ 143,664	\$ 156,300	\$ 156,300	\$ 117,162
Revenues Over (Under) Expenditures	\$ 1,111,638	\$ 1,161,700	\$ 1,161,700	\$ 348,099
Beginning Fund Balance	3,001,510	4,113,148	4,113,148	4,113,148
Ending Fund Balance	<u>\$ 4,113,148</u>	<u>\$ 5,274,848</u>	<u>\$ 5,274,848</u>	<u>\$ 4,461,247</u>
Ending Cash Balance				<u>\$ 3,506,272</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,021,341	\$ 24,257,196	\$ 26,795,733	\$ 15,517,673
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	588,641	665,157	665,157	498,868
For Federal Work Study	171,948	176,859	176,859	143,487
For Instructional Equipment	224,421	86,267	86,267	64,700
Total Revenues	<u>\$ 20,006,351</u>	<u>\$ 25,185,479</u>	<u>\$ 27,724,016</u>	<u>\$ 16,224,728</u>
Expenditures				
Academic Salaries	\$ 3,429,668	\$ 4,889,195	\$ 5,278,435	\$ 2,899,565
Classified Salaries	6,014,815	7,212,170	7,983,404	5,446,689
Employee Benefits	2,592,689	3,248,199	3,406,736	2,163,722
Materials & Supplies	1,676,172	2,112,016	2,317,211	583,608
Services	2,742,952	5,657,794	5,827,326	1,833,465
Capital Outlay	3,205,896	1,850,268	2,558,095	958,551
Scholarships	20,700	15,381	25,100	17,100
Student Grants (Financial, Book, Meal, Transportation)	323,459	200,456	327,709	264,667
Total Expenditures	<u>\$ 20,006,351</u>	<u>\$ 25,185,479</u>	<u>\$ 27,724,016</u>	<u>\$ 14,167,367</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 2,057,361
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>\$ 2,057,361</u>
Ending Cash Balance				<u>\$ 1,926,521</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,250,905	\$ 1,343,819	\$ 1,343,819	\$ 976,767
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	506,930	676,930	676,930	507,697
Total Revenues	<u>\$ 1,757,835</u>	<u>\$ 2,020,749</u>	<u>\$ 2,020,749</u>	<u>\$ 1,484,464</u>
Expenditures				
Classified Salaries	\$ 663,563	\$ 702,807	\$ 702,807	\$ 516,108
Employee Benefits	246,878	263,962	263,962	189,509
Materials & Supplies	735,849	749,497	749,497	541,987
Services	232,540	285,693	285,693	210,146
Capital Outlay	4,538	6,552	6,552	0
Total Expenditures	<u>\$ 1,883,368</u>	<u>\$ 2,008,511</u>	<u>\$ 2,008,511</u>	<u>\$ 1,457,750</u>
Revenues Over (Under) Expenditures	\$ (125,533)	\$ 12,238	\$ 12,238	\$ 26,714
Beginning Fund Balance	<u>227,274</u>	<u>101,741</u>	<u>101,741</u>	<u>101,741</u>
Ending Fund Balance	<u>\$ 101,741</u>	<u>\$ 113,979</u>	<u>\$ 113,979</u>	<u>\$ 128,455</u>
Ending Cash Balance				<u>\$ 114,940</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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

	<u>Fund 33, Resource 3300 - Child Care</u>			
	Prior Year Actuals <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,251,149	\$ 1,333,101	\$ 1,393,219	\$ 1,102,897
Interfund Transfer from General Operating (Resource 1000)	<u>220,000</u>	<u>240,000</u>	<u>240,000</u>	<u>180,000</u>
Total Revenues	<u>\$ 1,471,149</u>	<u>\$ 1,573,101</u>	<u>\$ 1,633,219</u>	<u>\$ 1,282,897</u>
Expenditures				
Academic Salaries	\$ 964,852	\$ 995,896	\$ 995,896	\$ 769,606
Classified Salaries	168,604	227,414	227,414	189,384
Employee Benefits	200,179	217,084	217,084	154,149
Materials & Supplies	54,888	72,800	75,225	43,474
Services	56,013	84,740	92,098	57,150
Capital Outlay	<u>851</u>	<u>0</u>	<u>50,335</u>	<u>0</u>
Total Expenditures	<u>\$ 1,445,387</u>	<u>\$ 1,597,934</u>	<u>\$ 1,658,052</u>	<u>\$ 1,213,763</u>
Revenues Over (Under) Expenditures	\$ 25,762	\$ (24,833)	\$ (24,833)	\$ 69,134
Beginning Fund Balance	<u>99,379</u>	<u>125,141</u>	<u>125,141</u>	<u>125,141</u>
Ending Fund Balance	<u>\$ 125,141</u>	<u>\$ 100,308</u>	<u>\$ 100,308</u>	<u>\$ 194,275</u>
Ending Cash Balance				<u>\$ 205,801</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,634,375	\$ 2,343,802	\$ 20,423,802	\$ 901,581
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	292,528	252,824	252,824	252,824
Total Revenues	<u>\$ 9,926,903</u>	<u>\$ 2,596,626</u>	<u>\$ 20,676,626</u>	<u>\$ 1,154,405</u>
Expenditures				
Materials & Supplies	\$ 15,744	\$ 1,000	\$ 9,596	\$ 8,349
Services	0	0	71,280	6,628
Capital Outlay	8,830,025	4,319,546	22,319,670	2,888,589
Total Expenditures	<u>\$ 8,845,769</u>	<u>\$ 4,320,546</u>	<u>\$ 22,400,546</u>	<u>\$ 2,903,566</u>
Revenues Over (Under) Expenditures	\$ 1,081,134	\$ (1,723,920)	\$ (1,723,920)	\$ (1,749,161)
Beginning Fund Balance	642,786	1,723,920	1,723,920	1,723,920
Ending Fund Balance	<u>\$ 1,723,920</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (25,241)</u>
Ending Cash Balance				<u>\$ (25,241)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,189	\$ 1,000	\$ 1,000	\$ 1,487
Expenditures				
Capital Outlay	\$ 0	\$ 51,744	\$ 51,744	\$ 0
Total Expenditures	\$ 0	\$ 51,744	\$ 51,744	\$ 0
Revenues Over (Under) Expenditures	\$ 2,189	\$ (50,744)	\$ (50,744)	\$ 1,487
Beginning Fund Balance	48,555	50,744	50,744	50,744
Ending Fund Balance	<u>\$ 50,744</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 52,231</u>
Ending Cash Balance				<u>\$ 52,231</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 19,229	\$ 1,115,699	\$ 1,115,699	\$ 0
Expenditures				
Capital Outlay	\$ 19,206	\$ 1,115,676	\$ 1,115,676	\$ 0
Total Expenditures	\$ 19,206	\$ 1,115,676	\$ 1,115,676	\$ 0
Revenues Over (Under) Expenditures	\$ 23	\$ 23	\$ 23	\$ 0
Beginning Fund Balance	505	528	528	528
Ending Fund Balance	\$ 528	\$ 551	\$ 551	\$ 528
Ending Cash Balance				\$ 528

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 510,264	\$ 546,800	\$ 546,800	\$ 309,619
Expenditures				
Services	\$ 794	\$ 7,500	\$ 7,500	\$ 270
Capital Outlay	<u>150,711</u>	<u>1,688,031</u>	<u>1,688,031</u>	<u>35,335</u>
Total Expenditures	\$ 151,505	\$ 1,695,531	\$ 1,695,531	\$ 35,605
Revenues Over (Under) Expenditures	\$ 358,759	\$ (1,148,731)	\$ (1,148,731)	\$ 274,014
Beginning Fund Balance	<u>11,181,686</u>	<u>11,540,445</u>	<u>11,540,445</u>	<u>11,540,445</u>
Ending Fund Balance	<u>\$ 11,540,445</u>	<u>\$ 10,391,714</u>	<u>\$ 10,391,714</u>	<u>\$ 11,814,459</u>
Ending Cash Balance				<u>\$ 10,859,484</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,608,643	\$ 3,718,502	\$ 3,718,502	\$ 3,031,211
Proceeds from General Obligation Bond Series C	91,084,831	0	0	0
Total Revenues	<u>\$ 92,693,474</u>	<u>\$ 3,718,502</u>	<u>\$ 3,718,502</u>	<u>\$ 3,031,211</u>
Expenditures				
Classified Salaries	\$ 43,673	\$ 156,881	\$ 101,704	\$ 41,362
Employee Benefits	22,758	57,135	57,135	17,561
Materials & Supplies	20,567	12,987	17,768	17,599
Services	1,941,530	988,225	1,086,202	945,380
Capital Outlay	23,507,984	50,927,429	59,011,500	12,266,417
Intrafund Transfers to:				
State Construction (Resource 4100)	292,528	252,824	252,824	252,824
Total Expenditures	<u>\$ 25,829,040</u>	<u>\$ 52,395,481</u>	<u>\$ 60,527,133</u>	<u>\$ 13,541,143</u>
Revenues Over (Under) Expenditures	\$ 66,864,434	\$ (48,676,979)	\$ (56,808,631)	\$ (10,509,932)
Beginning Fund Balance	<u>34,171,504</u>	<u>101,035,938</u>	<u>100,571,640</u>	<u>100,571,640</u>
Ending Fund Balance	<u>\$101,035,938</u>	<u>\$ 52,358,959</u>	<u>\$ 43,763,009</u>	<u>\$ 90,061,708</u>
Ending Cash Balance				<u>\$ 90,342,315</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,671,242	\$ 4,559,785	\$ 4,559,785	\$ 4,505,742
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	187,500
Total Revenue	<u>\$ 4,921,242</u>	<u>\$ 4,809,785</u>	<u>\$ 4,809,785</u>	<u>\$ 4,693,242</u>
Expenditures				
Classified Salaries	\$ 170,329	\$ 182,371	\$ 182,371	\$ 136,919
Employee Benefits	67,798	66,624	66,624	43,237
Materials & Supplies	4,311	7,400	7,400	3,796
Services	3,526,491	4,090,695	4,090,695	3,747,877
Capital Outlay	37,905	40,000	40,000	25,304
Total Expenditures	<u>\$ 3,806,834</u>	<u>\$ 4,387,090</u>	<u>\$ 4,387,090</u>	<u>\$ 3,957,133</u>
Revenues Over (Under) Expenditures	\$ 1,114,408	\$ 422,695	\$ 422,695	\$ 736,109
Beginning Fund Balance	1,925,421	3,039,829	3,039,829	3,039,829
Ending Fund Balance	<u>\$ 3,039,829</u>	<u>\$ 3,462,524</u>	<u>\$ 3,462,524</u>	<u>\$ 3,775,938</u>
Ending Cash Balance				<u>\$ 5,181,232</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,448,826	\$ 1,494,087	\$ 1,494,087	\$ 1,210,049
Expenditures				
Classified Salaries	\$ 54,311	\$ 53,323	\$ 53,323	\$ 58,005
Employee Benefits	21,870	20,525	20,525	20,783
Materials & Supplies	154	620	620	0
Services	999,234	1,173,329	1,173,329	923,088
Capital Outlay	0	5,000	5,000	0
Total Expenditures	\$ 1,075,569	\$ 1,252,797	\$ 1,252,797	\$ 1,001,876
Revenues Over (Under) Expenditures	\$ 373,257	\$ 241,290	\$ 241,290	\$ 208,173
Beginning Fund Balance	306,185	679,442	679,442	679,442
Ending Fund Balance	\$ 679,442	\$ 920,732	\$ 920,732	\$ 887,615
Ending Cash Balance				\$ 2,317,246

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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

Associated Students of RCC

	Prior Year Actuals 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 595,841	\$ 602,000	\$ 602,000	\$ 609,374
Expenditures				
Materials & Supplies	\$ 539,287	\$ 602,000	\$ 602,000	\$ 459,489
Total Expenditures	\$ 539,287	\$ 602,000	\$ 602,000	\$ 459,489
Revenues Over (Under) Expenditures	\$ 56,554	\$ 0	\$ 0	\$ 149,885
Beginning Fund Balance	1,033,629	1,090,183	1,090,183	1,090,183
Ending Fund Balance	\$ 1,090,183	\$ 1,090,183	\$ 1,090,183	\$ 1,240,068
Ending Cash Balance				\$ 2,275,613

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 <u>7-1-06 to 6-30-07</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 13,680,879</u>	<u>\$ 15,785,679</u>	<u>\$ 15,785,679</u>	<u>\$ 12,783,223</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 13,680,879</u>	<u>\$ 15,785,679</u>	<u>\$ 15,785,679</u>	<u>\$ 12,354,223</u>
Total Expenditures	<u>\$ 13,680,879</u>	<u>\$ 15,785,679</u>	<u>\$ 15,785,679</u>	<u>\$ 12,354,223</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 429,000
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>\$ 429,000</u>
Ending Cash Balance				<u>\$ 443,041</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2008**

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 7-1-06 to 6-30-07	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 11	\$ 0	\$ 0	\$ 7
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (9)	\$ 0	\$ 0	\$ 7
Beginning Fund Balance	16,253	16,244	16,244	16,244
Ending Fund Balance	\$ 16,244	\$ 16,244	\$ 16,244	\$ 16,251
Ending Cash Balance				\$ 16,251

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT SERVICES

Report No.: V-B-2

Date: May 20, 2008

Subject: Health Services Fee

Background: Education Code 76355 allows Community College Districts to increase the student health services fee by the same percentage as the increase in the “Implicit Price Deflator for State and Local Government Purchase of Goods and Services.” The California Community College System Office monitors this index and when the calculation produces an increase of one dollar above the existing maximum student health services fee, the System Office notifies the districts that they may increase the fee by \$1.00. On April 21, 2008, the district received notification that this increase has occurred and that districts are allowed to increase 2008-2009 student health fees by \$1.00 per term.

Riverside Community College District Board Policy 5030, allows RCCD to charge the maximum allowable fee approved by the State Chancellor’s office. The modification is effective after notification to the Board of Trustees and the Associated Student Body Government, unless otherwise indicated by a financial activity review or directed by the Board of Trustees. ASRCCD Student Senate unanimously approved the \$1.00 per term increase in Student Health Services fees on May 9, 2008. RCCD’s finance office has conducted the financial activity review and agrees with the need to implement this increase.

Accordingly, beginning fall 2008, RCCD’s Student Health Services Fee will be raised by \$1.00 per term to \$17.00 for fall and spring 2008 terms and \$14.00 for summer and winter 2009 terms. These additional monies will be used to cover cost of living increase for existing health services staff members and will allow for expanded outreach services and additional physician, nursing, and psychologist services on all three campuses.

Information Only.

James L. Buysse
Interim Chancellor

Prepared by: Debbie DiThomas
Interim Vice Chancellor, Student Services and Operations
Renee Kimberling
District Director, Health Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: May 20, 2008

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our current Board Policies and adopting new Policies, the items below pertaining to the Board of Trustees and Business and Fiscal Affairs have come before the Board for first reading.

At the May 13th Board Committee meeting, it was determined that further discussion needed to take place between the administration, Academic Senate and CSEA with regard to these two policies. Therefore, it was decided that they would come back to the Board for consideration at the June Board meeting.

Board of Trustees

Policy 2430 – Delegation of Authority to Chancellor and Presidents – This policy was originally approved by the Board in May of 2007. The Academic Senate recently requested that some additional language from the Education Code be made a part of this Policy.

Policy 2510 – Participation in Local Decision Making - This policy was originally approved by the Board in May of 2007. The Academic Senate recently requested that some additional language from the Education Code be made a part of Policy 2430. However, the administration feels that language would be better placed in Policy 2510.

Business and Fiscal Affairs

Policy 6900 – Travel and Itemized Expense Reimbursement –Current Policy 7011, updated. Once approved, our Administrative Procedures will be updated to more accurately reflect current business practices on reimbursement for travel and itemized expense reimbursement.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Policy 6900 and table Policies 2430 and 2510 until the June Board meeting.

James L. Buysse
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

Riverside Community College District Policy**No. 2430****Board of Trustees****DRAFT****BP 2430 DELEGATION OF AUTHORITY TO CHANCELLOR AND PRESIDENTS**

References:

Education Code Sections **70902(b)(7)**, 70902(d) and 72400;
Accreditation Standards **IV.A**, IV.B.1.j and IV.B.2

District Chancellor

The Chancellor is appointed by the Board of Trustees.

The Board of Trustees delegates to the Chancellor the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board of Trustees requiring administrative action.

The Chancellor may delegate any powers and duties entrusted to him or her by the Board of Trustees (including the administration of the District and colleges), but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The Chancellor is empowered to reasonably interpret Board Policy. In situations where there is no Board Policy direction, the Chancellor shall have the power to act, but such decisions shall be subject to review by the Board of Trustees. It is the duty of the Chancellor to inform the Board of such action and to recommend written Board Policy if one is required.

The Chancellor is expected to perform the duties contained in the Chancellor job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description shall be developed by the Board of Trustees. The goals and objectives for performance shall be developed by the Board of Trustees in consultation with the Chancellor.

The Chancellor shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in a timely fashion.

The Chancellor shall establish procedures not inconsistent with minimum standards established by the Board of Governors to ensure faculty, staff, and students the opportunity to express their opinions at the campus level, to ensure that these opinions are given every reasonable consideration, and to ensure the right to participate effectively in district and college governance, and to ensure the right of academic senates to assume primary responsibility for making recommendations in the areas of curriculum and academic standards.

The Chancellor shall make available any information or give any report requested by the Board of Trustees as a whole. Individual Board member requests for information shall be met if, in the opinion of the Chancellor, they are not unduly burdensome or disruptive to District operations. Information provided to any Board member shall be provided to all Board members.

The Chancellor shall act as the professional advisor to the Board of Trustees in policy formation.

College Presidents

Authority flows from the Board of Trustees through the Chancellor to the College Presidents. Each College President is responsible for carrying out the district policies. Each College President's administrative organization shall be the established authority on campus. The College President is the final authority at the college level.

Riverside Community College District Policy

No. 2510

Board of Trustees
DRAFT

BP 2510 PARTICIPATION IN LOCAL DECISION MAKING

References:

Education Code Section 70902(b)(7);
Title 5 Sections 53200 et seq. (Academic Senate), 51023.5 (staff), and 51023.7 (students);
Accreditation Standard IV.A
Government Code Section 3540

The Board of Trustees is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board of Trustees is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for Chancellor action under which the District is governed and administered.

Procedures shall be established, consistent with minimum standards established by the Board of Governors, to ensure faculty, staff, and students the opportunity to express their opinions at the campus level, to ensure that these opinions are given every reasonable consideration, and to ensure the right to participate effectively in District and College governance.

Each of the following shall participate as required by law in the decision-making processes of the District:

Academic Senate (Title 5 Sections 53200-53206)

The Board of Trustees, or its designees, will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate.

Staff (Title 5 Section 51023.5)

Staff shall be provided with opportunities to participate in the formulation and development of District policies and procedures that have a significant effect on staff. The opinions and recommendations of the CSEA and the Management Association will be given every reasonable consideration.

Students (Title 5 Section 51023.7)

The Associated Students shall be given an opportunity to participate effectively in the formulation and development of District policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on District committees or task forces shall be made after consultation with the Associated Students.

Except for unforeseeable emergency situations, the Board of Trustees shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540 et seq.

Riverside Community College District Policy

No. 6900

**Business and Fiscal Affairs
DRAFT**

BP 6900 TRAVEL AND ITEMIZED EXPENSE REIMBURSEMENT

References:

Education Code Sections 72423 and 87032

❖ **From current Riverside CCD Policy 7011 titled Travel Expense Payment**

The Riverside Community College District recognizes the need for travel **and travel related expenses** in connection with ~~District~~ College business and, therefore, the Board of Trustees authorizes that ~~Trustees', employees', and employee candidates'~~ actual and necessary travel expenses **for Trustees, employees and employment candidates** will be paid according to **Administrative Procedure 6900**. ~~the regulations prescribed for this policy.~~ **The Board further authorizes that employees will be reimbursed for necessary business expenses according to Administrative Procedure 6905.**

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by District Staff. The language in **regular type** is current Riverside CCD Policy 7011 titled Travel Expense Payment adopted on 11-1-83.

Date Adopted:

(Replaces current Riverside CCD Policy 7011)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: May 20, 2008

Subject: Revised and New Board Policies – Second Reading

Background: In keeping with our current process of updating our current Board Policies and adopting new Policies, the items below pertaining to Business and Fiscal Affairs and Human Resources come before the Board for second reading and approval.

Business and Fiscal Affairs

Policy 6327 – Deferred Compensation [403(b) and 457(b)] Plans – Current Policy 7005 Updated – The Board adopted Resolutions for the District to participate in the San Diego County Office of Education Fringe Benefit Consortium 403(b) and 457(b) plans. The updated Policy reflects those Resolutions.

Policy 6750 – Parking – Current Policy 6090, updated. Once approved, our Administrative Procedure will be updated to more accurately reflect information on current parking fees, locations, metered parking, as well as other areas which need to be addressed.

Human Resources

Policy 7200 – Faculty Internship Program – New - In order to enhance recruitment of qualified persons, Administration asked that a faculty internship program be developed. This program is in accordance with the Education Code and California Code of Regulations, Title 5. Language has been updated from first reading to reflect that Interns are not guaranteed a full time position with the District.

Policy 7700 – Whistleblower – New – It is the intent of the legislature that community college employees and other persons disclose, to the extent not expressly prohibited by law, “improper governmental activities” and that they not thereafter be subjected to retaliatory conduct. This also protects refusals to obey illegal orders. Employees and others are encouraged to use guidance provided by this Policy for reporting all allegations of suspected improper activities.

Recommended Action: It is recommended that the Board of Trustees approve Board Policies 6327, 6750, 7200 and 7700.

James L. Buysse
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

Riverside Community College District Policy

No. 6327

**Business and Fiscal Affairs
DRAFT**

**BP 6327 DEFERRED COMPENSATION [403(B) AND 457(B)] PLANS
TAX SHELTERED ANNUITY PROGRAM**

Reference:

No reference

- ❖ From Riverside CCD Policy 7005 titled Tax Sheltered Annuities

The Riverside Community College District will make available to its employees the provisions ***a tax sheltered annuity program that is an eligible deferred compensation plan within the meaning*** of Internal Revenue Code Sections 403(b) ***and 457(b)***, Public Law 87-370, and the California Revenue and Taxation Code, Section 17512, and Board of Trustees Resolutions ***No. 1-07/08 for 403(b) plans dated August 21, 2007, and No. 36-07/08 for 457(b) plans dated March 18, 2008.*** ~~October 7, 1969.~~ Use of the ***deferred compensation*** tax sheltered annuity plan by an individual employee shall be left to his/her own discretion. ~~and The President~~ ***Chancellor*** of the College ~~District or Vice President, Administration and Finance~~ ***Vice Chancellor, Diversity and Human Resources***, is authorized to act ~~in~~ ***on*** behalf of the District in the purchase and administration of these annuity contracts, ***including the hiring of a third party administrator to manage the plans***, subject to ratification of ~~by the governing~~ ***by*** the ~~g~~ ***Governing*** ~~b~~ ***Board***. ~~per California Education Code Section 15961. The detailed functions are outlined in the related regulations to this policy.~~

NOTE: The information in regular type is current Riverside Policy 7005 adopted on 10-7-69; amended on 5-7-75 and 10-4-83. The information in ***bold italic type*** is provided by RCCD staff.

Date Adopted:

(This is current Riverside CCD Policy 7005)

Riverside Community College District Policy

No. 6750

**Business and Fiscal Affairs
Draft**

BP 6750 PARKING

References:

Education Code Section 76360;
Vehicle Code Section 21113

- ❖ From Riverside CCD Policy 6090 titled Use of Parking Lots

The Riverside Community College District recognizes and supports the need for student and staff parking lots and desires to have ~~equitability~~ equality in the use of these lots. A ~~nominal fee~~ Parking fees will be imposed in accordance with ~~statute requirement~~ Education Code Section 76360. The use and fees to be paid will be in conformance with the ~~procedure~~ regulations for this policy.

The Chancellor shall establish such administrative procedures regarding vehicles and parking on campus as are necessary for the orderly operation of the instructional programs. No person shall drive any vehicle or leave any vehicle unattended on the campus except in accordance with such procedures.

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in *italic type* is additional language to consider including in this policy. The information in regular type is current Riverside CCD Policy 6090 titled Use of Parking Lots adopted on 6-19-84.

Date Adopted:

(Replaces current Riverside CCD Policy 6090)

**Human Resources
Draft**

BP 7200 Faculty Internship Program

References:

Education Code Sections 87482.5 AND 87487;
Title 5 Sections 53500-53502

Inasmuch as the District is continually seeking qualified candidates for faculty positions within the District, it is deemed to be in the best interests of the District to establish a Faculty Internship Program.

The purpose of the program includes, but is not limited to, the following:

- ***To enhance the recruitment of qualified persons pursuing an associates, master's or doctoral degree, as well as recent recipients of such degrees with limited teaching experience, into faculty positions in the District, particularly for disciplines for which recruitment is difficult, where current industry experience is important, or for disciplines in which a shortage of qualified faculty is anticipated. The internship program shall serve to introduce graduate students, before they approach the end of their graduate studies, as well as industry practitioners, while encouraging them to complete their associates degree, to the community college environment and student population;***
- ***To enhance the District's efforts toward building a diverse faculty. The internship program shall place special emphasis on promoting inclusive efforts to locate and attract qualified graduate students who are members of monitored groups as defined in Title 5.***

The District may employ, as faculty interns, graduate students enrolled in the California State University, the University of California, or any other accredited institution of higher education, or, in career and technical fields where a master's degree is not generally expected or available, persons who are within one year of meeting the regular faculty minimum qualifications. Persons who meet the regular faculty minimum qualifications, but who lack teaching experience, may also be included in the internship program.

Individuals employed as faculty interns shall be employed as temporary faculty members and shall meet the minimum qualifications for faculty interns.

Faculty interns are not guaranteed a full time position within the District. All prospective faculty candidates, including faculty internship participants, for full time positions in the District, will be selected through the District's faculty a competitive hiring process.

The term "faculty intern" does not include any person, no matter how designated, who only assists in a class taught by a regularly qualified faculty member, and who has no independent responsibility for instruction or supervision of students. Such a person may be termed an "intern" and may serve as a volunteer or receive a stipend.

The Chancellor shall prepare administrative procedures, which outline the minimum qualifications for faculty interns, as well as requirements for faculty intern mentors.

Date Approved:

(This is a new policy for the District)

Riverside Community College District Policy

No. 7700

**Human Resources
DRAFT**

BP 7700 WHISTLEBLOWER PROTECTION

References:

California Labor Code Section 1102.5;
Government Code Section 53296;
Private Attorney General Act of 2004 (Labor Code Section 2698)
Education Code Sections 87160-87164

The Chancellor shall establish procedures regarding the reporting and investigation of suspected unlawful activities by District employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, “unlawful activity” refers to any activity—intentional or negligent—that violates state or federal law, local ordinances, or Board Policy.

The procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices, and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation.

Furthermore, District employees shall not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or (2) directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

NOTE: *This policy is **legally advised**. The **bold type** is language recommended by the Community College League and legal counsel (Lieber Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. There does not appear to be a current policy that addresses this issue.*

Date Adopted:

(This is a new policy recommended by the CC League and the League’s legal counsel)

MINUTES OF THE BOARD OF TRUSTEES
PLANNING COMMITTEE MEETING OF APRIL 8, 2008

Chairperson Green called the committee to order at 6:04 p.m., in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Committee Members Present

Mrs. Janet Green, Committee Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Virginia Blumenthal, Vice President, Board of Trustees
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus
Mr. Tom Wagner, Academic Senate Representative, Norco Campus
Dr. Richard Mahon, Academic Senate Representative,
Riverside City College and District
Ms. Ginny Haguewood, CSEA Representative, Riverside City College
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus
Ms. Karin Skiba, CTA Representative, Norco Campus

Resource Persons Present

Dr. James L. Buisse, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parson, Associate Vice Chancellor, Public Affairs and
Institutional Advancement
Dr. Pat Schwerdtfeger, Vice President, Academic Affairs,
Riverside City College
Dr. Mike Webster, Consultant, Facilities and Planning

Guests Present

Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Human Resources
Mayor William Batey, City of Moreno Valley
Mr. Thomas Christian, Associate, Steinberg Architects
Mr. Jeff Kellogg, Associate Steinberg Architects
Mr. Brian Leonard, Associate, Steinberg Architects
Dr. Mike Maas, CEO, Maas Companies, Inc.
Mr. Dan Rosenberg, Senior Planning Associate, Steinberg Architects

The committee received the long range educational program, growth and facilities plans for the Moreno Valley Campus. Discussion followed.

LONG RANGE PLANNING
PRESENTATION – MORENO VALLEY
CAMPUS

Comments in support of the plan were made by City of Moreno Valley Mayor Batey and community member Judy Nieburger.

The committee adjourned the meeting at 7:09 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE MEETING
OF APRIL 8, 2008

Vice Chairperson Green called the committee to order at CALL TO ORDER
7:15 p.m., in Student Services 101, Moreno Valley
Campus.

Committee Members Present

Mrs. Janet Green, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Virginia Blumenthal, Vice President, Board of Trustees
Mr. Mark Takano, Member, Board of Trustees
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus
Dr. Richard Mahon, Academic Senate Representative,
Riverside City College and District
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus
Ms. Anette Guldhammer, CTA Representative
Ms. Karin Skiba, CTA Representative, Norco Campus

Resource Persons Present

Dr. James L. Buysse, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Mr. Ed Bush, Vice President, Student Services,
Riverside City College
Dr. Pat Schwerdtfeger, Vice President, Academic Affairs,
Riverside City College
Dr. Sandy Baker, District Dean, School of Nursing
Dr. Wolde-Ab Isaac, Instructor/Dean, Health Sciences Programs,
Moreno Valley Campus
Ms. Donna Lesser, Instructor, Dental Hygiene, Moreno Valley Campus
Mr. Christopher Nollette, Paramedic Program Director,
Ben Clark Training Center
Ms. Paula Stafford, Instructor, Physician Assistant Program,
Moreno Valley Campus

Guests Present

Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources

Dr. Isaac, Ms. Lesser, Mr. Nolette, and Ms. Stafford presented information reports on the District's Allied Health Sciences Programs, introducing students who are participating in the programs. Discussion followed.

ALLIED HEALTH SERVICES

Dr. Maghroori led the committee review of the proposed curricular changes that will be brought to the Board for approval at the April 22nd regular meeting. Discussion followed.

PROPOSED CURRICULAR CHANGES

The committee reviewed the agreement to provide assistance in securing employment and training to students that will be brought to the Board for approval at the meeting on the 22nd. Discussion followed.

AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF REHABILITATION

Dr. Baker reviewed the agreements to provide funding for additional students in the Associate Degree Nursing Program and to test and evaluate retention efforts for nursing students that will also be brought to the Board on the 22nd. Discussion followed.

AGREEMENTS WITH OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT FOR THE SCHOOL OF NURSING

The committee adjourned the meeting at 8:37 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING OF APRIL 8, 2008

Chairperson Takano called the committee to order at 8:40 p.m. in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson
Ms. Virginia Blumenthal, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Janet Green, Secretary, Board of Trustees
Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Mr. Doug Beckstrom, Academic Senate Representative,
Moreno Valley Campus
Dr. Sharon Crasnow, Academic Senate Representative,
Norco Campus
Dr. Richard Mahon, Academic Senate Representative,
Riverside City College and District
Ms. Tamara Caponetto, CSEA Representative, Norco Campus
Ms. Karen Skiba, CTA Representative

Resource Persons Present

Dr. James L. Buysse, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Irving Hendrick, Interim President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and
Institutional Advancement
Dr. Bill Orr, Vice President, Business Services,
Moreno Valley Campus
Dr. Patrick Schwerdtfeger, Vice President, Academic Affairs,
Riverside City College
Dr. Mike Webster, Consultant, Facilities and Planning

Guest(s) Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Drs. Webster and Orr led the committee review of a proposed change order relative to the District Modular Projects for the Moreno Valley and Norco Campuses that will be presented to the Board for approval at the regular meeting on April 22nd. Discussion followed.

DISTRICT MODULARS
PROJECTS – MORENO VALLEY
AND NORCO CAMPUSES –
CHANGE ORDER

Dr. Orr led the committee review of the proposed change order to the retrofit improvement project that will also be presented to the Board for approval on the 22nd. Discussion followed.

The committee adjourned the meeting at 8:57 p.m.

NOESCO UTILITY RETROFIT
IMPROVEMENT PROJECT –
CHANGE ORDER #3

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
GOVERNANCE COMMITTEE MEETING OF APRIL 8, 2008

Chairperson Blumenthal called the committee to order at CALL TO ORDER
9:00 p.m., in Board Room AD122, Riverside City
College.

Committee Members Present

Ms. Virginia Blumenthal, Committee Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Janet Green, Secretary, Board of Trustees
Mr. Mark Takano, Member, Board of Trustees
Dr. James L. Buisse, Interim Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and
Institutional Advancement
Dr. Doug Beckstrom, Academic Senate Representative,
Moreno Valley Campus
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus
Dr. Richard Mahon, Academic Senate Representative,
Riverside City College and District
Mr. Gustavo Segura, CSEA Representative
Mr. Jim Sutton, CSEA Representative
Ms. Karen Skiba, CTA Representative

Resource Persons Present

Dr. Brenda Davis, President, Norco Campus
Dr. Irv Hendrick, Interim President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and
Institutional Advancement
Dr. Patrick Schwerdtfeger, Vice President, Academic Affairs,
Riverside City College
Ms. Ruth Adams, Esq., Director, Contracts, Compliance and Legal Services

Guests Present

Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Ms. Adams led the committee review of Policies 6327,
6750, 7200 and 7700 that will be presented to the Board
for first reading at the regular meeting of April 22nd.
Discussion followed.

REVISED AND NEW BOARD
POLICIES – FIRST READING

The committee adjourned the meeting at 9:07 p.m.

ADJOURNED