

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting – June 20, 2006 - 6:00 p.m.
– Board Room AD122, Riverside City Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

Closed Session

- Conference with legal counsel – anticipated litigation, significant exposure to litigation, pursuant to subdivision (b) of Government Code Section 54956.9; one potential case.

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

I. Approval of Minutes - Regular meeting of May 16, 2006

II. Chancellor’s Reports

A. Communications

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

Information Only

1. “Chancellor Search Update” – Ms. Sharon Tanabe, Client Partner, Korn/Ferry International

- B. Governance in a Three-College District
 - Recommend approving the proposed revision to the District's Board Committee structure.
 - Recommended Action: Request for Approval**

- C. Agreement with The Ferguson Group, LLC
 - Recommend approving a contract to represent the District to obtain federal support and funding.
 - Recommended Action: Request for Approval**

- D. Summer Workweek
 - Recommend approving the four-ten-hour day workweek for the District offices and all three campuses from June 19-August 18, 2006, noting that all campuses and the District office will remain open five days a week.
 - Recommended Action: Request for Approval**

- E. Extension of Contracts with Stephen C. Kuhn and Associates, Inc. to Conduct a Classification and Compensation Study for Riverside Community College District's Management and Classified (including Confidential) Positions
 - Recommend approving the extension of the contract from July 1-December 30, 2006.
 - Recommended Action: Request for Approval**

- F. Board of Trustees Meeting Calendar
 - Recommend reviewing the Board calendar from August-December 2006.
 - Information Only**

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
 - (e) Overload Assignments
 - (f) Part-Time Faculty, Hourly Assignments
 - (g) Child Development Center Hourly Employee
 - (h) Department Chair Assignments, Academic Year 2006-2007
 - (i) Coordinator Assignments, Academic Year 2006-2007
 - (j) Extra-Curricular Assignments, Academic Year 2006-2007
 - 2. Summer Coaching Compensation
 - 3. Adjust of Hire Date
 - 4. Salary Reclassification
 - 5. Title Changes
 - 6. Management Employment Contracts
 - 7. Request for Unpaid Leave of Absence
 - 8. Request to Rescind Appointment
 - 9. Separations
- b. Classified Personnel

1. Appointments
 - (a) Management/Supervisory
 - (b) Management – Categorically Funded
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - (e) Professional Experts (None)
 - (f) Short Term
 - (g) Temporary as Needed Student Workers
 - (h) Community Education Program (None)
 - (i) Special Assignments
2. Reclassification of Classified Supervisory Position
3. Reclassification of Confidential Positions
4. Request for Permanent Increase in Workload for Permanent, Part-time Position
5. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
6. Non-Continuance of Categorical Funds
7. Separation
2. Purchase Order and Warrant Report -- All District Funds
- Purchase orders and warrant reports issued by the Business Office.
3. Annuities (None)
4. Budget Adjustments

- a. Budget Adjustments
 - Request approving various budget transfers between major object codes as requested by administrative personnel and authorize making necessary balancing transfers.
 - b. Resolution(s) to Amend Budget
 - 1. Resolution to Amend Budget – Resolution No. 40-05/06 2005-2006 Adoption Education Services
 - Recommend adopting a resolution to add income and expenditures to the adopted budget.
 - c. Contingency Budget Adjustments
 - Request approving contingency budget transfers as presented.
5. Bid Awards
- a. Award of Bid – Parking Lot – March Education Center
 - Recommend accepting a bid for the grading and paving of the parking lot at the March Education Center.
 - b. Award of Bid – Tenant Improvements for District Office
 - Recommend awarding a bid for District Office tenant improvements.
 - c. Award of Bid – Emergency Phones Installation Project
 - Recommend awarding a bid for emergency phones installation.
 - d. Purchase Using California Multiple Award Schedules
 - Recommend approving use of a California Multiple Award Schedule contract for the purchase of network equipment for the District Office.
6. Donations
 - Recommend accepting the listed donated items.
7. Out-of-State Travel
 - Recommend approving out-of-state travel requests.

8. Grants, Contracts and Agreements

- a. Agreement with The Community College League of California
-Recommend approving the agreement for the League's Board Policy and Procedure Services to the District.
- b. Workers' Compensation Self-Insurance Service Agreement
-Recommend approving an agreement to provide services for the District's self-insured workers' compensation program.

Recommended Action: Request for Approval

- c. Amendment to the Agreement with Barnes and Noble College Bookstores, Inc.
-Recommend approving the amendment for bookstore services.
- d. Agreement with John Jang
-Recommend approving the agreement to provide consulting services for the Center for International Students.
- e. Adoption Education Services Agreement with Riverside County Department of Public Social Services
- Recommend approving the agreement to provide Adoption Education Services.

Recommended Action: Request for Approval

- f. Amendment to the Agreement with the Riverside County Department of Public Social Services
-Recommend ratifying the amendment to redistribute funds for the Foster Youth Program.

Recommended Action: Request for Ratification

- g. Agreements with Michelle Runnels and Jody MacDonald
-Recommend approving the agreements to provide facilitator services for the Adoptive Education Services workshop.

- h. Agreement with Riverside Marriott
-Recommend approving the agreement to provide facilities and banquet arrangements for the Adoption Education Services workshop.
- i. Renewal Agreement with County of Riverside Community Health Agency
-Recommend approving the agreement to provide clinical experience sites for nursing and physician assistant students.
- j. Facility Agreements for Clinical Experience Sites
-Recommend approving the agreements to provide clinical experience sites for nursing students.
- k. Agreement with Fullerton Civic Light Opera Company
-Recommend approving the agreement to provide set and prop rental for the Performance Riverside production of *Damn Yankees*.
- l. Service Agreements for 2006-2007 Performance Riverside Season
-Recommend approving the agreements to provide filming services and scenic painting services for Performance Riverside productions.
- m. Service Agreements for John Vaughan and Emily Miller
-Recommend approving the agreements to provide directing and choreographing services, and stage manager services for the Performance Riverside productions of *“Dreamgirls”* and *“The Will Rogers Follies.”*
- n. Agreements with Samantha Gallardo
-Recommend approving the agreements to provide services as stage manager for Summer Conservatory production of *“Grease.”*
- o. Agreement with Samuel French, Inc.
-Recommend approving the agreement to provide royalty, rental and security fees for the license for a non-equity production of *“A New Brain.”*

- p. Agreements for Vocal Jazz Ensemble Recording Project
-Recommend approving the agreements to provide services as the recording engineer and bassist for the RCC Vocal Jazz Ensemble.
- q. Agreement with Lifesigns, Inc.
-Recommend approving the agreement to provide sign language interpreter services.
- r. Agreement with Spitz, Inc.
-Recommend approving the agreement to provide preventive maintenance services for the Planetarium.
- s. Agreement with Riverside Mission Pediatric Medical Group
-Recommend approving the agreement to provide clinical externship sites for emergency medical services students.
- t. Facility Use Agreements
-Recommend approving the agreements to provide sites for classes for the Norco Campus.

Recommended Action: Request for Approval

- u. Agreement with Douglas Luffborough
-Recommend ratifying the agreement to provide the keynote address for the Educational Talent Search awards banquet.

Recommended Action: Request for Ratification

- v. Agreement with Ocean Institute
- Recommend approving the agreement to provide a one-day program for an advanced floating laboratory for the Teacher Preparation Copernicus Summer Science Camp.
- w. Addendum to Lease Agreement with Mobile Modular Management Corporation
- Recommend approving the addendum to the agreement to lease the Early Childhood modular unit on the Riverside City Campus.
- x. Addendum to Agreement with Leader Services – Medi-Cal Administrative Activities Program
- Recommend approving the addendum to adjust the service fee for fiscal year 2004/2005.

- y. Agreement for Services – Murdoch, Walrath & Holmes
- Recommend approving an agreement for assistance in securing operating and construction funding and addressing other legislative matters.
- z. Lease Agreement between the March Joint Powers Authority and Riverside Community College District
- Recommend approving a lease agreement for the Dental Lab Building located at the March Air Reserve Base.
- aa. Proposed Service Agreement: Kone Inc. – 5 Year Full Service Maintenance Agreement, MLK High Tech Center
- Recommend approving an elevator maintenance agreement.
- bb.* First Amendment to Lease Agreement with Corona-Norco Unified School District (John F. Kennedy Middle College High School)
- Recommend approving the First Amendment to the Lease Agreement to be submitted to the State by June 24, 2006.

Recommended Action: Request for Approval

- 9. Other Items
 - a. Surplus Property
- Recommend declaring listed property as surplus, finding the property does not exceed \$5,000.00, and authorizing the property be consigned to be sold on behalf of the District.
 - b. Request for Approval to Secure Engineering Services, Moreno Valley Hot Water Loop System
- Recommend authorizing negotiating an engineering firm agreement to evaluate the operational condition of the fan coil units of the Moreno Valley Phase II Hot Water Loop System and prepare specifications for the replacement of the loop system piping and the replacement or cleaning of the system fan coil units and the use of Measure C funds to cover the costs of these services.

Recommended Action: Request for Approval

* Added subsequent to posting the agenda.

B. Information

1. Monthly Financial Report
- Informational report relative to financial activity for the period from July 1, 2005 through April 30, 2006.
2. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended March 31, 2006
- Informational report relative to the District’s financial status for the period ended March 31, 2006.

Information Only

VI. Board Committee Reports

A. Academic Affairs and Student Services

1. Proposed Curricular Changes
- Recommend approving the curricular changes for inclusion in the District’s catalog and in the schedule of class offering.
2. Revised Regulations for Student Fees—Policy and Regulations 6042 — Second Reading
- Recommend approving the revised regulations to update student fees.
3. Agreement with TriValley Internet, Inc.
-Recommend approving the agreement for the development of a new website for the District’s Athletic department.
4. Agreement with County of Riverside Fire Department
-Recommend approving the agreement for Fire Technology Operations and Logistics Coordinator at the Ben Clark Public Safety Training Center.
5. Facilities Use Agreements with 24 Hour Fitness USA, Inc.
-Recommend approving the agreements to provide a venue for physical education classes for the Moreno Valley and Norco Campuses.
6. Memorandum of Understanding with Riverside Gateway to College Early College High School
- Recommend approving the memorandum of understanding to provide staff to operate and assist Riverside Gateway to College Early College High School.

7. Agreement with Riverside County Department of Public Social Services
 - Recommend approving the agreement for the District to provide Independent Living Skills/Emancipation Services.

Recommended Action: Request for Approval

8. Agreement with the Foundation for California Community Colleges
 - Recommend ratifying the agreement to provide funding, fiscal management and accountability for the TANF-CDC program.

Recommended Action: Request for Ratification

9. Facility Use Agreement with Jurupa Unified School District
 - Recommend approving the agreement to supply office space and classroom facilities at the old Rubidoux High School site.

10. Pulled.

11. Mission Statements for the District and its Campuses
 - Recommend approving the mission statements for the District and Riverside City, MorenoValley and Norco Campuses.

Recommended Action: Request for Approval

12. Progress Report on Revision of Hiring Process.
 - Presentation on the revision of the hiring process for full-time faculty.

Information Only

B. Planning and Development

1. Proposed Agreement for GKKWORKS to Provide Design Services for the Nursing/Sciences Building
 - Recommend approving an agreement and the use of Measure C funds for the planning-working drawings phase of the Nursing/Sciences Building project.
2. Proposed Agreements for Infrastructure Studies Project
 - Recommend approving agreements and the use of Measure C funds for services relative to the Infrastructure Studies project.

3. 2008-2012 Five-Year Capital Construction Plan
 - Recommend approving the 2008-2012 Five-Year Construction Plan, the Initial Project Proposals for Public Safety, Law Enforcement and Fire Training Learning Resource Center, and the Norco Student Support Center, the Final Project Proposals for the Riverside School for Performing and Media Arts, Moreno Valley Phase III – Student Academic Services Facility, and Wheelock Gym – Phase II and authorize their submission to the California Community Colleges Chancellor’s Office.

C. Personnel and Labor Relations (None)

D. Finance and Audit

1. Tentative Budget for 2006-2007 and Notice of Public Hearing on the 2006-2007 Budget
 - Recommend approving the 2006-2007 Tentative Budget and authorize staff to forward a copy to the Riverside County Superintendent of Schools; announce that: 1) the proposed 2006-2007 Budget will be available for public inspection beginning September 1, 2006, at the Office of the Vice Chancellor, Administration and Finance; and b) the public hearing will be held at 6:00 p.m. at a Board meeting on September 12, 2006, to be followed by the adoption of the 2006-2007 Budget, and authorize the Chancellor to sign a notice relative to these dates.
2. Construction Management Services
 - Recommend approving the hiring of five firms as needed to assist with construction projects.
3. Amendment to Agreements – Center for Primary Education: Proposed Lease-Lease Back Arrangement with Neff Construction, Inc. and Proposed Measure C Budget for Planning, Site Work and Construction, Guaranteed Maximum Price (GMP)
 - Recommend approving amendments to construction services and sublease agreements for the Center for Primary Education project.
4. Change Orders – Quad Modernization Project
 - Recommend approving change orders for the Quad Modernization project.

Recommended Action: Request for Approval

E. Legislative (None)

F. Board of Trustees Committee Meeting Minutes

- Recommend receipt of Board committee minutes from the May 9, 2006 Academic Affairs and Student Services, Planning and Development, and Finance and Audit Committees.

Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. President/Provosts

VIII. Academic Senate Report

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

IX. Business from Board Members

- A. Order of Election – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation – Resolution No. 39-05/06
 - Recommend adopting the resolution ordering the consolidation of the November 7, 2006 election, and that the District shall not bear the cost of printing and handling Candidates Statements.

Recommended Action: Request for Approval
- B. Resolution in Recognition of William Locke’s Contributions and Support for the RCC Marching Tigers – Resolution No. 41-05/06
 - Recommend adopting the resolution.

Recommended Action: Request for Approval

X. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES
MEETINGS OF MAY 16, 2006

President Takano called the regular meeting of the Board of Trustees to order at 6:14 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Mary Figueroa
Mr. Jose Medina
Ms. Grace Slocum
Mr. Mark Takano
Mr. Kim Tran, Student Trustee, 2005-2006
Ms. Yajaira Tiscareño, Student Trustee, 2006-2007

Trustees Absent

Ms. Kathleen Daley

Staff Present

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

Guests Present

Ms. Cindra Smith, Director, Education Services, Community College League of California
Ms. Sharon Tanabe, Client Partner, Korn/Ferry International
Mr. Brad Neufeld, Attorney, Best, Best & Krieger

Ms. Tiscareño, 2006-2007 Student Trustee, led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees amend the agenda to consider the Chancellor's Reports before adjourning to closed session. Motion carried. (4 ayes, 1 absent [Daley])

AMEND AGENDA

Ms. Figueroa, seconded by Mr. Medina,

MINUTES OF SPECIAL

moved that the Board of Trustees approve the minutes of the special meeting of April 11, 2006 and the regular meeting of April 18, 2006. Motion carried. (4 ayes, 1 absent [Daley])

MEETING OF APRIL 11, 2006
AND REGULAR MEETING OF
APRIL 18, 2006

Dr. Rotella swore in Ms. Tiscareño as the 2006-2007 student trustee.

CHANCELLOR'S REPORTS

“Administration of Oath of Office to Student Trustee” – Salvatore G. Rotella, Chancellor, Riverside Community College District

Dr. Castro introduced Dr. Dariush Haghghat and Dr. Ward Schinke, who led the recognition of the Model United Nations Team, and Ms. Jodi Julian, Assistant Professor, Theater Arts, who led the recognition of the RCC Theatre students for their performance of “Godspell” in Washington, D.C. and Utah.

“Recognition of Students from RCC Model United Nations and Theatre” – Dr. Daniel Castro, President, Riverside City College

Ms. Smith presented an information report regarding the potential benefit of the League’s Board Policy and Procedure Services to the District.

Community College League Board Policy and Procedure Service

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees consider items IX-A and B before adjourning to closed session. Motion carried. (4 ayes, 1 absent [Daley])

AMEND AGENDA

BUSINESS FROM BOARD MEMBERS

Ms. Tanabe led the Board discussion about the timeline and process for recruitment of the Chancellor of the District.

Korn/Ferry International Chancellor Search, Process, and Timeline

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement to assist in the recruitment of the Chancellor of the District. Motion carried. (4 ayes, 1 absent [Daley])

Korn/Ferry International Search Firm Agreement

The Board adjourned to closed session at 7:25 p.m., to consider liability claims, pursuant to Government

CLOSED SESSION

Code Section 54956.95; Sherri Clayton, Sharise Vigil, Em'prise Vigil and Ebony Robinson vs. Riverside Community College District; Samuel Weston vs. Riverside Community College District.

The Board reconvened to open session at 7:56 p.m., announcing that no action was taken in closed session.

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

RCCD CTA President Karin Skiba made a comment regarding strategic planning.

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 66)

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,376,687.84, and District Warrant Claims totaling \$7,097,552.49; (Appendix No. 67)

Approve amendment to employment contracts and terminations as listed; (Appendix No. 68)

Approve the budget transfers as presented, and authorize making the necessary balancing transfers among the various accounts and funds of the District; (Appendix No. 69)

Approve the contingency budget transfers, by a two-thirds vote of the members, as presented; (Appendix No. 70)

RECONVENED

STUDENT REPORT

COMMENTS FROM THE PUBLIC

CONSENT ITEMS

Action

Academic and Classified Personnel

Purchase Order and Warrant Report – All District Funds

Annuities

Budget Adjustments

Contingency Budget Adjustments

Accept the donated item as listed; (Appendix No. 71)

Donation

Grant the amended out-of-state travel as listed; (Appendix No. 72)

Out-of-State Travel

Approve the agreement, for a three-year period, from June 1, 2006 to May 31, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Starwest Public Communications, Inc.

Approve the agreement, from May 17, 2006 through June 30, 2007, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment;

Agreement with OD Music, Inc.

Approve the agreement, from July 30, 2006 through August 6, 2006, for an amount not to exceed \$1,200.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Ben Bollinger Productions

Approve the agreements, from May 17, 2006 through June 30, 2006, for amounts not to exceed \$7,350.00 and \$8,890.00 respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for Desert Regional Consortium Website Development

Approve the agreement, from May 17, 2006 through May 31, 2006, for an amount not to exceed \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Organizational Consulting Services

Approve the agreements, for May 25, 2006, for amounts not to exceed \$8,500.00 and \$10,861.00 respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for the Foster Youth Emancipation Event

Adopt Resolution 38-05/06 granting permission to the Palo Verde Community College District to offer courses at the Ben Clark Training Center, in support of the California Highway Patrol Training Program from July 1, 2006 to June 30, 2007;

Resolution Regarding California Highway Patrol Training Courses at Ben Clark Training Center – Resolution No. 38-05/06

Approve the Memorandum of Understanding, from July 1, 2006 through June 30, 2007, for an amount not to exceed \$1,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum;

Memorandum of Understanding with The Counseling Team International

Ratify the second amendment, for July 1, 2003 through June 30, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the second amendment;

Second Amendment to Agreement with County of Riverside

Approve the agreements for June 3, 2006, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements with Rachel Taylor and Paula Jeppson

Approve the agreement, for June 3, 2006, at not cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Facility Use Agreement with Alvord Unified School District

Approve the amendment, from May 17, 2006 through June 30, 2006, for an amount not to exceed \$6,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment;

Amendment to Agreement with OmniPlatform Software Corporation

Approve the consultant agreements, from July 1, 2006 through June 30, 2007, at a cost of \$17,000.00 for each consultant, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements with Lawrence Loo, M.D. and Reza Vaezazizi, M.D.

Approve the agreements, from May 17, 2006

Agreements for Emergency

until terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Medical Services
Externships

Ratify the amendment to the agreement, from June 22, 2005 through June 30, 2006, at an additional cost of \$2,600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment;

Amendment to Agreement
with Regina Pulley

Approve the agreements, for May 17, 2006 through November 30, 2006, for amounts not to exceed \$2,500.00 and \$3,500.00 respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements with Clarke and
Associates Educational
Consultants

Approve the agreement, from May 17, 2006 through July 1, 2006, for an amount not to exceed \$6,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with G-Cube

Approve the agreement, from July 30, 2006 through August 4, 2006, for an amount not to exceed \$11,927.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with San Diego
State University Foundation

Ratify the agreements, for May 16, 2006, for an amount not to exceed \$4,500.00 and \$2,300.00 respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for the Upward
Bound Awards Banquet

Ratify the agreements, from April 6-June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for Training
Services

Approve the additional compensation in the amount of \$3,278.74 to Allan Petersen & Associates;

Amendment to Agreement –
Allan Petersen & Associates

Adopt Resolution No. 37-05/06,

Authorization to Encumber

Authorization to Encumber Funds, and authorize the Secretary of the Board of Trustees to sign the Resolution;

Funds – Resolution No. 37-05/06

Accept the Ceramics Building Roof Replacement Project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works); and 3) authorize the Board President to sign the notice;

Notice of Completion – Ceramics Building Roof Replacement Project

Accept the General Paving Project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the notice;

Notice of Completion – General Paving Project

Authorize the Vice Chancellor, Administration and Finance, to set a hearing under PCC 4107, to appoint a qualified hearing officer to consider substitution of the elevator subcontractor, Mitsubishi Elevator Company, with Amtech Elevator Services as the elevator subcontractor on the Quadrangle Modernization project, if so determined by the hearing officer, and to authorize the Vice Chancellor, Administration and Finance, to review and approve the decision of the hearing officer.

Subcontractor Substitution – Quadrangle Modernization Project

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

Item V-A-8-b was withdrawn from consideration with a request that the original language be incorporated before resubmitting to the Board.

Amendment to the Agreement with Barnes and Noble College Bookstores, Inc.

Information

In accordance with Board Policy 1042, the Chancellor has accepted the resignations of Ms. Sharon Terrill, Assistant Professor, Speech Communication/Director of Forensics, effective June 30, 2006, for personal reasons, Mr. Marcus Futch, Officer, Safety and Police, effective April 21, 2006, for career advancement, Ms. Christine Hiatt, Cosmetology Clerk, effective May 1, 2006, for personal reasons.

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

The Board received for information the financial status report for the quarter ended December 31, 2005.

Separations

Monthly Financial Report

CCFS – 311Q – Quarterly
Financial Status Report for
the Quarter Ended
December 31, 2005

BOARD COMMITTEE REPORTS

Academic Affairs and Student
Services

Academic Affairs

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the revised Regulations 8005. Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees accept the revised regulations for first reading. Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement, from May 17, 2006 through May 31, 2007, for an amount not to exceed \$40,000.00, plus agreed upon expenses, and authorize the Vice Chancellor,

Revised Regulations for Use
of Facilities – Policy and
Regulations 8005 – Second
Reading

Revised Regulations for
Student Fees – Policy and
Regulations 6042 – First
Reading

Agreement with Michael G.
Dolence and Associates

Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Daley])

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the codicil, for July 1, 2005 through June 30, 2006, for an amount not to exceed \$70,052.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Daley])

The Board received an information report regarding Toyota Motor Company's interest in the Norco Campus as a possible training location, and consequently moving the existing Toyota-TEN Program to Norco should that training program be realized.

Dr. DiThomas shared information with the Board on the activities of the Student Equity Implementation Team that has overseen implementation of the District's Student Equity Plan for 2005-2006.

Ms. Jacobsen provided an update to the Board on the activities of the International Students and Programs Department.

Ms. Martinez-Flores led the progress report to the Board on the Title V grants within the District, highlighting similar programmatic elements that exist at all three colleges, while also highlighting goals and objectives that are college specific.

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve a budget in the amount of \$100,200.00 for the Norco Campus Remodeling Project, and authorize the use of Measure C as the funding source. Motion carried. (3 ayes, 1 no [Slocum] and 1 absent [Daley])

Codicil to Memorandum of Understanding with Nuvview Union School District

Toyota Training Center Project

Student Equity Implementation Team

International Students and Programs Update

Title V District Grants Presentation

Finance and Audit

Proposed Remodeling Projects at the Norco Campus

The Board received for information the minutes from the April 17, 2006 Academic Affairs and Student Services, Personnel and Labor Relations, Planning and Development, and Finance and Audit Committee Meetings.

Board of Trustees
Committee Meeting Minutes

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

ACADEMIC SENATE REPORTS

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

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

Attorney Neufeld announced that, to comply with the Brown Act, because of a letter written to the State Chancellor's Office by Winston Pingrey alleging RCC has not returned funds it received from Palo Verde Community College District related to disallowed state apportionment, the Board adjourned the meeting to closed session to confer with legal counsel, anticipated litigation, significant exposure to litigation, pursuant to Government Code Subdivision (b) of Section 54956.9, one potential case.

CLOSED SESSION

The Board reconvened to open session at 11:25 p.m., announcing that no action was taken in closed session, and adjourned the meeting.

RECONVENEMNT AND
ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-B

Date: June 20, 2006

Subject: Governance in a Three-College District: Moving Towards More Effective Policy-Making – Board Committees

Background: At the Annual Planning Meeting of the Riverside Community College District Board of Trustees on March 22, 2006, the subject of governance in a three-college district was discussed. This discussion was important, given the District's evolution from a multi-campus college to a multi-college district and the self-study process currently underway in preparation for accreditation of the campuses as colleges.

Going forward, this matter will be addressed in two parts. First, recommendations concerning Board Committees ... their structure, focus, composition and operation ... will be presented at the June 20, 2006, Board meeting. Second, recommendations concerning Board agendas, their content and organization, will be presented at the August 29, 2006, Board meeting.

BOARD COMMITTEES

Restructuring of the current Board Committees was discussed on March 22. It is recommended at this time that the Committee structure be designed to support a three-college system and to align with new accreditation standards while continuing to serve as a vehicle for advising the Board, effectuating the goals of shared governance and providing a forum for the thoughtful deliberation of significant issues. To these ends, three committees are recommended: Teaching and Learning, Resources and Governance.

Committee on Teaching and Learning

This Committee would provide a venue for the discussion, review and deliberation of those issues and activities that affect the institution in the areas of instruction and student services. Thus, such matters as new programs, program review, student access and equity and related staff development and legislative matters could be placed on this Committee's agenda. The Vice Chancellor, Academic Affairs, would serve as the lead staff person for this committee, and the Campus/College Vice Presidents for Instruction and Student Services would serve as ex officio members. Committee composition would otherwise remain the same as that for the current Academic Affairs/Student Services Committee.

Committee on Resources

Agendas for this Committee would provide for the consideration, discussion and deliberation of matters concerning human resources (e.g. personnel and labor relations), facilities, technology and finance. Thus, such subjects as operating and capital expenditure budgets, staff diversity, staff development and training, investments, bond issuance, audits and related legislative matters would be discussed by this Committee. The Vice Chancellor, Administration and Finance would be the lead staff person for this committee and the Campus/College Vice Presidents for Business

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-B

Date: June 20, 2006

Subject: Governance in a Three-College District: Moving Towards More Effective Policy-Making – Board Committees (continued)

Services would serve as ex officio members. Committee composition would otherwise remain the same as that for the current Finance and Audit Committee, with one exception, that being the addition of the Vice Chancellor, Human Resources.

Committee on Governance

The focus of this Committee would be directed towards the future of the District and thus would include matters of governance, jurisdictional issues, mission and long-term strategic planning. The Chancellor would serve as the lead staff person for this Committee. The Campus/College Presidents would serve as ex officio members. Committee composition would otherwise remain the same as that for the current Planning and Development Committee.

Additionally, to ensure that Board Committees remain on target in terms of the goals of the Board Committee process and the general focus assigned to each Committee, it is recommended that the Chancellor, in consultation with the respective Committee Chairs, develop the meeting agendas by determining which items merit Committee consideration and the amount of time to be devoted to each. Finally, it is recommended that the new Committee structure begin in August 2006 and that Board Regulation 1011 be revised to reflect the recommendations contained herein.

Recommended Action: It is recommended that the Board of Trustees approve the proposed revision to the District's Board Committee structure as discussed above.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-C

Date: June 20, 2006

Subject: Agreement with The Ferguson Group, LLC

Background: The Ferguson Group, LLC has been representing the District since October 2003. During this time \$650,000.00 has come to the District in support of the School of Nursing, Riverside School for the Arts, and curriculum development to support the Middle College initiative during that time. Additionally, The Ferguson Group provides a service offered by eCivis Grants Locator, which is an online source for federal, state and foundation grant information, an invaluable resource as we look for agency grants.

The contract remains at \$7,500.00 a month, from July 1, 2006 through June 30, 2007, for a total cost of \$90,000.00, but still remains below their standard fee of \$10,000.00 per month. Funding source: the general fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract with The Ferguson Group, LLC, from July 2006 through June 30, 2007, in an amount not to exceed \$90,000.00, with approved additional actual expenses not to exceed \$6,000.00.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia MacDonald
Chief of Staff/Executive Assistant to the Chancellor

AGREEMENT
RIVERSIDE COMMUNITY COLLEGE DISTRICT AND
THE FERGUSON GROUP, L.L.C.

Pursuant to this Agreement, Riverside Community College District (hereinafter referred to as "the District") and The Ferguson Group, L.L.C. (hereinafter referred to as "the Washington Representative"), agree to assume the following obligations:

1. OBLIGATIONS OF THE FERGUSON GROUP

- A. The Ferguson Group will act as the Washington Representative to the District in Washington, D.C.
- B. The Washington Representative will confer with the District Chancellor, and such other personnel as the District Chancellor may designate, at the times and places mutually agreed to by the District Chancellor and the Washington Representative. This will be done on all organizational planning and program activity that has a bearing on the ability of the District to make the best use of federal programs and develop strategies consistent with federal agendas for accomplishing the District's goals and objectives.
- C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other Washington developments for the purpose of advising the District, on the Representative's own initiative, of those items that may have a bearing on the District's policies or programs. And, the Washington Representative will notify the District in advance of opportunities for federal funding prior to formal publication and obtain applications upon request.
- D. The Washington Representative will secure and furnish such detailed information as may be available on federal issues in which the District indicates an interest.
- E. The Washington Representative will review and comment on proposals of the District, which are being prepared for submission to federal agencies, when requested to do so by the District Chancellor.
- F. The Washington Representative will maintain liaison with the District's congressional delegation and assist the delegation in any matter that is in the best interest of the District and in the same manner as any other member of the District's staff might render assistance.
- G. The Washington Representative will counsel with the District and prepare briefing materials and/or conduct briefings for District representatives who are preparing to meet with Members of Congress and/or testifying before congressional committees and administrative agencies.
- H. The Washington Representative will arrange appointments (and accommodations when requested) for District officials to facilitate the efficient and effective performance of District business while in Washington, D.C.
- I. The Washington Representative will contact federal agencies on the District's behalf when

AMENDED

Backup II-C
June 20, 2006
Page 2 of 6

applications are under consideration by such agencies and otherwise take whatever steps necessary to obtain the most favorable consideration of such applications.

- J. The Washington Representative will provide grants identification and information services through *Grants Locator*, a comprehensive online database of federal competitive grant opportunities. The District will be provided IDs and passwords for an unlimited number of users.
- K. The Washington Representative will submit periodic reports providing the latest information on issues of interest to the District and provide an annual report giving an overview of The Ferguson Group's work over the past year and a forecast of issues to be faced in the upcoming year.
- L. In fulfilling the responsibilities under this Agreement, the Washington Representative will act in the name of the District and with the title Washington Representative to Riverside Community College District.

2. OBLIGATIONS OF RIVERSIDE COMMUNITY COLLEGE DISTRICT

- A. The District will contract with the Washington Representative for a period of twelve months.
- B. The contract will be for \$90,000.00 payable in advance in equal monthly installments of \$7500.00.
- C. The District, through the District Chancellor, will advise the Washington Representative of the name or names of persons other than the District Chancellor authorized to request service by the Washington Representative and the person or persons to be kept advised by the Representative.
- D. The District will supply the Washington Representative with a summary of all federal issues in which the District has interests and advise the Washington Representative of any new developments, together with the pertinent details as to the substance of such developments.
- E. The District will supply the Washington Representative with copies of budgets, planning documents, and regular reports from the District Chancellor's Office, and other materials to assist the Washington Representative in keeping current on the District's policies and programs.
- F. The monthly retainer does not cover: (1) travel expenses incurred pursuant to paragraph 1; (2) travel expenses for attendance at any other conferences attended by the Washington Representative outside of Washington D.C. at the request of the District; (3) incidental Washington expenses incurred in the course of conducting District business; (4) all long distance telephone expenses; (5) document production.
- G. Expenses pursuant to paragraph F will not exceed \$6000 for the life of this contract.

3. RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE FERGUSON GROUP CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

AMENDED

Backup II-C
June 20, 2006
Page 3 of 6

The Washington Representative assigned to the District:

- A. will not represent the District before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;
 - B. will not perform any legal, engineering, accounting or other similar professional services;
4. Either party may terminate this Agreement at any time by giving the other at least sixty (60) days notice in writing of such termination.

This Agreement shall take effect the 1st day of July 2006 and terminate the 30th day of June 2007.

THE FERGUSON GROUP, L.L.C.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

W. ROGER GWINN
President

DR. SALVATORE ROTELLA
Chancellor

Date

Date

AMENDED

Backup II-C
June 20, 2006
Page 4 of 6



To: Board of Trustees
From: David Kennett
Re: Activity Report for June 2005-April 2006
Date: May 9, 2006

It has been a pleasure serving as Riverside Community College's (College) Washington Representative. The following is a description of the work The Ferguson Group (TFG) has undertaken in this role since June 2005.

By June 2005 we had already formulated the College's Fiscal Year 2006 federal agenda and submitted the College's appropriation requests to your Representatives in Congress. This had involved meeting with College personnel on numerous occasions and completing all paperwork necessary to make these requests valid. Further, we arranged and attended appointments with the appropriate offices in Washington for College personnel at which they promoted these requests.

Late in 2005, President George W. Bush signed a bill into law which included \$100,000 to expand the School of Nursing. Since we commenced our relationship, this brings your total to \$650,000 of earmarks for College priorities. It is important to note that budgetary issues and Congressional squabbling during the Fiscal Year 2006 appropriations process led to earmarks not being included in the Labor/Education appropriations measure. This bill includes many accounts from which the College seeks earmarks, including the account from which the College obtained an earmark for your Middle College initiative in Fiscal Year 2005. This is the first time in memory that this bill did not contain Congressionally-directed spending. We recently learned that the Fiscal Year 2007 bill will again contain such spending, albeit likely less than previous years. All other appropriations bills are also becoming increasingly competitive as well.

In early 2006 we began the process of formulating an agenda for Fiscal Year 2007. The process followed was largely the same as in the previous year. The result was a detailed and briefing book which College representatives presented to the appropriate Congressional offices in February of 2006. As a result of these meetings and, again, after TFG compiled all the supporting paperwork and letters, the College's Congressional Representatives (both House and Senate) filed the College's Fiscal Year 2007 appropriation requests in March. TFG's job for the remainder of this year is to build support for these requests in order to secure additional earmark dollars.

TFG supported the College in a number of other areas during this period. Working with representatives from

AMENDED

Backup II-C
June 20, 2006
Page 5 of 6

the College, we compiled an analysis of President Bush's Fiscal Year 2007 education and workforce-training budget and presented this analysis to your Congressional Representatives as well as key personnel at the Department of Labor. This analysis will help your Members of Congress as key education legislation moves through the House and Senate this session.

In our meeting with the Department of Labor in February we learned key details regarding the President's Community Based Job Training Grant Program and other competitive grant programs, including details which will help the College tailor a program well-positioned to secure competitive grant funds. We learned the following:

Community Based Job Training Grants (CBJTG):

- Last year's submissions for the CBJTG program were disproportionately skewed towards the health care industry. DOL would like more diversity in the upcoming submissions.
- The solicitation for this year's grants will be sometime in late spring
- DOL's goals for the program remain the same – essentially, this program is to build College's capacities to train workers for the sorts of jobs that are available in specific areas.
- We were given a list and short description of successful grant applications.

High Growth Job Training Initiative

- DOL's goals for this program are much more broad than those for CBJTG.
- DOL seeks to fund models for a new approach to train workers for today's high growth, high demand jobs.
- They plan three solicitations: Advanced Manufacturing, Energy and Construction, and Homeland Security

We have helped RCC build on your relationship with DOL and, as a result, they will allow the College to run proposal ideas by them at any time before the solicitation is made. After the solicitation their input is necessarily limited.

TFG has also assisted the College as it seeks to focus Riverside County's efforts to secure Department of Homeland Security support for the Ben Clark Training Center. We submitted that the Riverside County DHS Task Force efforts with DHS should move away from a "top down" approach and center on commencing and building relationships with entities that are already partnered with DHS to provide training services through the Office of Domestic Preparedness (ODP). The goal should be to have the Ben Clark Training Center utilized by ODP as the training facility for at least Southern California jurisdictions and/or as a "train the trainers" facility for ODP. With such an arrangement, it may be possible that the Ben Clark Training Center be formally named one of ODP's training partners.

ODP's website (<http://www.odp.usdoj.gov>) states that their training undergoes continuous assessment through state and local exercises. Further, it states, "The ODP and its coalition of training partners rely on the high caliber of state and local subject matter experts in the development and delivery of training. Continuous instructor development is a shared priority." Clearly, in this context the Ben Clark Training Center could help ODP develop and assess their training programs and curriculum.

As part of our contract with the College, TFG is proud to offer *Grants Locator*, a service offered by eCivis.

AMENDED

Backup II-C

June 20, 2006

Page 6 of 6

Grants Locator is an online source for federal, state and foundation grant information that includes all key grant data in an easily searchable format. The service has grown in the past year to include a grant tracking service. I highly encourage the College to fully utilize this service, especially as details continue to emerge regarding the President's new job training grant program and other grant programs at the Departments of Labor and Education.

Again, it has been a pleasure and an honor serving the College. If this report or the attached contract raises questions, please let me know.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-D

Date: June 20, 2006

Subject: Summer Workweek

Background: For the past several years the District has observed Summer Workweek (four, ten-hour days). This year, due to the demands of the campuses and the need to increase student enrollment, the District is asking that all campuses and the District office remain open five days a week and all managers are to work five days a week. However, the District offices and all three campuses are allowing their classified and confidential support employees to work four-ten hour days as long as the offices are covered. Each campus has provided the District with a list of employees who will be working the four-ten, taking either Fridays or Mondays off.

The District would like to have continued the Friday closure, especially for classified employees, however, the needs of our students are pressing.

Recommended Action: It is recommended that the Board of Trustees approve the four-ten-hour day workweek for the District offices and all three campuses from June 19-August 18, 2006.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia MacDonald
Chief of Staff/Executive Assistant to the Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-E

Date: June 20, 2006

Subject: Extension of Contracts with Stephen C. Kuhn & Associates, Inc. to Conduct a Classification and Compensation Study for Riverside Community College District's Management and Classified (including Confidential) Positions

Background: On January 25, 2005 the District entered into a contract with Stephen C. Kuhn & Associates, Inc. to conduct a study for Management, Supervisory, and Classified (including Confidential) positions.

The District requires an objective system for determining classification allocation. All positions must be aligned based on job content and compensation has to be internally equitable based on those differences. The District's Compensation Plan must be competitive with the labor market. A need to standardize the approach for classification and pay allocation is critical to establish a baseline and maintain a stable and legally defensible Classification and Compensation Plan. Ms. Marcia McQuern's report to the Office of the Chancellor, formerly Office of the President, in June 2004 recommended that the District "re-examine the administrative pay structure and job descriptions."

Due to continuing health problems and the size of the District, Stephen Kuhn is requesting an extension from July 1, 2006 to December 30, 2006 for completion. There is an additional cost to the District of \$10,550.00 if the draft report is completed by October 30, 2006, otherwise the fee is forfeited.

Study Objectives and Deliverables:

1. The consultant will review existing management and classified (including confidential) classifications and compensation structure.
2. Prepare current class descriptions based upon information collected from the employees via a questionnaire provided by the consultant.
3. Implement a point factor method of job classification and have Human Resources personnel trained to administer the program in the future.
4. Review individual job classification specifications and determine whether the number of classifications can be reduced.
5. Conduct a detailed job analysis of all classifications and identify classes that should be included in the survey as benchmark positions.
6. Evaluate each classification; determine pay grade to which each classification can be assigned based upon the internal evaluation of the class and external market data.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-E

Date: June 20, 2006

Subject: Extension of Contracts with Stephen C. Kuhn & Associates, Inc. to Conduct a Classification and Compensation Study for Riverside Community College District's Management and Classified (including Confidential) Positions (Continued)

7. Prepare and present a draft report for initial examination and review.
8. Prepare and present final report.

Consultant Fee, Other Expenses, Timing:

Management Classification and Compensation Study. Fee not to exceed \$35,000.00; travel expenses not to exceed \$1,250.00. Total cost not to exceed \$36,250.00

Classified (including Confidential) Classification and Compensation Study. Fee not to exceed \$48,550.00; travel expenses not to exceed \$1,250.00. Total cost not to exceed \$49,800.00.

After-Study Involvement:

The consultant will be available to answer questions pertaining to the study for at least one year following the date of project completion at no cost.

Recommended Action: It is recommended that the Board of Trustees approve the extension of the contracts between Riverside Community College District and Stephen C. Kuhn and Associates from July 1, 2006 to December 30, 2006, with an additional cost of \$10,550.00, if the draft report is completed by October 30, 2006, otherwise the fee is forfeited.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia MacDonald
Chief of Staff/Executive Assistant to the Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-F

DATE: June 20, 2006

Subject: Board of Trustees Meeting Calendar

CALENDAR OF BOARD OF TRUSTEES MEETINGS
August - December 2006

<u>Date(s)</u>	<u>Type of Meeting</u>	<u>Campus/Location</u>
August 21 and 22, 2006	Board Committee Meeting(s) **	Board Room AD122 Riverside Campus
August 29, 2006	Regular Board Meeting**	Board Room AD122 Riverside Campus
September 5, 2006	Board Committee Meeting(s)*	Board Room AD122 Riverside Campus
September 12, 2006	Regular Board Meeting*	Board Room AD122 Riverside Campus
October 9 and 10, 2006	Board Committee Meeting(s)	Board Room AD122 Riverside Campus
October 17, 2006	Regular Board Meeting	Student Services 101 Moreno Valley Campus
November 13 and 14, 2006	Board Committee Meeting(s)	Board Room AD122 Riverside Campus
November 21, 2006	Regular Board Meeting	Student Services Lobby Norco Campus
December 4 and 5, 2006	Board Committee Meeting(s)	Board Room AD122 Riverside Campus
December 12, 2006	Special (Annual Organizational) Meeting*	Board Room AD122 Riverside Campus

Recommended Action: Transmitted for information only.

Salvatore G. Rotella
Chancellor

Prepared by: Heidi Wills, Administrative Assistant
Board of Trustees

* Early dates to meet County or State guidelines for bids or meeting(s).

** Change of date to accommodate schedules.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: V-A-1-a

Date: June 20, 2006

Subject: Academic Personnel

1. Appointments

Board Policy 1040 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

It is recommended the following appointments be approved:

a. Management

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Cynthia Tenpas	Assistant Dean, Library and Learning Resources (Moreno Valley)	07/01/06	14.5
*Lisa Howard-York	Interim District Associate Dean, School of Nursing	07/03/06	18.0

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Kimberly Anderson	Nursing Instructor (RCC)	08/24/06	F-3
Damianita Dyogi	Nursing Instructor (RCC)	08/24/06	E-10
Matthew Fast	Computer Information Systems Instructor (Moreno Valley)	08/24/06	F-1
Teresa Friedrich Finnern	Biology Instructor (Norco)	08/24/06	H-2
Priscilla Greco	Nursing Instructor (RCC)	08/24/06	F-6
Lidia Hulshof	Dental Assisting Instructor (MoVal)	08/24/06	H-3
Denise Indermuehle	Nursing Instructor (RCC)	08/24/06	E-6
Applewhite Minyard	English/Journalism Instructor (Norco)	08/24/06	F-6
Barbara Moore	Biology Instructor (Norco)	08/24/06	G-2
Jeffrey Rhyne	English Instructor (Moreno Valley)	08/24/06	H-6
Adviye Tolunay	Psychology Instructor (MoVal)	08/24/06	H-1
* Daniel Vega	Counselor/Instructor (Norco)	08/24/06	D-4
* Terrence Redfern	Mathematics Instructor (MoVal)	08/24/06	G-6
* Sivajah Somasundaram	Mathematics Instructor (RCC)	08/24/06	H-2
* Melvin Moncreiff	Nursing Instructor (RCC)	08/24/06	F-10

Report No.: V-A-1-a

Date: June 20, 2006

Subject: Academic Personnel

1. Appointments

c. Long-Term, Temporary Faculty

Non-Tenure Track, Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Academic Year</u>	<u>Salary Placement</u>
Margaret Amodeo	Counselor/Instructor (Copernicus Prog)	2006-07	G-9
David Avalos	Culinary Arts Instructor	2006-07	E-8
Gregory Aycock	CalWORKs Counselor/Case Manager (50%)	2006-07	G-13
Robert Baradaran	Culinary Arts Instructor	2006-07	D-7
Dee Chapman	Workforce Prep Counselor/Case Manager	2006-07	F-12
J. Leigh Cordery	DSPS Counselor/Career Development Spec.	2006-07	D-11
Monica Green-Cochrane	Workforce Prep Counselor/Case Manager	2006-07	D-11
Karyn Magno	Counselor/Instructor (Student Financial Svs)	2006-07	D-4
Daniel Ortega	Counselor/Instructor (Title V)	2006-07	F-5
Mary Ryder	Counselor/Coordinator, Vocational Outreach	2006-07	C-15
Sylvia Stone	Nursing Instructor	2006-07	E-10
Jeffie Townsell	Counselor/Instructor (Student Fin Svs)	2006-07	E-9
Amy Vermillion	Nursing Instructor	2006-07	E-6

d. Special Assignments

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

e. Overload Assignments

Summer Intersession 2006

The individuals specified on the attached list.

f. Part-Time Faculty, Hourly Assignments

Spring Semester 2006

The individuals specified on the attached list.

Summer Intersession 2006

The individuals specified on the attached list.

g. Child Development Center Hourly Employee

<u>Name</u>	<u>Position</u>
Brenda Kelley	Preschool Teacher, Hourly

h. Department Chair Assignments, Academic Year 2006-07

The individuals specified on the attached list.

Report No.: V-A-1-a

Date: June 20, 2006

Subject: Academic Personnel

1. Appointments – cont.

- i. Coordinator Assignments, Academic Year 2006-07
The individuals specified on the attached list.
- j. Extra-Curricular Assignments, Academic Year 2006-07
The individuals specified on the attached list.

2. Summer Coaching Compensation

It is recommended the Board of Trustees approve the employment/compensation to the coaches specified on the attached list during a portion of the months of July and August for the purpose of planning their respective seasons, following up on activities relating to enrollment of students, and to accomplish the other necessary tasks so vital to a successful athletic program. The compensation is in accordance with Board Policy 4035 and not to exceed the number of hours indicated.

3. Adjustment of Hire Date

At its meeting of May 16, 2006, the Board of Trustees approved the appointment of Ricardo Perez as Vice President of Student Services (RCC), with a hire date of July 1, 2006. Because of a schedule conflict, he will not be available to begin employment until July 17, 2006.

It is recommended the Board of Trustees adjust the hire date of Ricardo Perez, Vice President of Student Services (RCC) from July 1, 2006, to July 17, 2006.

4. Salary Reclassification

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

It is recommended the Board of Trustees grant salary reclassification to the following individual, effective July 1, 2006:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Diane Dieckmeyer	G	H

Report No.: V-A-1-a

Date: June 20, 2006

Subject: Academic Personnel

5. Title Changes

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

It is recommended the Board of Trustees approve the change in title for the academic positions listed below, effective June 21, 2006:

<u>Incumbent</u>	<u>From</u>	<u>To</u>
Sandra Baker	Dean/Director, Nursing Education	District Dean, School of Nursing
David Torres	Director, Institutional Research	District Dean, Institutional Research

6. Management Employment Contracts

The Riverside Community College District, consistent with the provisions of Education Code Section 72411, a provision enacted under AB1725, allows administration to be employed by the Governing Board of the District by an appointment or contract, not to exceed four years. The following contracts are being submitted for approval:

<u>Position</u>	<u>Contract Term</u>	<u>Annual Salary</u>
President, Moreno Valley	03/22/06-03/22/10	\$150,000
President, Norco	03/22/06-03/22/10	\$150,000
Interim Vice Chancellor, Diversity and Human Resources	Beginning 6/14/06 (Not to exceed 1 year)	\$150,000

7. Request for Unpaid Leave of Absence

Debadarshi (Dipen) Bhattacharya, Assistant Professor of Physics, has requested an unpaid leave of absence for the 2006-07 academic year. The District, at its discretion, may grant such leaves, and the Vice Chancellor of Academic Affairs supports this request.

It is recommended the Board of Trustees approve the request of Debadarshi (Dipen) Bhattacharya, Assistant Professor of Physics, for an unpaid leave of absence during the 2006-07 academic year.

Report No.: V-A-1-a

Date: June 20, 2006

Subject: Academic Personnel

8. Request to Rescind Appointment

At its meeting of February 21, 2006 the Board of Trustees approved the appointment of Sharon Lima as a Mathematics Instructor (RCC). Ms. Lima has decided to decline the District's offer of employment.

It is recommended the Board of Trustees rescind the appointment of Sharon Lima, as Mathematics Instructor (RCC).

9. Separations

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Danette Brown	Assistant Professor, Physician Assistant	08/16/06	Personal
Dasiea Cavers-Huff	Associate Professor, Philosophy	06/30/06	Personal
Susan Drummond	Associate Professor, Nursing	08/03/06	Personal
Mary Lange	Assistant Professor, Nursing	08/03/06	Personal*
*(Previously submitted during the January 24, 2006 board meeting.		This is a date adjustment.)	
Richard Ramirez	Interim Director, Diversity, Equity & Compliance	05/31/06	Interim
Richard Velez	Associate Professor, Counseling (EOPS)	06/30/06	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

Report No.: V-A-1-b

Date: June 20, 2006

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Normand Godin	Vice President, Business Services/ Norco Campus	07/03/06	19.5	Promotion
Robert Grajeda	Director, Corporate and Business Development (MEC)	07/03/06	15.0	Appointment
*Bill Orr	Vice President, Business Services/ Moreno Valley Campus	07/03/06	19.5	Appointment

b. Management – Categorically Funded

*Alejandro Torres	Director, Gear Up	06/21/06	16.1	Appointment
-------------------	-------------------	----------	------	-------------

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
*Janna Accomando	Facilities & Planning Specialist – Accounting	07/10/06	20-1	Appointment
Edward Alvarez	Student Services Specialist/Norco Campus	06/21/06	17-2	Promotion
Robert Castor	Custodian	06/21/06	13-1	Appointment
*Claudia Castro	Educational Advisor (Occupational Education)	07/17/06	18-5	Appointment
Cathy Gerke	Secretary III (Facilities, Planning, Design and Contract)	06/21/06	16-1	Appointment
*Tibor Juhasz	Maintenance Mechanic (AC/Electrical/Refrigeration)	06/30/06	20-1	Appointment
Edward Shih	Library Network/Multimedia Integration Specialist	06/22/06	28-2	Appointment
*Timothy Ragusa	Microcomputer Support Specialist (Information Services)	07/05/06	22-1	Appointment

Report No.: V-A-1-b

Date: June 20, 2006

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential – (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
*Silvia Trejo	Outreach/Middle College High School Coordinator/Moreno Valley Campus (Part-time, 50%)	07/05/06	21-5	Transfer

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Cynthia Freeman	Accounting Services Clerk (Workforce Preparation)	07/05/06	18-1	Appointment
Tara McCarthy	Outreach and Recruitment Services Specialist (College Program Support)	06/21/06	16-1	Appointment
*Angie Topete	Occupational Education Assistant (Occupational Education)	07/05/06	16-1	Appointment

e. Professional Experts
(None)

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

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

h. Community Education Program
(None)

i. Special Assignments
Payment to be approved for the following individuals in the amount indicated for their participation in a special assignment:
Foster Youth Life Skills Workshop Presenter (07/01/06 – 12/31/06)
Michelle Davila, Cynthia Ortiz, and Gustavo Ortiz – Total amount not to exceed \$3,000 per individual

Subject: Classified Personnel

2. Reclassification of Classified Supervisory Position

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

<u>Current Title/Range</u> Supervisor/Sergeant, Safety and Police Range: 11.1	<u>Current Title/Proposed New Range</u> Supervisor/Sergeant, Safety and Police Range: 13.0
---	--

3. Reclassification of Confidential Position

Board Policy 4045 provides for reclassification of confidential positions. It is recommended the Board of Trustees approve the title/range, as shown below, for the Administrative Assistant to the President retroactive to March 22, 2006 and the Administrative Assistant, Office of the Chancellor and Board of Trustees effective July 3, 2006:

<u>Current Title/Range</u> Administrative Assistant to the Provost (Moreno Valley and Norco Campus) Range: 15	<u>Proposed New Title/New Range</u> Administrative Assistant to the President (Moreno Valley and Norco Campus) Range: 16
Administrative Assistant, Board of Trustees Range: 22	Administrative Assistant, Office of the Chancellor and Board of Trustees Range: 22

4. Request for Permanent Increase in Workload for Permanent, Part-time Position

The Associate Vice Chancellor, Student Services/Operations has requested a permanent increase in workload for the permanent, part-time position of Educational Advisor held by Isabel Alanis from 47.5% to 100%, and whereas this request has the approval of the Vice Chancellor, Student Services;

It is recommended the Board of Trustees approve the permanent increase in workload for the permanent, part-time position of Educational Advisor from 47.5% to 100%, effective July 1, 2006.

AMENDED*

Report No.: V-A-1-b

Date: June 20, 2006

Subject: Classified Personnel

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

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

<u>Name</u>	<u>Title</u>	<u>Effective</u>
Julia Granton	Instructional Department Specialist	May 31, 2006
Sharisse Smith	Educational Advisor	June 1, 2006
Kwong Yin Lai	Microcomputer Support Specialist	June 22, 2006

6. Non-Continuance of Categorically Funds

Board Policy 1040 authorizes the President, or designee, to determine college staffing, subject to final approval by the Board of Trustees, the position of Talent Search Coordinator (Moreno Valley Campus), held by Silvia Trejo, is no longer needed due to non-continuance of categorical funds;

It is recommended the Board of Trustees approve the reduction in classified bargaining unit staffing by one, through the elimination of the Talent Search Coordinator (Moreno Valley Campus) position, effective August 4, 2006.

7. Separations

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

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

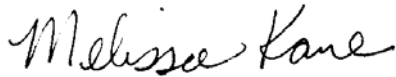
<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
*Tania Graham	Clerk Typist	07/05/06	Personal
Thuyet Truong	Campus Campaign Specialist	06/23/06	Personal

Report No.: V-A-1-b

Date: March 21 and 22, 2006

Subject: Classified Personnel

Submitted by:



Melissa Kane
Interim Vice Chancellor, Diversity and
Human Resources

Transmitted to the Board by:



Salvatore G. Rotella

Concurred by:



Virginia MacDonald
Chief of Staff/Executive Assistant to
the Chancellor

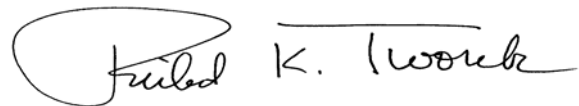
Concurred by:

Daniel Castro
President, Riverside City College



Brenda Davis
President, Norco Campus

Ray Maghroori
Vice Chancellor, Academic Affairs



James L. Buysse
Vice Chancellor, Administration and Finance

Richard Tworek
President, Moreno Valley Campus



Linda Lacy
Vice Chancellor, Student Services/Operations

Revision of Program Review Process (Summer 2006)

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

Richard Mahon – Total amount to be paid not to exceed \$250

Arend Flick - Total amount to be paid not to exceed \$250

Bonnie Pavlis - Total amount to be paid not to exceed \$250

Sheila Pisa – Total amount to be paid not to exceed \$250

Update 4Faculty Modules (Summer 2006)

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

Joan Gibbons-Anderson – Total amount to be paid not to exceed \$1,200.24

Bonnie Pavlis - Total amount to be paid not to exceed \$1,200.24

Curriculum Development for New Architecture Courses (Summer 2006)

Design new content and curricula for architecture courses for recommendation to Curriculum committee for future implementation. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Judy Jorgensen – Total amount to be paid not to exceed \$3,838.26

Shut up and Sing! Collaborate Method playwright and musical theatre composition. (Summer 2006) Collaborate with a playwright to compose a musical theatre piece that will be produced by students during the 2006-2007 academic year. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Peter Curtis – Paid as lump sum upon completion in the amount of \$5,001

JFK English Boot Camp (Summer 2006)

Develop English Boot Campus consisting of courses with the purpose of allowing students to attain skills necessary to be in higher English classes. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Sheryl Tschetter – Total amount to be paid not to exceed \$10,703

Title VIB - Global Logistics (Summer 2006)

Develop curriculum modules focusing on the international aspects of Global Logistics.

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

Rex Beck – Total amount to be paid not to exceed \$2,000.40

Title VIB - Global Logistics (Fall 2006)

Develop curriculum modules focusing on the international aspects of Global Logistics.

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

Rex Beck – Total amount to be paid not to exceed \$3,400.68

Curriculum and Program Design Development Film and Photography (Spring 2006)

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

Ross Clark – Paid as lump sum upon completion in the amount of \$2,500.50

Title VIB Business and International Education Program (Summer 2006)

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

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

Riverside County Child and Families Commission ECS Faculty and Staff training: Children with Special needs. (Spring 2006)

Will assist with rewriting the course outlines for the Early Childhood Studies Department. The revision will include defining Student Learning Outcomes and updating assessment methods. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kim Metcalfe – Paid as lump sum upon completion in the amount of \$403

Debbie Cazares – Paid as lump sum upon completion in the amount of \$725

Sarah Burnett – Paid as lump sum upon completion in the amount of \$483

Gayle Sorensen-Nunez – Paid as lump sum upon completion in the amount of \$161

Mary Flyr – Paid as lump sum upon completion in the amount of \$806

Debbie Whitaker Menesis – Paid as lump sum upon completion in the amount of \$483

Shari Yates – Paid as lump sum upon completion in the amount of \$483

Title V- Riverside (Summer 2006)

Development of curriculum for Summer Bridge & Family Academy. Assist in marketing plan. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Daniel Ortega – Total amount to be paid not to exceed \$2,000.40

Title V- City Campus – Discipline Coordinator (Summer 2006)

Coordinate duties may include assisting with curriculum development for pre-collegiate courses such as curriculum redesign, modular curriculum, assessment and evaluation, supplemental course instruction, syllabi revision, learning community development, alternative teaching/learning approaches, participate in off-campus sites visits, identifying professional development needs and serve as a facilitator between Title V program, departments and disciplines to ensure communication and identify department needs as they relate to pre-collegiate courses. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Christine Sandoval – Paid as lump sum upon completion in the amount of \$500

Linda Stonebreaker - Paid as lump sum upon completion in the amount of \$500

Carla Stoabs - Paid as lump sum upon completion in the amount of \$500

Integration of Reading and History (Learning Cohorts) (Summer 2006)

Integrate current Reading 81 and/or Reading 82 courses with History 14 and/or History 15.

Project includes development of integrated assignments, grading systems, rubrics, and student learning outcomes as predetermined by approved course curriculum. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Anne Pfeifle – Paid as lump sum upon completion in the amount of \$500

Program Review Advisement (Summer 2006)

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

Jim Thomas – Total amount to be paid not to exceed \$1350.27

Stipend for use of online materials (Summer 2006)

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

Patricia Smith – Paid as lump sum upon completion in the amount of \$200

Robert Prior – Paid as lump sum upon completion in the amount of \$400

Richard Mahon – Paid as lump sum upon completion in the amount of \$300

Kristina Kauffman - Paid as lump sum upon completion in the amount of \$300

Carolyn Quin - Paid as lump sum upon completion in the amount of \$700

Update Course Outline of Record (Summer 2006)

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

Ilse Hoyle – Paid as lump sum upon completion in the amount of \$100

Jennifer Waggoner - Paid as lump sum upon completion in the amount of \$500

Mark Sugars - Paid as lump sum upon completion in the amount of \$100

Jennifer Bierich - Paid as lump sum upon completion in the amount of \$100

Lei Wei-Lin - Paid as lump sum upon completion in the amount of \$100

Planning and implementation for Capacity Building for Nursing Program Expansion program start-up (Summer 2006)

Perform all activities necessary to ensure successful program start-up in the fall 2006 term.

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

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

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

Curriculum Development Math and Science Game Simulation (RSA) (Summer 2006)

Research and preparation of program curriculum related to math, science and gaming simulation.

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

Richard Scott Ries – Paid as lump sum upon completion in the amount of \$3,600.72

Judy Perhamus – Paid as lump sum upon completion in the amount of \$1,000.20

Susan Blackman – Paid as lump sum upon completion in the amount of \$1,000.20

Carlos Garcia – Paid as lump sum upon completion in the amount of \$1,000.20

Vocal Jazz Ensemble Recording (Summer 2006)

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

Angela Tabor – Paid as lump sum upon completion in the amount of \$500

Gerhard Guter – Paid as lump sum upon completion in the amount of \$500

Student Art shows in Landis Performing Arts Center (Summer 2006)

Installation and production for summer: gallery management and production of art exhibits.

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

Leslie Ann Brown – Paid as lump sum upon completion in the amount of \$1,000.20

Curriculum and Program Design Development in Multimedia, animation, Film and Photography and interactive entertainment. (Summer 2006)

Research and preparation of new courses and/or programs; revision assistance with preparation of course outlines. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Terry Keiser – Paid as lump sum upon completion in the amount of \$1,000.20

Curriculum and Program Design Development in Photography. (Summer 2006)

Research and preparation of curriculum in the area of Photography. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Nancy Gall – Paid as lump sum upon completion in the amount of \$1,000.20

Copernicus Project High School/College Summer Science Camp (Summer 2006)

RCC Science Faculty will provide a science enrichment program to attract high school students to the sciences and to teaching science. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

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

Riverside English Articulation Project (Summer 2006)

To create an interactive website for REAP to utilize data & info in K16 Arena. To create pilot site on academic server for faculty to share curriculum & course offerings with students & community. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

George Zottos – Paid as lump sum upon completion in the amount of \$4,574

Analysis of data from Literature course student assessment. (Summer 2006)

Literature course students took a beginning and ending semester survey in Spring 06. Will compile and analyze data for the discipline. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kelly Douglass - Total amount to be paid not to exceed \$750

Revision of Program Review Process. (Summer 2006)

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

Rebecca Loomis - Total amount to be paid not to exceed \$250

The 3 Online Course Set-up and Prep Work. (Summer 2006)

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

Matt Gourley – Paid as lump sum upon completion in the amount of \$500

Norco Campus Physical Education & Athletic Programs (Fall, Win & Spring 2006-2007)

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

James Kross- Total amount to be paid not to exceed \$27,060

Title V City Campus – English Modular Curriculum Project (Summer 2006)

To design curriculum, assessments, diagnostics for the English modular curriculum and to create an implementation plan for pilot in the fall of 2006. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Christine Sandoval - Total amount to be paid not to exceed \$2,000.40

Brit Osgood-Treston - Total amount to be paid not to exceed \$2,000.40

Tucker Amidon - Total amount to be paid not to exceed \$2,000.40

Thatcher Carter - Total amount to be paid not to exceed \$2,000.40

Cindy Okamura - Total amount to be paid not to exceed \$500.10

Dept. Chair Duties. (Summer 2006)

To perform necessary departmental duties. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Shari Yates – Paid as lump sum upon completion in the amount of \$350

Kristi Woods – Paid as lump sum upon completion in the amount of \$350

Peter Westbrook – Paid as lump sum upon completion in the amount of \$350

Edward Wales – Paid as lump sum upon completion in the amount of \$700

Fernando Salcedo – Paid as lump sum upon completion in the amount of \$350

Rogelio Ruiz – Paid as lump sum upon completion in the amount of \$350

Phyllis Rowe – Paid as lump sum upon completion in the amount of \$350

John Rosario – Paid as lump sum upon completion in the amount of \$350

Paul O’Connell – Paid as lump sum upon completion in the amount of \$700

Jodi Julian – Paid as lump sum upon completion in the amount of \$350

Lisa Howard – Paid as lump sum upon completion in the amount of \$350

Judy Haugh – Paid as lump sum upon completion in the amount of \$350

Carol Farrar – Paid as lump sum upon completion in the amount of \$700

Joseph Eckstein – Paid as lump sum upon completion in the amount of \$700

Diane Dieckmeyer – Paid as lump sum upon completion in the amount of \$700

James Cregg – Paid as lump sum upon completion in the amount of \$700

Dorothy Campbell – Paid as lump sum upon completion in the amount of \$350

Timothy Brown – Paid as lump sum upon completion in the amount of \$700

Scott Blair – Paid as lump sum upon completion in the amount of \$350

Michael Amrich – Paid as lump sum upon completion in the amount of \$350

Cordell Briggs – Paid as lump sum upon completion in the amount of \$700

Matthew Barboza – Paid as lump sum upon completion in the amount of \$700

Steve Sigloch – Paid as lump sum upon completion in the amount of \$700

Janice Schall – Paid as lump sum upon completion in the amount of \$350

Dept. Chair Duties. (Summer 2006)

To perform necessary departmental duties. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule. (Cont'd)

- Charles Richard – Paid as lump sum upon completion in the amount of \$350
- Dariush Haghighat – Paid as lump sum upon completion in the amount of \$350
- Steve Horn – Paid as lump sum upon completion in the amount of \$350
- Patricia Bufalino – Paid as lump sum upon completion in the amount of \$700
- Gregory Elder – Paid as lump sum upon completion in the amount of \$200
- Diane Marsh – Paid as lump sum upon completion in the amount of \$700
- Rosario Mercado – Paid as lump sum upon completion in the amount of \$500

Teacher Preparation Title V Grant. (Summer 2006)

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

- Kierstin Hemborg - Total amount to be paid not to exceed \$2,000.40

NSF – Advanced Technological Education Program. (Summer 2006)

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

- Andy Robles - Total amount to be paid not to exceed \$2,400.48
- Paul VanHulle - Total amount to be paid not to exceed \$3,681.60
- Shufen Huang - Total amount to be paid not to exceed \$2,000.40

NSF – Advanced Technological Education Program. (Fall 2006)

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

- Paul VanHulle - Total amount to be paid not to exceed \$4,250.85

High School Liaison Norco Campus Title V Grant. (Summer 2006)

Work with the CNUSD to develop and align ESL curriculum for possible articulation agreement between the two districts. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

- Kristen Stutz - Total amount to be paid not to exceed \$3,200.64

High School Liaison for ESL Curriculum Alignment & Development. (Summer 2006)

Work with the CNUSD to develop and align ESL curriculum for possible articulation agreement between the two districts. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

- Margarita Shirinian - Total amount to be paid not to exceed \$3,838.27

Teacher Preparation Title V Grant (Summer 2006)

Faculty member will align the Task stream and integrate the student outcomes. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

- Katie Smith- Total amount to be paid not to exceed \$950.19
- Mary Legner - Katie Smith- Total amount to be paid not to exceed \$2000.40
- Tim Brown- Total amount to be paid not to exceed \$950.19

Student Learning Outcomes Training. (Summer 2006)

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

Jay Townsend – Paid as lump sum upon completion in the amount of \$50

Sara Austin – Paid as lump sum upon completion in the amount of \$50

Jule Ardis – Paid as a lump sum upon completion in the amount of \$50

The 3 Online Course Set-up and Prep Work. (Spring 2006)

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

Martie Engle – Paid as lump sum upon completion in the amount of \$500

COR, Program Review & Assessment Training. (Summer 2006)

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

Cindy Okamura – Paid as lump sum upon completion in the amount of \$100

Jon Mettrick – Paid as lump sum upon completion in the amount of \$100

Terry Keiser – Paid as lump sum upon completion in the amount of \$100

Rich Finner – Paid as lump sum upon completion in the amount of \$100

Mark Lewis – Paid as lump sum upon completion in the amount of \$100

Kelly Douglas – Paid as lump sum upon completion in the amount of \$100

Huda Aljord – Paid as lump sum upon completion in the amount of \$100

Michael Joyce – Paid as lump sum upon completion in the amount of \$100

Bonavita Quinto – Paid as lump sum upon completion in the amount of \$100

Kierstin Hemborg – Paid as lump sum upon completion in the amount of \$100

Rebecca Marsh – Paid as lump sum upon completion in the amount of \$100

Edward Wales – Paid as lump sum upon completion in the amount of \$100

Paul VanHulle – Paid as lump sum upon completion in the amount of \$100

Clay Hodson – Paid as lump sum upon completion in the amount of \$100

Kristi Woods – Paid as lump sum upon completion in the amount of \$100

Joan Gibbons-Anderson – Paid as lump sum upon completion in the amount of \$100

Claudia Dealba-Yount – Paid as lump sum upon completion in the amount of \$100

Stephen Horn – Paid as lump sum upon completion in the amount of \$100

Michael Cluff – Paid as lump sum upon completion in the amount of \$100

Presentation of COR, Program Review & Assessment Workshop. (Summer 2006)

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

Arend Flick – Paid as lump sum upon completion in the amount of \$775.86

Bonnie Pavlis – Paid as lump sum upon completion in the amount of \$775.86

Jim Thomas – Paid as lump sum upon completion in the amount of \$775.86

Honors Program Coordinator. (Winter 2006)

Coordinate Honors Program on Norco Campus, recruiting and advising students, prepare and plan for Spring semester. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Deborah Makin - Total amount to be paid not to exceed \$2,700

Accreditation Preparation. (Summer 2006)

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

Susan Mills - Total amount to be paid not to exceed \$5,401.08

Jim Thomas - Total amount to be paid not to exceed \$2,700.54

Deborah Makin - Total amount to be paid not to exceed \$2,700.54

Gail Zwart - Total amount to be paid not to exceed \$2,700.54

Sarah Burnett - Total amount to be paid not to exceed \$2,700.54

*Sheila Pisa - Total amount to be paid not to exceed \$5401.08

*Dan Clark - Total amount to be paid not to exceed \$5401.08

Advisor to the Chancellor (July 1, 2006 to June 30, 2007)

Represent the District in the community; serve as a resource to student services; work on special projects as determined.

Richard P. Ramirez – Total amount to be paid not to exceed \$27,060

Name	Subject
Acharya, Surekha	English
Almquist, David	Physical Education
Amrich, Michael	Chemistry
Andacheh, Khalil	Sociology
Anguiano, Joe	English
Arguelles, Rudolph	Physical Education
Armstrong, Sally	Art
Bader, Melissa	English
Baker, David	Sociology
Banks, James	Human Services
Barboza, Matthew	Computer Information Systems
Beckstrom, Douglas	Dental Technology
Bemis, Chad	Mathematics
Bernier, Daniel	Chemistry
Bhatia, Shailesh	Computer Information Systems
Biancardi, Fabian	Political Science
Blair, Scott	Astronomy
Boelman, Peter	Economics
Bonzoumet, Nikki	Physical Education
Briggs, Cordell	English
Brotherton, Catherine	Computer Information Systems
Brown, Danette	Physician's Assistant
Brown, Jami	Sociology
Brown, Timothy	Reading
Brown, William	Physical Education
Broyles, Larisa	Anthropology
Bufalino, Patricia	Health Care Technician
Burnett, Sarah	Early Childhood Studies
Campbell, Dorothy	Spanish
Chaks, Michael	Accounting
Chenoweth, Rita	Dance
Christiansen, Jill	Nursing
Chung, Elisa	Mathematics
Cluff, Michael	English
Colucci, Marie	Nursing
Cordier, Gerald	Engineering
Coverdale, John	Computer Application Technologies
Cregg, James	Computer Information Systems
Cryder, Michael	Anatomy & Physiology
Daddona-Moya, Michelle	Physical Education
Davin, Richard	Sociology

Name	Subject
Dean, Leslie	Geography
DeGuzman, Joseph	Mathematics
Dierdorff, Joanne	Dance
Drummond, Susan	Nursing
Duran, Jose	Business Administration
Elton, William	Physical Education
Finner, Richard	Graphics Technology
Fontaine, Robert	Emergency Medical Services
Forlenza, Gerard	History
Foster, Donald	Music
Frewing, Janet	Mathematics
Galicia, Felipe	Biology
Gibbs, Travis	Psychology
Gobatie, Cynthia	Philosophy
Haghighat, Dariush	Political Science
Haines, Mark	Dance
Hausladen, Lisa	Medical Assisting
Havener, Kathy	Nursing
Herrick, Scott	Biology
Heyde, Marilynn	Dental Hygiene
Hitchcock, Dominique	Spanish
Hopkins, John	Art
Howard, Lin	English
Howard, Lisa	Nursing
Huang, Shufen	Mathematics
Humble, Dina	Music
Hunt, Glenn	Mathematics
Ingham, Susan	English
Ishihara, Chie	Business Administration
Issa, Ali	Health Science
Johnson, Brian	Mathematics
Johnson, Fen	Mathematics
Judon, LaNeshia	Business Administration
Julian, Jodi	Theater Arts
Kinser, Anita	Nursing
Kollitz, Janice	English
Kreitner, Lani	English
Kross, Carolyn	Nursing
LaCava, Wilma	Nursing
Lange, Mary	Nursing
Legner, Mary	Mathematics

Name	Subject
Lehr, Janet	Computer Application Technologies
Lehr, Mark	Computer Information Systems
Lesser, Donna	Dental Hygiene
Locke, Gary	Music
Lovelace, Allan	Journalism
Lowden, Clara	Physical Education
Lowry, Stephanie	Nursing
Mariscal, Barbara	Cosmetology
Matsos, Peter	Psychology
Mayse, Kevin	Music
McCarron, James	Physical Education
McLeod, Scott	Computer Information Systems
McQuead, Michael	Computer Information Systems
Middleton, Delores	Physician's Assistant
Mills, Susan	Mathematics
Miter, Carol	English
Montano, Michael	Mathematics
Morales, Gerber	Mathematics
Morrison, James	Microbiology
Namekata, James	Mathematics
Nelson, David	Theater Arts
Nelson, Lee	Nursing
Nelson, Lisa	English
Nollette, Christopher	Emergency Medical Services
O'Connell, Paul	Automotive Technology
O'Neill, Terrence	Mathematics/Physics
Osgood-Treston, Brit	English
Pardee, Ronald	Business Administration
Parker, Alfred	History
Parks, Jason	Mathematics
Perhamus, Judith	Computer Information Systems
Prior, Robert	Mathematics
Quinto-MacCallum, Bonavita	Spanish
Reid, Miguel	English as a Second Language
Richard, Charles	Music
Ries, Richard	Mathematics
Robles, Andy	Mathematics
Rocco, Christopher	Humanities
Rodriguez, Nicholas	Cosmetology
Rogers, Dennis	Physical Education
Romero, Clarence	Psychology

Name	Subject
Rowe, Phyllis	Nursing
Ruiz, Rogelio	Mathematics
Ruiz, Ronald	Psychology
Sanchez, Marc	Mathematics
Sandoval, Christine	English
Sarkis, Rosemarie	French
Saxon, Kathleen	Mathematics
Schall, Janice	Sociology
Schutte, Donna	Nursing
Seniguar, John	Cosmetology
Shirinian, Margarita	English as a Second Language
Sigloch, Steven	Physical Education
Skiba, Karin	Art
Slocum, David	Automotive Technology
Sloniger, Mitzi	Reading
Smith, John	Physical Education
Smith, Katie	Reading
Spangler, Jason	English
Stearns, Frank	Accounting
Stoabs, Carla	English as a Second Language
Stone, Sylvia	Nursing
Suzuki, Takashi	Japanese
Thompson, Oliver	Administration of Justice
Tjandra, Margaret	English as a Second Language
Torre, Sandra	Computer Application Technologies
Tovares, Charles	Geography
Tran, Phu	Physics
Tutor, Patricia	Nursing
Ulloa, Yuri	Automotive Technology
VantHul, Tammy	Nursing
Wagner, Stephen	Anatomy & Physiology
Wagner, Thomas	Business Administration
Wales, Edward	Engineering
Warren, Roger	Cosmetology
Waxman, David	Physical Education
Webster, Diana	Management
Westbrook, Peter	Cosmetology
Wicken, Ingrid	Physical Education
Wilcoxson, Don	Business Administration
Willie, Cheryl	Cosmetology
Woods, Kristi	History

Name	Subject
Worsham, Patricia	Accounting
Wyckoff, Charles	Management
Yates, Sharon	Early Childhood Studies
Yoshino, Ron	History
Young, John	Economics
Yount, Gwendolyn	Spanish
Zapata, Valarie	English
Zwart, Gail	Business Administration

NAME	SUBJECT
Allgaier, Jennifer	Dance
Alverson, David	Music
Arrowsmith, Beverly	Theatre
Beach, James	Mathematics
Biamonte, Nick	Philosophy
Brown, Megan	Theatre
Chen, An	Physical Education
Clarke, Wilton	Mathematics
Corselli, Nick	Health Science
Dohn, Ayumi	Japanese
Durette, Michael	Real Estate
Gitlin, Phyllis	Theatre
Grant, James	Geography
Guldhammer, Bente	Music
Halldane, John	Mathematics
Helmick, Keith	Mathematics
Jacobsen, Renee	Geography
Kelley, Heather	Mathematics
Lee, Chang	Spanish
Lee, Stephen	Mathematics
Lopez, Irma	Mathematics
Mah, Daisy	Chemistry
Mahoney, Paul	Physical Education
Maldonado, Greg	Music
McPhee, John	Geography
Ngo, Hai	Mathematics
Oepomo, Tedja	Mathematics
Olson, Susan	Physical Education
Redona, Jeff	Mathematics
Ringo, Cortney	Mathematics
Roberts, Allison	Mathematics
Robles, Fred	Physical Education
Saguar, Esther	Spanish
Saxon, Kathleen	Mathematics
Scarano, Robert	Music
Sendowsky, Guido	Physical Education
Shrake, Cregan	Geography
Solorzano, Ceasar	Spanish
Thoms, Eugene	Mathematics
Tran, Victor	Mathematics
Trinh, Tyler	Mathematics

NAME	SUBJECT
Ukpo, Theresa	Health Science
Yao, Chui	Mathematics
Zeller, Michael	Mathematics

<u>NAME</u>	<u>SUBJECT</u>
Abel, Michael	Administration of Justice
Aycock, Rhonda	Counseling/Guidance
Baciuna, Nicolae	Mathematics
Banales, Sergio	Administration of Justice
Beckman, Duane	Administration of Justice
Bender, Mark	Administration of Justice
Bettencourt, Madeline	Cosmetology
Boulanger, Susan	Theater
Boyd, John	Administration of Justice
Boydd, James	Administration of Justice
Brough, Robert	Administration of Justice
Bushman, Francis	Counseling/Guidance
Canas, Fritzie	Guidance
Chambers, Dean	Accounting
Charrette, Eric	Administration of Justice
Christov, Romy	Geology
Cleary, Joseph	Administration of Justice
Condon, James	English
Crockett, Christine	English
Currie, Scott	Administration of Justice
Dailey, Bryan	Administration of Justice
Delarosa, John	Administration of Justice
Deleon-Callju, Roseanne	Community Education
Delgiudice, Joseph	Administration of Justice
Franco, Nicholas	Guidance
Ganley, James	Administration of Justice
Garcia, Daniel	Administration of Justice
Golder, Patricia	English
Gonzalez, Lawrence	Administration of Justice
Groenhout, Christopher	Biology
Gutierrez, Sal	Administration of Justice
Hall, Sandra	History
Hoover, Kent	Administration of Justice
Houser, Dennis	Administration of Justice
Johnson, Terry	English
Kipp, Ron	Administration of Justice
McManus, Patrick	Administration of Justice
McManus, Timothy	Administration of Justice
Millar, Alma	Speech Communication
Money, Brian	Administration of Justice
Morgan, Joseph	Automotive Technology

NAME	SUBJECT
Neglia, Philip	Administration of Justice
Nwachuku, Ijeoma	Psychology
O'Donnell, Michael	Administration of Justice
Paine, Kristy	Administration of Justice
Peebles, Robert	Administration of Justice
Perches, Carmen	Counseling/Guidance
Peres, Eduardo	Sociology
Ramos, Andre	Administration of Justice
Reeves, Daniel	Administration of Justice
Renney, Michael	Administration of Justice
Rice, Wallace	Administration of Justice
Rodriguez, Gerardo	Administration of Justice
Rowe-Williams, Lisa	Administration of Justice
Rubino, Joseph	Counseling/Guidance
Sanchez, Ernest	Administration of Justice
Shelton, Jeanna	Dance
Talarico, Michael	Administration of Justice
Taylor, Joshua	Psychology
Thompson, Carol	Geology
Thompson, Karl	Geology
Tingle, Terrence	Administration of Justice
Turnier, Arthur	Administration of Justice
Valdezalvarez, Jorge	Mathematics
Vanderhoof, George	Administration of Justice
Wakin, Salena	Anthropology
White, Jerry	Physical Education
Wood, Terry	Administration of Justice
Worby, Glen	Administration of Justice
Wrkich, James	Mathematics
Yates, Shari	Early Childhood Studies

**DEPARTMENT CHAIRS AND STIPENDS
2006-07 ACADEMIC YEAR**

MORENO VALLEY CAMPUS		Stipend
Business and CIS	Matthew Barboza	100%
Assistant Chair	Jose Duran	0%
Communications	Cordell Briggs	100%
Assistant Chair	Daniel Clark	0%
Assistant Chair	Edd Williams	0%
Health, Human & Public Services	Patricia Bufalino	100%
Assistant Chair	James Banks	0%
Assistant Chair	Doug Beckstrom	0%
Assistant Chair	Delores Middleton	0%
Humanities and Social Sciences	Gregory Elder	100%
Assistant Chair	Fabian Biancardi	0%
Assistant Chair	Rosario Mercado	0%
Mathematics, Sciences and Physical Education	Diane Marsh	100%
Assistant Chair	Sean Drake	0%
Assistant Chair	Rebecca Loomis	0%
Assistant Chair	James Namekata	0%
Public Safety Education and Training	William Vincent (Adm)	0%
 NORCO CAMPUS		
Arts, Humanities and World Languages	Fernando Salcedo	100%
Assistant Chair	Walter Stevens	0%
Business, Engineering and Informational Technology	Todd Wales	50%
Co-Chair	Tom Wagner	50%
Communications	Sheryl Tschetter	100%
Assistant Chair	Diane Dieckmeyer	0%
Assistant Chair	Mark Lewis	0%
Mathematics and Sciences	Joe Eckstein	100%
Assistant Chair	Jim Morrison	0%
Assistant Chair	Tim Wallstrom	0%
Social and Behavioral Sciences	Carol Farrar	50%
Assistant Chair	Deborah Makin	50%
Assistant Chair	David Payan	0%

**DEPARTMENT CHAIRS AND STIPENDS
2006-07 ACADEMIC YEAR**

RIVERSIDE CITY COLLEGE

Applied Technology	Paul O'Connell	100%
Assistant Chair	Yuri Ulloa	0%
Art	Steve Horn	100%
Behavioral Sciences	Jan Schall	100%
Assistant Chair	Barbara Hall	0%
Business, Information Systems & Technology	James Cregg	100%
Assistant Chair	Ron Pardee	0%
Assistant Chair	Chip Herzig	0%
Chemistry	Ellen Kime-Hunt	100%
Cosmetology	Peter Westbrook	100%
Counseling	Judy Haugh	100%
Early Childhood Studies	Shari Yates	100%
Economics, Geography, Political Science	Darius Haghghat	100%
English	Tim Brown	100%
Assistant Chair	Joan Gibbons-Anderson	0%
Assistant Chair	Carla Stoabs	0%
History, Humanities, Philosophy	Kristi Woods	100%
Library	Cecilia Wong (Adm)	0%
Life Sciences	John Rosario	100%
Mathematics	Rogelio Ruiz	50%
Assistant Chair	Mary Legner	50%
Nursing	Sandra Baker (Admin)	0%
Co-Chair RN	Lisa Howard-York	50%
Co-Chair LVN	Phyllis Rowe	50%
Performing Arts	Rita Chenoweth	33 1/3%
Assistant Chair	Jodi Julian	33 1/3%
Assistant Chair	Charles Richard	33 1/3%
Physical Education	Steve Sigloch	100%
Assistant Chair	Kathy Farris	0%
Physical Science	Scott Blair	100%
World Languages	Diana MacDougall	100%
Assistant Chair	Dorothy Campbell	0%

Activity	Name
Student Activities	Doug Graham
Student Activities	Deborah Hall
Student Activities	Frankie Moore
Student Activities	Dimitrious Synodinos
Writing/Reading Center (50%)	Mitzi Sloniger
Writing/Reading Center (50%)	Christine Sandoval
Writing/Reading Center	Melisa Bader
Writing/Reading Center	Anna Marie Amezquita
Assessment	Arend Flick
Vocational Outreach	Delores Middleton
International Education	Jan Schall
Performing and Fine Arts	Jasminka Knecht
Mathematics Lab	Jason Parks
Mathematics Lab	Pamela Whelchel
Mathematics Lab	Sheila Pisa
Mathematics Lab	James Namekata
Honors Program	Kathleen Sell

Activity	Name
Head Baseball Coach	Dennis Rogers
Assistant Baseball Coach	Andy Rojo
Head Basketball Coach	John Smith
Assistant Basketball Coach	Joseph Huff
Head Basketball Coach	Alicia Berber
Assistant Basketball Coach	Jerry White
Head Cross Country Coach	James McCarron
Head Cross Country Coach	Michael Barbee
Head Football Coach	William Brown
Assistant Football Coach	Steven Sigloch
Assistant Football Coach	Mark Paredes
Assistant Football Coach	Trenton Hansen
Assistant Football Coach	Dennis Brown
Assistant Football Coach	Michael Richey
Assistant Football Coach	Michael Kelley
Assistant Football Coach	Jason McMains
Assistant Football Coach	Jeff Davis
Assistant Football Coach	Marc Gonzales
Assistant Football Coach	Kevin Nelson
Head Golf Coach	Dennis Kahn
Head Soccer Coach	Francisco Melgarejo
Assistant Soccer Coach	Whittie Thornton
Head Soccer Coach	Lynsey Jalayer
Assistant Soccer Coach	Adam Kramer
Head Softball Coach	Michelle Daddona-Moya
Assistant Softball Coach	Kristina Kassotis
Head Swimming Coach	Tom Borden
Head Swimming Coach	David Almquist
Assistant Swimming Coach	Richard Hass
Assistant Swimming Coach	Douglas Finfrock
Assistant Swimming Coach (Diving)	James Adams
Head Tennis Coach	William Elton
Head Tennis Coach	Nikki Bonzoumet
Head Track Coach	James McCarron
Head Track Coach	Michael Barbee
Assistant Track Coach	Luke Chappell, Jr.
Assistant Track Coach	Duverick Wiley
Assistant Track Coach	Damien Smith
Assistant Track Coach	Edward Fuentes
Assistant Track Coach	Jason Carpenter
Assistant Track Coach	Abderrahmane Marcelli
Head Volleyball Coach	Edvig Tisdom
Assistant Volleyball Coach	LaVel Tisdom

Activity	Name
Head Water Polo Coach	David Almquist
Head Water Polo Coach	Richard Hass
Assistant Water Polo Coach	Douglas Finfrock
Assistant Director of Athletics	Clara Lowden
Strength Coach	Mark Paredes
Advisory to College Newspaper	Allan Lovelace
Auxiliary Unit	Gary Locke
Director of Marching Band	Gary Locke
Director of Jazz Band	Charlie Richard
Director of Choir	John Byun
Director of Choir	Dina Humble
Director of Dance	Rita Chenoweth
Director of Dance	Jo Dierdorff
Director of Dance	Mark Haines
Director of Performing Arts (wind ensemble)	Kevin Mayse
Director of Performing Arts (guitar)	Peter Curtis
Director, Art Gallery	Leslie Brown
Director of Automotive Programs (General Auto)	Paul O'Connell
Director of Automotive Programs (Toyota T-Ten)	David Slocum
Director of Automotive Programs (Ford ASSET)	Yuri Ulloa
Director of Automotive Programs (GM)	Stephen Kennedy
Director of Production Printing	Richard Finner
Planetarium Director	Scott Blair
Model United Nations	Ward Schinke
Director, Physical Science Stock Room	Terry O'Neill
Director, Physician Assistant	Delores Middleton
Director, Emergency Medical Services	Chris Nollette
Director, Dental Hygiene	Donna Lesser
Director, Cosmetology	Peter Westbrook
Director, Puente Program	Patricia Avila

Activity	Name	No. of Hours
Head Cross Country Coach	James McCarron	160
Head Cross Country Coach	Michael Barbee	160
Head Volleyball Coach	Edvig Tisdorn	160
Head Baseball Coach	Dennis Rogers	160
Head Basketball Coach	Alicia Berber	160
Head Softball Coach	Michelle Daddona-Moya	160
Head Swimming and Water Polo Coach	David Almquist	160
Head Football Coach	William Brown	160
Assistant Football Coach	Steven Sigloch	120
Assistant Football Coach	Mark Paredes	120
Assistant Football Coach	Trenton Hansen	100
Assistant Football Coach	Dennis Brown	100
Assistant Football Coach	Kevin Nelson	100
Assistant Football Coach	Michael Richey	100
Assistant Football Coach	Jeff Davis	100
Assistant Football Coach	Marc Gonzales	100
Assistant Football Coach	Michael Kelley	100
Assistant Football Coach	Jason McMains	100
Head Golf Coach	Dennis Kahn	80
Head Soccer Coach	Francisco Melgarejo	80
Head Soccer Coach	Lynsey Jalayer	80
Head Tennis Coach	William Elton	80
Head Tennis Coach	Nikki Bonzoumet	80
Head Water Polo Coach	Richard Hass	80
Head Swimming Coach	Tom Borden	80

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Marsha Brown	Clerical, Substitute	05/01/06–06/30/06	15-1
Antoinette Rowell	Clerical, Substitute	05/01/06–06/30/06	14-1
Charissa Six	Clerical, Substitute	03/01/06–06/30/06	16-1
Francisco Vazquez	Clerical, Substitute	05/01/06–05/16/06	14-1
Kathy Vu	Clerical, Substitute	05/04/06–06/30/06	15-1
Antonio Salazar	Groundsperson, Substitute	04/20/06–06/30/06	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>
Douglas Finrock	Assistant Pool Manager	06/19/06–06/30/06	\$10.50/hour
Tiffany Madril	Communication Assistant	05/22/06–06/30/06	\$7.75/hour
Jamie Ronchi	Communication Assistant	05/25/06–06/30/06	\$7.75/hour
Yordanos Beyene	Computer Operator	05/30/06–06/30/06	\$15.00/hour
Alma Sanchez	Contract Trainer V	06/01/06–06/30/06	\$50.00/hour
Caron James	Costume Coordinator	04/01/06–06/30/06	\$15.00/hour
Kathy Vu	Finance Specialist	05/15/06–06/30/06	\$18.25/hour
Daniele Calderon	Grant Project Technician	06/01/06–06/30/06	\$20.00/hour
Antonio Salazar	Grounds Assistant	04/20/06–06/30/06	\$13.00/hour
Dave Williams	Health Services Facilitator	05/06/06–06/30/06	\$42.05/hour
Alexander Cardullo	Instructional Aide I	07/01/06–06/30/07	\$6.75/hour
Daphne Hunter-Quesada	Interpreter III	05/03/06–06/30/06	\$18.00/hour
Kelsie Arnold	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Lauren Biberston	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Melanie Kent	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Jessica McLaughlin	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Melissa Payne	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Kimberly Perring	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Laura Pfadt	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Sabrina Schnakenberg	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Kelly Smith	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Dayna VanGorder	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Michael VanGorder	Lifeguard IV	06/19/06–06/30/06	\$8.00/hour
Christopher Barriga	Office Assistant I	04/01/06–06/30/06	\$9.00/hour
Alexander Cardullo	Office Assistant I	06/01/06–06/30/06	\$9.00/hour
Alison Gantenbein	Office Assistant I	06/01/06–06/30/06	\$9.00/hour
William McKinley	Office Assistant I	05/01/06–06/30/06	\$9.00/hour
Liem Nguyen	Office Assistant I	05/01/06–06/30/06	\$9.00/hour
Aaron Petroff	Office Assistant I	05/01/06–06/30/06	\$9.00/hour
Elizabeth Ochoa	Office Assistant I	04/11/06–06/30/06	\$9.00/hour
Ryan Reynoso	Office Assistant I	05/15/06–06/30/06	\$9.00/hour
Walter Richards	Office Assistant I	05/15/06–06/30/06	\$9.00/hour
Maria Ruiz	Office Assistant I	04/01/06–06/30/06	\$9.00/hour
Jesse Mejia	Office Assistant III	05/05/06–06/30/06	\$12.50/hour
Alexandria Williams	Office Assistant III	06/01/06–06/30/06	\$12.50/hour
Christopher Hanson	Office Assistant IV	06/12/06–06/30/06	\$14.00/hour
Alan Jerman	Office Assistant IV	05/01/06–06/30/06	\$14.00/hour
Pamela Gibson-Frank	Office Clerk	05/08/06–06/30/06	\$7.00/hour
Mihail Sakellaridis	Stage Technician III	04/01/06–06/30/06	\$8.50/hour

VOLUNTEERS
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Douglas Bouley	Applied Technology	2/13/06-06/08/06
Dan Bush	Applied Technology	2/13/06-06/08/06
Brian Green	Applied Technology	10/1/05-12/15/05
Eugene Grim	Applied Technology	2/13/06-06/08/06
Peter Kobus	Applied Technology	02/13/06-6/08/06
Danielle Medina	Applied Technology	02/13/06-06/9/06
Sandra Miller	Applied Technology	2/13/06-06/08/06
Norlbrte Montoya	Applied Technology	2/16/06-06/10/06
Richard Peterson	Applied Technology	2/13/06-06/08/06
Daniel Singh	Applied Technology	2/13/06-06/08/06
Oscar Verduco	Applied Technology	2/13/06-06/08/06
Bill Wilkman	Applied Technology	2/13/06-06/08/06
John Czimbab	Athletics	12/6/05-3/31/06
Joseph Domagalski	Athletics	12/6/05-6/06/06
Adam Gray	Athletics	1/30/06-4/25/06
Thadeus Johnson	Athletics	1/28/06-5/30/06
Alan Lombardi	Athletics	12/8/05-12/9/05
David Martinez	Athletics	1/28/06-5/30/06
Chad Aaland	Culinary Academy	5/02/06-8/12/06
Kellyanne Achramowicz	Culinary Academy	5/01/06-8/11/06
Eric Akunna	Culinary Academy	5/02/06-8/12/06
Justin Alvis	Culinary Academy	5/02/06-8/12/06
Karanja Anderson	Culinary Academy	5/02/06-8/12/06
Michael Armstrong	Culinary Academy	5/02/06-8/12/06
Jennifer Aubert	Culinary Academy	5/02/06-8/12/06
Freddy Baquet	Culinary Academy	5/01/06-8/08/06
Aaron Bosch	Culinary Academy	5/02/06-8/12/06
Ralph DeLaOssa	Culinary Academy	5/02/06-8/12/06
Valerie Elkins	Culinary Academy	5/02/06-8/12/06
Paola Fierro	Culinary Academy	5/01/06-8/11/06
Sherelle Gaines	Culinary Academy	5/01/06-8/11/06
Josefina Gaona	Culinary Academy	5/01/06-8/11/06
Joel Gazza	Culinary Academy	5/02/06-8/12/06
Karlton Gregson	Culinary Academy	5/01/06-8/11/06
Timothy Hacker	Culinary Academy	5/02/06-8/12/06
Jami Hofstee	Culinary Academy	5/02/06-8/12/06
Mary Khattar	Culinary Academy	5/01/06-8/12/06
Liliana Jardon	Culinary Academy	01/03/06-4/13/06
Alicia Jarreau	Culinary Academy	5/02/06-8/12/06
Keith Jeskey	Culinary Academy	5/02/06-8/12/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Patricia Landrum	Culinary Academy	5/02/06-8/12/06
Kathrine Lents	Culinary Academy	5/02/06-8/12/06
Robert Lippman	Culinary Academy	5/02/06-8/12/06
Francisco Lira	Culinary Academy	5/01/06-8/11/06
Alejandro Lizano	Culinary Academy	1/03/06-4/13/06
Yolanda Love	Culinary Academy	5/01/06-8/11/06
Andrew Manchego	Culinary Academy	5/01/06-8/11/06
Dawn Martin	Culinary Academy	5/02/06-8/12/06
Ann Martinez	Culinary Academy	5/01/06-8/11/06
Arielle McMullen	Culinary Academy	5/01/06-8/11/06
Andres Mendoza	Culinary Academy	5/01/06-8/11/06
William Meredith	Culinary Academy	5/01/06-8/11/06
Erin Nelson	Culinary Academy	5/01/06-8/12/06
Ioan Popa	Culinary Academy	5/01/06-8/11/06
Angela Rivera	Culinary Academy	5/02/06-8/12/06
Louis Rocha	Culinary Academy	5/02/06-8/12/06
Bobby Rogers	Culinary Academy	5/02/06-8/12/06
Karla Rokez	Culinary Academy	5/02/06-8/12/06
Michael Roper	Culinary Academy	5/01/06-8/12/06
Monica Rudd	Culinary Academy	5/02/06-8/12/06
Marjorie Salvatierra	Culinary Academy	5/02/06-8/12/06
Albert Sankey	Culinary Academy	5/01/06-8/11/06
Richardo Santiago	Culinary Academy	5/02/06-8/12/06
Jose Santos	Culinary Academy	5/01/06-8/11/06
Fabian Serafin	Culinary Academy	5/01/06-8/11/06
Nicole Shorter	Culinary Academy	5/01/06-8/11/06
Hugo Silva	Culinary Academy	5/01/06-7/14/06
Orlando Tillman	Culinary Academy	5/02/06-8/12/06
Jacqueline Trimble	Culinary Academy	5/02/06-8/12/06
Sapientia Uwanyirigira	Culinary Academy	5/01/06-8/12/06
Paul Valencia	Culinary Academy	5/01/06-8/11/06
Alicia DiLeo	DSP&S	5/01/06-10/31/06
Sheri Hogan	DSP&S	3/13/06-3/15/06
Sharon Peterman	DSP&S	3/13/06-3/15/06
Robyn Souder	DSP&S	8/31/06-2/28/07
Devonne Williams	DSP&S	2/22/06-6/30/06
Soheila Taghi	Early Childhood Studies	5/22/06-11/22/06
Angela Adams	Health, Human & Public Services	7/01/06-12/31/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Jason Allen	Health, Human & Public Services	7/01/06-12/31/06
Darlene Batarseh	Health, Human & Public Services	7/01/06-12/31/06
Elaine Bautista	Health, Human & Public Services	7/01/06-12/31/06
Alfonso Becerra	Health, Human & Public Services	7/01/06-12/31/06
Kimberly Berry	Health, Human & Public Services	7/01/06-12/31/06
Weston Bleier	Health, Human & Public Services	7/01/06-12/31/06
Brian Convington	Health, Human & Public Services	7/01/06-12/31/06
Robert DeCaro	Health, Human & Public Services	7/01/06-12/31/06
Yvonne Deemer	Health, Human & Public Services	7/01/06-12/31/06
Linda Doherty	Health, Human & Public Services	7/01/06-12/31/06
Zackry Ellis	Health, Human & Public Services	7/01/06-12/31/06
Kathlene Everhart	Health, Human & Public Services	7/01/06-12/31/06
Salma Foroozan	Health, Human & Public Services	7/01/06-12/31/06
Anthony Gonzales	Health, Human & Public Services	7/01/06-12/31/06
Brett Grundl	Health, Human & Public Services	7/01/06-12/31/06
Mitsu Killion	Health, Human & Public Services	7/01/06-12/31/06
Miriam Ha	Health, Human & Public Services	7/01/06-12/31/06
Jose Lopez	Health, Human & Public Services	7/01/06-12/31/06
Linh Lu	Health, Human & Public Services	7/01/06-12/31/06
Suzanne Lynn	Health, Human & Public Services	7/01/06-12/31/06
Judith McKindley	Health, Human & Public Services	7/01/06-12/31/06
Alan McMullen	Health, Human & Public Services	7/01/06-12/31/06
Maria Medrano	Health, Human & Public Services	7/01/06-12/31/06
Victoria Mills	Health, Human & Public Services	7/01/06-12/31/06
Jaime Perez	Health, Human & Public Services	7/01/06-12/31/06
Richard Person	Health, Human & Public Services	7/01/06-12/31/06
Lansdale Peters	Health, Human & Public Services	7/01/06-12/31/06
Florica Potra-Cionca	Health, Human & Public Services	7/01/06-12/31/06
Ronald Pratt	Health, Human & Public Services	7/01/06-12/31/06
Carlos Rendon	Health, Human & Public Services	7/01/06-12/31/06
Daniel Rivas Tejada	Health, Human & Public Services	7/01/06-12/31/06
Sean Rockett	Health, Human & Public Services	7/01/06-12/31/06
Shalechia Ross	Health, Human & Public Services	7/01/06-12/31/06
Nancy Sargent	Health, Human & Public Services	7/01/06-12/31/06
Oliver Siahaan	Health, Human & Public Services	7/01/06-12/31/06
Scott Smith	Health, Human & Public Services	7/01/06-12/31/06
Brian Sutton	Health, Human & Public Services	7/01/06-12/31/06
J. Dexter Tanjuakio	Health, Human & Public Services	7/01/06-12/31/06
Christina Tansy	Health, Human & Public Services	7/01/06-12/31/06
Diane Thompson	Health, Human & Public Services	7/01/06-12/31/06
Stephanie Whitworth	Health, Human & Public Services	7/01/06-12/31/06
Keith Wilson	Health, Human & Public Services	7/01/06-12/31/06

VOLUNTEERS
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u> Sandra Rosas
Lopez	Math Lab	02/13/06-03/31/06
Chau Bao	Performance Riverside	02/01/06-7/31/06
Janice Wilkins	TRIO	4/22/06-4/22/06
Mary McCluskey	Tutorial Services	03/27/06-6/30/06
Shideh Rodriguez	Tutorial Services	03/27/06-6/30/06
John Shaughnessy	Tutorial Services	03/20/06-6/07/06

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Benalcazar, Pablo	Student Worker	Tutorial Services - RIV	05/01/06	19-4
Cajas, Rudy	Student Worker	Counseling - NOR	05/01/06	19-4
Chavez, Christopher	Student Worker	Student Co-Curricular - RIV	05/15/06	19-4
Do, An Trong	Student Worker	Tutorial Services - RIV	05/01/06	19-4
Duch, Daneth	Student Worker	Tutorial Services - MOV	05/19/06	19-4
Fierro, Raymond	Student Worker	Tutorial Services - RIV	05/01/06	19-4
Lapid, Maria	Student Worker	Tutorial Services - NOR	05/15/06	19-4
Lo, Yuk Shim	Student Worker	Tutorial Services - RIV	05/01/06	19-4
Lungay, Vina	Student Worker	Tutorial Services - MOV	05/19/06	19-4
Luu, Phuong	Student Worker	Tutorial Services - NOR	05/22/06	19-4
Mahgrefteh, Isaac	Student Worker	Tutorial Services - NOR	05/22/06	19-4
Quach, Ngoc	Student Worker	Tutorial Services - RIV	05/01/06	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Arbet Cummings, Robin	Student Worker	Early Childhood Studies - RIV	05/04/06	19-4
Becerra, Carmen	Student Worker	Eastside Cybrary Connection - LT	05/09/06	19-4
Contreras, Vanessa	Student Worker	Early Childhood Studies - RIV	05/19/06	19-4
Dang, Hoa Hong	Student Worker	Food Services - MOV	05/09/06	19-4
Davis, Shanell	Student Worker	Health Services - MOV	05/09/06	19-4
Halabi, Samer	Student Worker	Counseling - RIV	05/09/06	19-4
Hernandez Pacheco, Jose	Student Worker	Middle College - MOV	05/19/06	19-4
Jackson, Melissa	Student Worker	Early Childhood Studies - NOR	05/16/06	19-4
Keast, Krystle	Student Worker	Early Childhood Studies - RIV	05/09/06	19-4
Leal, Diego	Student Worker	Eastside Cybrary Connection - LT	05/19/06	19-4
Lopez, Felipe	Student Worker	Community Education - RIV	05/16/06	19-4
Ramirez Chaidez, Evelyn	Student Worker	Early Childhood Studies - RIV	05/19/06	19-4
Santos, Araceli	Student Worker	Midland Elementary - CS	05/09/06	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-2

Date: June 20, 2006

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

Background: The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$2,391,412.28 requested by District staff and issued by the Business Office, have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 75528-77456) totaling \$7,099,011.55 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education’s audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,391,412.28 and District Warrant Claims totaling \$7,099,011.55.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0002660	12	VTEA	Theisen, Patricia	Other Travel Expenses	3,277.53
P0002707	12	Student Services-Trio Norco	Hatcher, Jevon	Food-Deposit for ETS Awards Banquet	2,020.00
P0002715	12	Student Services-Trio Norco	Moore, John	Food-Balance for ETS Awards Banquet	2,060.00
P0002727	12	Workforce Preparation	Regal Cinemedia Corporation	Other Supplies	3,368.00
P0002733	61	Risk Management	Corona Hills Chiropractic	Claims Expense	1,337.00
P0002736	11	Information Services	Technology Integration Group	Comp Equip Additional \$200-\$4999	2,011.05
P0002737	11	Information Services	CDW-G	Comp Equip Additional \$200-\$4999	4,520.93
P0002739	11	Information Services	MTM Technologies, Inc.	Comp Equip Additional \$200-\$4999	26,118.17
P0002742	11	Information Services	SK Telecon, Inc.	Equip Additional \$200-\$4999	5,008.22
P0002742	11	Information Services	SK Telecon, Inc.	Equip Additional \$200-\$4999	5,008.22
P0002743	12	VTEA	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	6,461.28
P0002744	11	Athletics	Rainbow Custom Cars	Equip Replacement \$200-\$4999	2,686.00
P0002745	11	Open Campus	Apple Computer, Inc.	Comp Equip Additional \$5000 >	5,073.95
P0002746	11	Open Campus	Apple Computer, Inc.	Comp Equip Replacement \$200-\$4999	1,192.17
P0002747	11	Information Services	Technology Integration Group	Comp Equip Additional \$200-\$4999	6,077.33
P0002748	11	Open Campus	Monarch Computer Systems, Inc.	Comp Equip Additional \$200-\$4999	2,582.34
P0002749	11	Information Services	Computerland of Silicon Valley	Comp Equip Additional \$5000 >	4,716.16
P0002749	12	Matriculation	Computerland of Silicon Valley	Comp Equip Additional \$5000 >	4,500.00
P0002750	12	Allied Health-Instnr Equip	Moore Medical Corporation	Equip Additional \$200-\$4999	1,195.91
P0002751	12	Allied Health-Instnr Equip	Medical Resource USA	Instnr Supplies	2,799.15
P0002752	12	Dean of Instruction-Instnr Equip	Troxell Communications, Inc.	Equip Additional \$200-\$4999	7,094.30
P0002753	12	Mathematics, Sci & Info-Instnr Equip	Troxell Communications, Inc.	Equip Additional \$5000 >	6,809.81
P0002759	11	Facilities	Mytana Mfg Co, Inc	Equip Additional \$200-\$4999	1,672.76
P0002761	12	Matriculation	Sehi Computer Products, Inc.	Comp Equip Replacement \$200-\$4999	1,183.10
P0002764	12	VTEA	VOT Systems, Inc	Other Services-Desert Reg Website Devel	7,350.00
P0002766	12	Chemistry-Instnr Equip	Lab Safety Supply	Equip Replacement \$200-\$4999	1,916.62
P0002769	12	Health,Human & Public Ser-Instnr Equip	J Staal Enterprises LLC	Equip Additional \$200-\$4999	1,939.50
P0002772	12	Open Campus	Hewlett-Packard Company	Comp Equip Additional \$200-\$4999	3,176.47
P0002784	11	Open Campus	B & H Photo - Video	Equip Additional \$200-\$4999	8,893.53
P0002793	41	Early Childhood Studies	Blinds 4 Less	Fixtures & Fixed Equip	1,153.66
P0002796	12	VTEA	Higher Ed Evaluation & Research Grp	Other Services-Stdnt Learn Outcomes Wkshp	2,200.00

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0002798	11	Health, Human & Public Services	Ticonium West Coast	Instr Supplies	1,735.94
P0002800	11	Information Services	CDW-G	Comp Equip Additional \$200-\$4999	2,926.99
P0002803	11	President-Norco-Title V	Toshiba	Comp Equip Additional \$200-\$4999	8,392.94
P0002805	12	President-Norco-Title V	Sheraton Hotel	Conferences	1,246.32
P0002809	12	President-Norco-Title V	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	5,746.15
P0002810	12	Workforce Preparation	Barnes & Noble	Other Supplies	3,500.00
P0002811	12	Workforce Preparation	SVM, LLP	Other Supplies	1,025.00
P0002813	11	Academic Affairs	Sharp Electronics Corp.	Comp Equip Replacement \$200-\$4999	4,861.68
P0002818	11	Assessment / Accountability	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,535.63
P0002821	12	VTEA	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	35,938.50
P0002822	12	International Students-Instr Equip	Troxell Communications, Inc.	Equip Additional \$200-\$4999	1,738.01
P0002823	12	Matriculation	Troxell Communications, Inc.	Equip Additional \$200-\$4999	3,304.69
P0002824	11	Facilities Norco	Walters Wholesale Electric	Other Supplies	2,198.10
P0002827	11	Grants & Contract Services	Residence Inn Washington, DC	Conferences	5,266.42
P0002833	11	Academic Affairs	Inland Presort & Mailing Services	Other Services- Sum 06 Reg Appointments	15,890.00
P0002834	12	EOPS	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,740.54
P0002835	12	Disabled Student Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	6,617.23
P0002838	11	Community & Economic Development	Troxell Communications, Inc.	Equip Additional \$200-\$4999	1,168.01
P0002840	11	Cosmetology	Jazz-Z Beauty Products	Equip Additional \$200-\$4999	2,997.01
P0002842	12	Workforce Preparation	Office Depot	Equip Replacement \$200-\$4999	1,185.23
P0002843	12	Grants & Contract Services-Middle Coll HS	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	18,089.07
P0002845	11	Athletics	First To The Finish, Inc.	Equip Additional \$200-\$4999	1,531.93
P0002856	11	Athletics	Empire Sports & Bating Cages	Equip Additional \$200-\$4999	1,407.33
P0002857	11	Athletics	Medco Supply Company	Equip Additional \$200-\$4999	3,410.66
P0002858	11	Athletics	Dive Cincinnati, Inc.	Equip Additional \$200-\$4999	2,798.36
P0002859	12	Physical Education-Instr Equip	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,429.46
P0002860	12	Physical Education-Instr Equip	LA Gym Equipment	Equip Additional \$200-\$4999	4,783.20
P0002861	12	Physical Education-Instr Equip	Armstrong Medical Industries, Inc	Equip Additional \$200-\$4999	1,890.53
P0002862	12	Chemistry-Instr Equip	Sargent-Welch	Equip Additional \$200-\$4999	2,055.87
P0002863	12	Mathematics, Sci & Info-Instr Equip	Oceanside Photo and Telescope, Inc	Equip Additional \$5000 >	7,618.90
P0002864	11	Dean of Instruction	CDW-G	Comp Equip Additional \$200-\$4999	2,794.35
P0002865	11	Dean of Instruction	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	3,407.46
P0002871	11	Arts, Humanities & World Languages	CDW-G	Equip Additional \$200-\$4999	6,069.76
P0002872	11	Dean of Instruction	CCS Presentation Systems, Inc.	Equip Additional \$5000 >	14,064.14

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0002873	11	Dean of Instruction	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,336.71
P0002874	11	Dean of Instruction	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	14,245.63
P0002875	12	Grants & Contract Services-Middle Coll HS	Office Depot	Equip Additional \$200-\$4999	2,149.61
P0002878	11	Business, Engineering & Information Tech	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	1,198.56
P0002882	41	Facilities	Inland Inspections & Consulting	Inspection	1,310.00
P0002883	12	Workforce Preparation	Reliable Office Solutions	Other Supplies	1,350.11
P0002884	12	Facilities-Parking SQMAD	Elrod Fence Co., Inc.	Construction Contract	7,425.00
P0002886	11	Academic Affairs	Synergistic Mailing Services	Other Services-Sum 06 Class Schedule	3,600.00
P0002887	11	Academic Affairs	Valley Printers, Inc.	Printing Class Schedule	16,618.44
P0002888	11	RCCD Foundation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,992.21
P0002889	12	Grants & Contract Services-Middle Coll HS	Office Depot	Equip Additional \$200-\$4999	4,459.68
P0002891	12	VTEA	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,846.80
P0002894	11	Facilities Norco	Yamas Controls So. Cal., Inc.	Repairs - Parts	1,575.00
P0002895	11	Communications	Engineerica Systems, Inc.	Computer Software Maint/Lic	3,790.00
P0002897	12	President-Norco-Title V	Pearson Education	Instr Supplies	30,502.54
P0002899	11	Information Services	Computerland of Silicon Valley	Computer Software Maint/Lic	1,977.21
P0002902	12	VTEA	Reille Consulting Group, Inc.	Other Services-Desert Reg Website Proj Mgmt	8,890.00
P0002905	11	Arts, Humanities & World Languages	Troxell Communications, Inc.	Instr Supplies	1,620.09
P0002910	12	Student Services-Trio Norco	Luffborough Iii, Douglas	Lecturers	1,500.00
P0002914	12	Student Services-Talent Search Trio Norco	Moore, John	Other Travel Expenses	1,848.00
P0002915	11	International Students	Meneses, Annette	Conferences	2,000.00
P0002919	12	Community & Economic Development-CACT	Haas Factory Outlet	Equip Additional \$5000 >	26,093.90
P0002927	12	Grants & Contract Services-Middle Coll HS	Best Buy Gov LLC	Equip Additional \$200-\$4999	1,073.56
P0002932	11	Dean Health Sciences Programs	Ray & Associates, Inc.	Equip Additional \$5000 >	27,479.00
P0002934	11	Information Services	Novacoast, Inc.	Consultants	9,700.00
P0002935	11	Public Affairs & Institutional Advancement	Inland Empire Magazine	Advertising	1,095.00
P0002936	61	Risk Management	AMP Mechanical, Inc.	Repairs - Parts	1,999.92
P0002937	61	Risk Management	AMP Mechanical, Inc.	Repairs - Parts	3,390.00
P0002940	11	Facilities	Horizon Distributors Inc	Grounds/Garden Supplies	4,100.00
P0002946	11	Facilities Norco	Allison's Air Conditioning	Repairs - Parts	2,150.00
P0002951	11	Facilities	Scott Equipment, Inc	Repairs - Parts	2,532.63
P0002952	61	Risk Management	Roger Clark Associates, LLC	Other Services-Engineer-Accident Reconstructi	3,000.00
P0002960	11	Applied Technology	Cole Co.	Repairs - Parts	2,823.00
P0002962	12	VTEA	Henry Schein Inc.	Equip Additional \$200-\$4999	10,006.82

Purchase Order and Warrant Report - All District Funds
Purchase Orders \$1000 and over
5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0002963	12	Health,Human & Public Serv-Inst Equip	Insight Media	Equip Additional \$200-\$4999	1,493.93
P0002964	12	Health,Human & Public Serv-Inst Equip	Nasco Healthcare Ed Materials	Equip Additional \$200-\$4999	2,021.83
P0002968	11	Business, Engineering & Information Tech	Dyna Mechronics Inc	Repairs - Parts	3,489.22
P0002972	11	Effectiveness Services	SPSS, Inc.	Computer Software Maint/Lic	1,616.25
P0002973	11	Facilities	SK Telecon, Inc.	Remodel Projects	7,365.00
P0002974	11	Physical and Life Sciences	Office Depot	Equip Additional \$200-\$4999	1,350.15
P0002975	11	Arts, Humanities & World Languages	Troxell Communications, Inc.	Equip Additional \$200-\$4999	1,707.06
P0002976	12	Dean of Instruction-Inst Equip MV	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	10,182.38
P0002979	12	Health,Human & Public Serv-Inst Equip	Dixie Medical Inc	Equip Additional \$5000 >	8,449.11
P0002982	12	Performing Arts-Inst Equip	Jim's Music Center, Inc.	Equip Additional \$200-\$4999	1,199.99
P0002985	12	Mathematics, Sci & Info-Inst Equip	Fisher Scientific	Equip Additional \$200-\$4999	7,637.32
P0002986	12	Mathematics, Sci & Info-Inst Equip	J Staal Enterprises LLC	Equip Additional \$200-\$4999	2,316.63
P0002989	12	Mathematics, Sci & Info-Inst Equip	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,147.45
P0002990	12	Community & Economic Development-CITD	Traffic World	Advertising	1,373.00
P0002994	11	Communications & Web Development	CDW-G	Comp Equip Replacement \$5000 >	15,235.15
P0002995	12	School of The Arts	Apple Computer, Inc.	Conferences	2,700.00
P0002996	11	RCCD Foundation	Sehi Computer Products, Inc.	Equip Additional \$200-\$4999	1,767.10
P0003009	11	International Students	Jacobsen, Marylin	Conferences	2,000.00
P0003010	11	Academic Affairs	United States Postal Service	Postage	31,450.00
P0003011	11	Administrative Support Center	United States Postal Service	Postage	10,000.00
P0003012	12	School of The Arts	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	1,946.42
P0003013	12	School of The Arts	CDW-G	Comp Equip Additional \$200-\$4999	1,352.62
P0003015	12	Workforce Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,891.87
P0003016	12	Workforce Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	35,052.37
P0003017	11	Academic Affairs	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,450.85
P0003018	12	Workforce Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	14,642.34
P0003021	12	Dean of Instruction-New Vu Bridge MV	Nuvview Bridge Early College High School	Other Services-Stipends for Counselors	70,052.00
P0003024	12	Workforce Preparation	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	1,198.56
P0003025	12	Workforce Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,579.62
P0003029	12	Workforce Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,599.77
P0003030	12	School of The Arts	Alan Gordon Enterprises, Inc	Equip Additional \$200-\$4999	1,474.63
P0003034	12	School of The Arts	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,855.79
P0003039	12	Student Services-Trio Norco	H & L Charter Company, Inc.	Transportation Contracts	1,247.40
P0003040	11	Performing Arts	Smith, Bodie	Professional Services	1,200.00

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0003041	12	Community & Economic Development	Traffic World	Advertising	1,373.00
P0003042	12	Community & Economic Development	Six Channels	Advertising	3,500.00
P0003048	11	Applied Technology	Five Star Gas & Gear	Equip Replacement \$200-\$4999	4,166.69
P0003050	11	Occupational Education	G/M Business Interiors	Equip Replacement \$200-\$4999	4,212.01
P0003052	12	Health Services	Golf Cars of Riverside, Inc.	Equip Replacement \$200-\$4999	4,764.71
P0003059	11	Admissions & Records	A & H Rents	Commencement	2,778.50
P0003060	11	Admissions & Records	T & R Nursery	Commencement	1,099.07
P0003061	12	Health Services	West Coast Technology	Computer Software Maint/Lic	1,125.00
P0003069	11	Counseling	Bridges.Com	Computer Software Maint/Lic	1,169.09
P0003070	11	Facilities Norco	Victor Concrete	Repairs - Parts	2,500.00
P0003075	11	Communications & Web Development	West Coast Technology	Computer Software Maint/Lic	1,325.00
P0003078	12	Workforce Preparation	D-Esprit	Lecturers	8,000.00
P0003079	11	Library	Innovative Interfaces, Inc.	Computer Software Maint/Lic	8,081.25
P0003082	11	Health,Human & Public Services	Physician Assistant Education Association	Memberships	2,875.00
P0003083	11	Open Campus	Coastline Community College	Other Services-Telecourse License	2,222.33
P0003085	12	Dean of Education-Community Foundation	California Alliance of African American Educatic	Conferences	1,250.00
P0003094	12	VTEA	Williams, Maria	Conferences	1,670.00
P0003095	12	VTEA	Finner, Richard	Conferences	1,711.00
P0003098	11	Performance Riverside	Morningstar Productions, LLC	Equip Replacement \$200-\$4999	1,361.99
P0003103	12	Disabled Student Services	Enablenart	Comp Equip Additional \$200-\$4999	2,318.51
P0003106	11	Open Campus	Notary Public Seminars Online.Com	Professional Services	2,500.00
P0003108	12	Workforce Preparation	Office Depot	Other Supplies	3,000.00
P0003110	11	English/Speech/Communications	Computerland of Silicon Valley	Software <\$200	2,141.22
P0003111	11	Communications	Office Depot	Instr Supplies	1,265.00
P0003112	11	Public Affairs & Institutional Advancement	Rocky Mountain Images, Inc.	Advertising	2,748.06
P0003116	11	Life Sciences	McBain Instruments	Repairs - Parts	9,000.00
P0003118	11	Business, Engineering & Information Tech	Thomas Paton & Associates	Computer Software Maint/Lic	1,086.73
P0003152	11	Academic Senate	Academic Senate of California	Conferences	2,175.00
P0003153	12	Matriculation	ARSA Embroidery and Silkscreen	Other Supplies	1,209.00
P0003162	12	Disabled Student Services	Flexiciser International	Equip Additional \$5000 >	5,386.42
P0003163	11	Applied Technology	Alan Gordon Enterprises, Inc	Equip Additional \$200-\$4999	3,919.00
P0003165	11	Facilities	AMP Mechanical, Inc.	Repairs - Parts	1,940.51
P0003175	12	Learning Resource Center-Instr Equip	D & S Multimedia, Inc	Other Services-Programming Services	3,850.00
P0003183	11	Information Services	CDW-G	Repairs - Parts	7,480.05
P0003185	12	VTEA	MTM Technologies, Inc.	Computer Software Maint/Lic	1,076.63

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P0003195	11	Dean of Instruction	Aztec Security Products	Instr Supplies	2,729.36
P0003197	11	RCCD Foundation	Polar Bear Marketing	Other Supplies	2,166.38
P0003201	11	Arts, Humanities & World Languages	Films for The Humanities & Sciences	Instr Supplies	1,755.52
P0003202	11	Information Services	Collegenet, Inc.	Conferences	3,000.00
P0003223	12	President-Norco-Title V	Pacific Tech	Computer Software Maint/Lic	2,500.00
P0003227	11	Performing Arts	DB Mix, Inc	Professional Services	1,200.00
P0003242	12	Grants & Contract Services-Title V Riv	SPSS, Inc.	Conferences	1,259.00
P0003252	12	Workforce Preparation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	7,752.61
P0003254	11	Life Sciences	Fisher Scientific	Reference Books	1,915.13
P0003255	12	Workforce Preparation	CDW-G	Comp Equip Additional \$200-\$4999	6,901.05
P0003256	11	Life Sciences	Fisher Scientific	Instr Supplies	2,116.22
P0003258	11	Life Sciences	Ward's Natural Science Estab	Instr Supplies	1,759.88
P0003259	12	Grants & Contract Services-Middle Coll HS	Memory Suppliers, Inc	Other Supplies	3,782.03
P0003272	11	President-Moreno Valley	Press Enterprise	Advertising	1,730.00
P0003273	11	Performance Riverside	Amlon Industries, Inc.	Other Supplies	1,300.00
P0003274	12	Grants & Contract Services-Gearup Passport	Pride Sash	Other Supplies	1,584.00
P0003277	11	Applied Technology	KH Metals and Supply	Reference Books	1,169.65
P0003281	12	EOPS	Island Advertising Specialties	Other Supplies	5,422.11
P0003283	11	Counseling	CPP, Inc.	Tests	3,391.93
P0003285	11	Athletics	Rogers Athletic Co	Other Supplies	1,588.36
P0003287	12	Workforce Preparation	Jean Barnes Gift & Book	Instr Supplies	2,184.56
P0003304	11	Business, Engineering & Information Tech	Royal Wholesale Electric	Instr Supplies	1,915.80
P0003323	11	Applied Technology	Shamrock Co., The	Instr Supplies	1,038.16
P0003326	11	Life Sciences	Virco, Inc.	Instr Supplies	1,495.84
P0003465	12	Grants & Contract Services	Siegel, Jason	Conferences	2,886.00
C0001019	11	Performance Riverside	Miller, Emily	Stage Manager for Evita	1,250.00
C0001028	11	Performance Riverside	Music Theatre International	Theatrical Rights, Royalties and Materials	9,608.13
C0001030	41	Library	Vantage Technology Consulting Group	Technology Consulting Services-Quad	98,000.00
C0001031	41	Facilities	Prowest Constructors	Construction Manager, Center for Primary Educ	17,500.00
C0001034	11	Performance Riverside	O D Music, Inc.	"Evita" Production Fees	53,000.00

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and over					
P0002129	11	Occupational Education	CMS/California Media Services	Repair Services	7,469.79
P0002140	11	Dean of Faculty	Office Depot	Other Supplies	1,013.18
P0002157	11	Student Services	Mobile Mimi LLC	Rents and Leases	1,263.36
P0002192	12	President-Norco Title V	Aycock, Gregory	Conferences	1,288.18
P0002206	12	Physical Science-RCCD Foundation	Ward's Natural Science Estrab	Instr. Supplies	16,927.68
P0002216	12	EOPS	House of Doolittle	Other Supplies	2,336.04
P0002293	12	Community & Economic Development	J & L America, Inc	Other Supplies	14,397.00
P0002320	12	VTEA	California Marketing Group	Other Supplies	2,450.04
P0002321	12	VTEA	Chaffey College	Other Travel Expenses	1,849.29
P0002347	11	Student Services	Office Depot	Comp Equip Additional \$200-\$4999	1,104.78
P0002371	33	Early Childhood Studies	CM School Supply Company	Other Supplies	1,733.70
P0002410	11	Arts, Humanities & World Languages	Office Depot	Instr. Supplies	3,800.00
P0002477	12	President-Norco Title V	Pearson Education	Reference Books	1,456.60
P0002530	11	Facilities	Pacific Sod	Grounds/Garden Supplies	1,283.00
P0002530	11	Athletics	Pacific Sod	Grounds/Garden Supplies	2,500.00
P0002575	11	Learning Resource Center	A A Equipment Rental Co., Inc.	Other Services-Gator Backup Warming System	3,114.00
P0002583	41	Facilities	Cornerstone Masonry	Other-Concrete for Lovekin Complex	14,890.00
P0002660	12	VTEA	Theisen, Patricia	Other Travel Expenses	3,277.53
P55761	41	Riv Campus - Parking Structure	Higgmson+Cartozian Architects, Inc	Architect's Fees	84,816.20
P57450	41	Riverside - Quad Modernization	Steinberg Architects	Architect's Fees	141,279.00
P61000	11	Dramatic Arts	Home Depot	Theatre Supplies	1,300.00
P61016	11	Dramatic Arts	Riverside Community College	Theatre Supplies	2,000.00
P61020	11	Dramatic Arts	Press Enterprise	Advertising	8,500.00
P61026	32	Food Service	Bon Appetit	Food	2,000.00
P61028	32	Food Service	Joseph Webb Foods	Kitchen Expendables	2,565.29
P61029	32	Food Service	Ling's	Food	1,500.00
P61030	32	Food Service	Pepsi-Cola	Paper Products	13,000.00
P61031	32	Food Service	Select Produce, Inc.	Food	3,000.00
P61035	11	Production Printing	Kelly Paper Company	Purchase/Cost of Goods Sold	10,000.00
P61039	11	Warehouse	Kelly Paper Company	Purchase/Cost of Goods Sold	20,000.00
P61082	11	Accounts Payable	Sparkletts	Purchase/Cost of Goods Sold	4,000.00
P61087	11	Logistical Services	Reliable Office Solutions	Repairs - Parts	2,000.00
P61104	11	Production Printing	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	10,000.00

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P61105	11	Production Printing	Spicers Paper, Inc.	Purchase/Cost of Goods Sold	10,000.00
P61142	11	Building Maintenance	WW Grainger, Inc.	Repairs - Parts	3,162.62
P61143	11	Building Maintenance	Home Depot	Repairs - Parts	1,959.00
P61148	11	Building Maintenance	Powell Pipe & Supply Company	Repairs - Parts	3,000.00
P61175	11	Open Campus-Comm. Educ. Classes	Reliable Office Solutions	Other Supplies	1,273.00
P61184	41	Riv Campus - Parking Structure	Louis J. Ray Inspections	Inspection	11,245.00
P61198	33	Child Development Centers	Staters Bros. Markets	Other Supplies	1,152.09
P61240	11	Vehicle Maintenance	Chevron and Texaco Card Services	Other Services-Gasoline & Police Car Maintena	3,000.00
P61249	11	Performance Riverside	Music Theatre International	Rents and Leases	2,964.00
P61258	11	Business Services	Office Depot	Equip Additional \$200-\$4999	1,071.00
P61276	11	Business Services	Riverside County Office of Ed	County Contracts	3,151.00
P61362	11	Cosmetology and Barbering	Sally Beauty Supply	Instr Supplies	2,185.00
P61363	11	Cosmetology and Barbering	Maly's	Instr Supplies	1,300.00
P61364	11	Customized Training	Training Dynamics	Other Services-Training Services	2,750.00
P61385	11	Personnel Management	Jobelephant.Com Inc.	Advertising	88,000.00
P61431	11	Performance Riverside	Riverside Marriott	Other Travel Expenses	2,600.00
P61434	11	Auditorium	Theatre Company, The	Costume Rentals	3,000.00
P61447	11	Provost - Norco	Office Depot	Other Supplies	1,800.00
P61493	12	Instr Support-VTEA Tech Prep	Riverside Marriott	Other Services-Occ Ed Staff Retreat	1,726.26
P61529	11	Physicians Assistant	Pulley, Ruby Regina	Professional Services	2,600.00
P61544	11	Physicians Assistant	Moore Medical Corporation	Instr Supplies	2,000.00
P61574	11	Emergency Medical Services	Reliable Office Solutions	Other Supplies	1,600.00
P61598	11	Building Maintenance	Burke Engineering, Co.	Repairs - Parts	1,371.28
P61619	12	Student Services - Stdt Svcs Grant	Inland Empire Stages, Ltd.	Transportation Contracts	9,502.00
P61634	11	District Legal Services	Burke, Williams and Sorensen LLP	Legal	11,000.00
P61638	11	Dean of Instruction - Norco	Office Depot	Other Supplies	1,590.00
P61647	12	Counseling & Guidance - Matriculation	Reliable Office Solutions	Equip Additional \$200-\$4999	5,568.53
P61664	11	Custodial Services	Ernest Paper Products, Inc.	Custodial Supplies	1,500.00
P61681	11	Certified Nurse Assistant	Reliable Office Solutions	Instr Supplies	5,000.00
P61685	11	English	Corporate Express Imaging	Instr Supplies	1,200.00
P61686	11	Art	Office Depot	Instr Supplies	1,200.00
P61692	12	EOPS	Barnes & Noble	Book Grants	33,686.00
P61709	11	Grounds Maintenance and Repairs	Hydro-Scape Products, Inc.	Grounds/Garden Supplies	1,500.00
P61711	11	Custodial Services	Patriot Packaging & Supplies	Custodial Supplies	2,255.00

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P61712	11	Building Maintenance	Refrigeration Supplies	Repairs - Parts	2,100.00
P61713	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	5,500.00
P61734	11	Building Maintenance	Grillo Filter Sales	Repairs - Parts	1,200.00
P61777	11	Business and Commerce, General	Office Depot	Copying and Printing	6,333.73
P61784	11	Physical Education	Pat Leon's Exercise Equipment	Repairs - Parts	2,466.00
P61798	11	Community Outreach	National Pen Company	Other Supplies	2,878.48
P61801	11	Custodial Services	Waxie Sanitary Supply	Custodial Supplies	11,797.54
P61853	11	Dental Hygiene	Henry Schein Inc.	Instr Supplies	2,000.00
P61857	11	English	Office Depot	Instr Supplies	1,500.00
P61880	11	Anatomy and Physiology	Office Depot	Instr Supplies	3,749.23
P61911	11	Police Academy	Riverside County Sheriffs Dept	Rents and Leases	66,600.00
P61947	11	Building Maintenance	Action Door Controls, Inc.	Repairs - Parts	1,100.00
P61996	12	Middle College High School- Year 3	Office Depot	Other Supplies	6,805.80
P62000	11	Automotive Collision Repair	Finish Masters	Instr Supplies	1,500.00
P62107	11	Ceramics - Materials Fees	Aardvark Clay & Supplies	Instr Supplies	5,727.84
P62151	11	Performance Riverside	NPI Production Services, Inc.	Other Services- Equity Actor Service	34,755.58
P62193	32	Food Service	California Deli Distributors, Inc.	Food	10,000.00
P62200	32	Food Service	Super Snak Club	Food	4,500.00
P62559	11	Open Campus-Comm. Educ. Classes	Mansfield, William L.	Professional Services	14,000.00
P62858	12	Disabled Students Services	EZ Captioning	Other Services-Closed Captioning	6,000.00
P62943	11	Fire Technology	Riverside County Fire Department	Other Services-Fire Tech Coordinator	29,500.00
P63061	11	Campus Security	Office Depot	Other Supplies	1,558.84
P63062	11	Open Campus - Senior Citizens	Valley Printers, Inc.	Printing Class Schedule	30,142.53
P63269	11	Applied Photography	B & H Photo - Video	Instr Supplies	1,500.00
P63430	11	Performance(Choral,Band,Etc.) Jazz	Nick Rail Music, Inc.	Instr Supplies	1,061.10
P63945	11	Campus Student Services	Office Depot	Other Supplies	1,500.00

Purchase Order and Warrant Report - All District Funds
 Purchase Orders \$1000 and over
 5/01/06 thru 5/31/06

PO#	Fund	Department	Vendor	Description	Amount
P64204	41	Building Maintenance - Sched Maint 02/03	ASR Constructors, Inc.	Remodel Projects-Quad	165,984.00
P64284	12	Student Services - Post Emancipation	MBNA/American Business Card	Transportation/Bus Passes	2,000.00
P64324	11	Custodial Services	Best Temporary Services	Temporary Services	2,419.00
P64873	12	Counseling & Guidance - Matriculation	Office Depot	Equip Additional \$200-\$4999	2,652.85
P64945	11	Warehouse	Xpedx	Purchase/Cost of Goods Sold	5,000.00
				Subtotal (Pages 1-7)	1,130,676.29
				Subtotal (Page 8-10)	1,048,858.96
				Purchase Orders \$1,000 and Over	2,179,535.25
				Purchase Orders under \$1,000	211,877.03
				Grand Total	2,391,412.28

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments

Background: The 2005-06 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). 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 provide for theatrical supply storage, classified special projects for the “Mine Okubo” event, and replacement equipment.		
From: Chancellor’s Office	Admin Contingency Acct	\$ 4,900
To: School for the Arts	Rents and Leases	\$ 2,000
	Classified Special Projects	2,200
Chancellor’s Office	Equipment Replacement	700
2. Transfer to provide for classified overtime and supplies.		
From: Grants and Contracts	Consultants	\$ 580
	Equipment Replacement	273
To: Grants and Contracts	Classified Overtime	\$ 644
	Supplies	209
3. Transfer to purchase replacement equipment.		
From: Comm and Web Development	Software	\$ 1,260
To: Comm and Web Development	Equipment Replacement	\$ 1,260

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
4. Transfer to purchase supplies.		
From: Human Resources, CI Staff Dvlp	Conferences	\$ 4,000
To: Human Resources, CI Staff Dvlp	Supplies	\$ 4,000
5. Transfer to purchase and install a video security system at the Alumni House.		
From: Public Affairs	Classified Hourly	\$ 7,500
To: Public Affairs	Fixtures and Fixed Equip Equipment	\$ 4,000 3,500
6. Transfer to reallocate the Riverside School of the Arts budget. (Fund 12, Resource 1190)		
From: School of the Arts	Academic Special Project Academic FT Non-Instr	\$ 4,100 2,788
To: School of the Arts	Instructional Supplies Software Conferences Equipment	\$ 518 654 561 5,155
7. Transfer to purchase supplies and equipment. (Fund 12, Resource 1190)		
From: Temp Assist to Needy Families	Classified FT Employee Benefits	\$ 4,440 3,060
To: Temp Assist to Needy Families	Supplies Equipment	\$ 3,060 4,440

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
8. Transfer to reallocate budget for allowable indirect costs. (Fund 12, Resource 1190)		
From: Career Ladder Nursing Education	Classified Hourly	\$ 5,471
To: Career Ladder Nursing Education	Indirect Charges	\$ 5,471
9. Transfer to purchase reference books and supplies for the Foster and Kinship Care Education grant. (Fund 12, Resource 1190)		
From: Workforce Prep	Classified FT Admin	\$ 800
	Employee Benefits	1,200
To: Workforce Prep	Reference Books	\$ 600
	Supplies	1,400
10. Transfer to purchase reference books and equipment. (Fund 12, Resource 1190)		
From: Riverside Co. Emancip Services	Classified FT Admin	\$ 11,896
To: Riverside Co. Emancip Services	Reference Books	\$ 2,396
	Equipment	9,500
11. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Cal Works	Classified FT	\$ 20,400
	Classified Hourly	10,000
	Employee Benefits	22,375
To: Cal Works	Equipment	\$ 52,775

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
12. Transfer to provide for employment advertising and legal services.		
From: Salary Savings	Academic FT Admin	\$ 91,000
To: Human Resources	Advertising	\$ 88,000
	Legal	3,000
13. Transfer to purchase replacement equipment.		
From: Academic Affairs	Admin Contingency Acct	\$ 3,664
To: Academic Affairs	Equipment Replacement	\$ 1,451
Occupational Education	Equipment Replacement	2,213
14. Transfer to purchase supplies.		
From: Academic Innovative Programs	Conferences	\$ 1,721
To: Academic Innovative Programs	Supplies	\$ 1,721
15. Transfer to provide for cellular telephone expenses.		
From: Health Sciences Programs	Supplies	\$ 200
To: Health Sciences Programs	Cellular Telephone	\$ 200
16. Transfer to purchase repair parts.		
From: Open Campus	Other Services	\$ 14,874
	Equipment	1,026
To: Open Campus	Repair Parts	\$ 15,900

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
17. Transfer to reallocate the VTEA Title 1-C budget. (Fund 12, Resource 1190)		
From: VTEA – Title 1-C	Academic PT Non-Instr	\$ 1,990
	Academic Special Project	2,143
	Student Help – Non-Instr	912
	Conferences	5,202
	Other Services	8,852
To: VTEA – Title 1-C	Equipment	\$ 19,099
18. Transfer to purchase equipment and supplies.		
From: Information Services	Mileage	\$ 372
	Comp Software Maint/Lic	893
	Repairs	6,500
To: Information Services	Supplies	\$ 3,000
	Equipment	4,765
19. Transfer to purchase equipment.		
From: Performance Riverside	Repair Parts	\$ 240
To: Performance Riverside	Equipment	\$ 240

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
20. Transfer to reallocate the CACT budget. (Fund 12, Resource 1190)		
From: CACT	Classified FT Admin	\$ 11,194
	Classified FT	6,447
	Employee Benefits	10,884
To: CACT	Cellular Telephone	\$ 1,250
	Repairs	550
	Equipment	26,725
21. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: CITD	Other Services	\$ 1,000
	Equipment	3,410
To: CITD	Supplies	\$ 4,410
22. Transfer to provide for commencement expenses.		
From: Admissions and Records	Repairs	\$ 1,500
To: Admissions and Records	Commencement	\$ 1,500
23. Transfer to reallocate the Extended Opportunity Programs and Services budget. (Fund 12, Resource 1190)		
From: EOPS	Academic FT Non-Instr	\$ 25,332
	Academic PT Non-Instr	1,479
	Lecturers	12
	Mileage	39
	Travel Expenses	1,034
	Conferences	289
	Other Services	11,025
	Equipment	1,996
To: EOPS	Supplies	\$ 7,520
	Book Grants	33,686

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
24. Transfer to provide for repairs. (Fund 32, Resource 3200)		
From: Food Services	Food	\$ 2,000
To: Food Services	Repairs	\$ 2,000
25. Transfer to purchase supplies.		
From: Community Outreach	Mileage	\$ 350
	Advertising	1,000
	Other Services	1,500
To: Community Outreach	Supplies	\$ 2,850
26. Transfer to purchase supplies and provide for conference expenses.		
From: International Students	Classified Hourly	\$ 5,000
To: International Students	Supplies	\$ 3,800
	Conferences	1,200
27. Transfer to reallocate the Matriculation budget. (Fund 12, Resource 1190)		
From: Matriculation	Academic FT Non-Instr	\$ 283
	Classified Hourly	2,925
	Equipment	130
To: Matriculation	Copying and Printing	\$ 160
	Supplies	1,042
	Tests	721
	Periodicals/Magazines	803
	Postage	612

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
28. Transfer to provide for postage.		
From: Art	Academic Special Project	\$ 595
	Reference Books	113
To: Art	Postage	\$ 708
29. Transfer to purchase supplies and equipment and provide for academic special projects to write and set-up the on-line Theater 3 class.		
From: Performing Arts	Conferences	\$ 1,000
Performing Arts, Music	Instructional Supplies	451
Performing Arts, Guitar Ensemble	Other Services	129
To: Performing Arts	Academic Special Project	\$ 1,000
Performing Arts, Music	Equipment	451
Performing Arts, Guitar Ensemble	Instructional Supplies	129
30. Transfer to purchase supplies.		
From: Dean of Instruction, Riverside	Rents and Leases	\$ 2,719
To: Dean of Instruction, Riverside	Supplies	\$ 2,719
31. Transfer to provide for View Points Newspaper journalism coaching.		
From: English, Speech and Comm	Cl Sal Coach Sum Activity	\$ 217
To: English, Speech and Comm	Academic Special Project	\$ 217
32. Transfer to purchase equipment.		
From: Physical Education	Instructional Supplies	\$ 328
To: Physical Education	Equipment	\$ 328

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
33. Transfer to purchase equipment, replacement equipment and supplies.		
From: Applied Tech, Welding	Instructional Supplies	\$ 171
	Repairs	3,999
Applied Tech, General Motors	Advertising	700
	Repairs	200
Applied Tech, Photography	Conferences	1,000
	Equipment	1,332
To: Applied Tech, Welding	Equipment Replacement	\$ 4,170
Applied Tech, General Motors	Supplies	650
	Equipment	250
Applied Tech, Photography	Instructional Supplies	2,332
34. Transfer to purchase supplies.		
From: Public Safety Ed and Training	Rents and Leases	\$ 5,000
To: Public Safety Ed and Training	Instructional Supplies	\$ 5,000
35. Transfer to provide access to the Millennium Data Base.		
From: Library, Riverside	Periodicals/Magazines	\$ 900
	Equipment	190
Library, Moreno Valley	Copying and Printing	93
	Supplies	37
Library, Norco	Copying and Printing	138
To: Library, Riverside	Comp Software Maint/Lic	\$ 1,090
Library, Moreno Valley	Comp Software Maint/Lic	130
Library, Norco	Comp Software Maint/Lic	138

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
36. Transfer to provide for conference expenses.		
From: Counseling, Tutorial Services	Supplies	\$ 440
To: Counseling, Tutorial Services	Conferences	\$ 440
37. Transfer to purchase equipment and supplies.		
From: Athletics	Travel Expenses	\$ 1,604
To: Athletics	Equipment	\$ 558
	Supplies	1,046
38. Transfer to purchase repair parts.		
From: Facilities, Norco	Repairs	\$ 3,500
To: Facilities, Norco	Repair Parts	\$ 3,500
39. Transfer to provide for conference expenses.		
From: Communications	Tests	\$ 100
To: Communications	Conferences	\$ 100
40. Transfer to reallocate the Student Support Services budget. (Fund 12, Resource 1190)		
From: Student Support Services, TRIO	Academic FT Admin	\$ 4,800
To: Student Support Services, TRIO	Temporary Services	\$ 3,730
	Conferences	500
	Comp Software Maint/Lic	570

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
41. Transfer to purchase instructional supplies.		
From: Social and Behavioral Sciences	Lecturers	\$ 452
	Mileage	300
	Conferences	1,731
	Memberships	150
	Comp Software Maint/Lic	217
To: Social and Behavior Sciences	Instructional Supplies	\$ 2,850
42. Transfer to purchase equipment and instructional supplies.		
From: Arts, Humanities and World Lang	Other Services	\$ 7,619
	Comp Software Maint/Lic	1,000
	Memberships	1,000
	Mileage	50
To: Arts, Humanities and World Lang	Equipment	\$ 1,713
	Instructional Supplies	7,956
43. Transfer to purchase instructional supplies and equipment.		
From: Physical and Life Sciences	Repairs	\$ 11,861
	Other Services	2,150
	Mileage	50
	Transportation	800
To: Physical and Life Sciences	Instructional Supplies	\$ 14,091
	Equipment	770

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
44. Transfer to purchase instructional supplies and equipment.		
From: Business, Engineering and Info Sys	Repairs	\$ 100
	Rents and Leases	500
	Entry Fees	300
	Mileage	900
	Comp Software Maint/Lic	854
	Other Services	140
	Postage	700
	Conferences	700
	Memberships	550
To: Business, Engineering and Info Sys	Instructional Supplies	\$ 1,194
	Equipment	3,550
45. Transfer to reallocate the Talent Search budget. (Fund 12, Resource 1190)		
From: Talent Search, TRIO - Norco	Classified FT	\$ 3,740
	Tests	500
	Copying and Printing	1,100
	Supplies	300
To: Talent Search, TRIO - Norco	Temporary Services	\$ 3,740
	Travel Expenses	1,600
	Book Grants	300
46. Transfer to purchase instructional supplies.		
From: Dental Hygiene, Moreno Valley	Other Services	\$ 2,716
To: Dental Hygiene, Moreno Valley	Instructional Supplies	\$ 2,716

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
47. Transfer to relocate and upgrade an electrical receptacle.		
From: President, Moreno Valley	Admin Contingency Acct	\$ 1,552
To: President, Moreno Valley	Fixtures and Fixed Equip	\$ 1,552
48. Transfer to reallocate the Nuview Bridge Early College High School budget. (Fund 12, Resource 1190)		
From: Nuview Bridge ECHS	Other Services	\$ 10,805
To: Nuview Bridget ECHS	Academic Special Project	\$ 5,388
	Employee Benefits	612
	Supplies	805
	Mileage	500
	Conferences	3,500
49. Transfer to purchase supplies.		
From: Learning Resource Center, MV	Repairs	\$ 84
	Rents and Leases	238
To: Learning Resource Center, MV	Supplies	\$ 322
50. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: MV/City Television Equipment	Audio Visual Equipment	\$ 227
To: MV/City Television Equipment	Supplies	\$ 227

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
51. Transfer to purchase food. (Fund 33, Resource 3300)		
From: Early Childhood Studies, MV	Memberships	\$ 50
	License Fees	400
	Other Services	450
To: Early Childhood Studies, MV	Food	\$ 600
	Meals for Needy Children	300
52. Transfer to purchase supplies.		
From: Admissions and Records, MV	Equipment	\$ 910
To: Admissions and Records, MV	Supplies	\$ 910
53. Transfer to provide transportation, purchase supplies, and computer software.		
From: Counseling, MV – Puente Program	Supplies	\$ 255
Counseling, MV	Academic PT Non-Instr	1,500
	Fixtures and Fixed Equip	199
	Equipment	7
To: Counseling, MV – Puente Program	Transportation	\$ 255
Counseling, MV	Comp Software Maint/Lic	1,500
	Supplies	206
54. Transfer to purchase supplies.		
From: Talent Search, TRIO - MV	Food	\$ 20
To: Talent Search, TRIO - MV	Supplies	\$ 20

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 20, 2006

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
55.	Transfer to reallocate the Instructional Equipment and Materials budget. (Fund 12, Resource 1190)		
From:	Chemistry	Equipment	\$ 2,935
	Physical Education	Equipment	3,854
	Dean of Instruction, MV	Equipment	79
	Learning Resource Center, MV	Equipment	3,850
To:	Chemistry	Repairs	\$ 2,935
	Physical Education	Instructional Supplies	3,854
	Dean of Instruction, MV	Instructional Supplies	79
	Learning Resource Center, MV	Other Services	3,850

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.

Salvatore G. Rotella
Chancellor

Prepared by: Norm Godin
Budget Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: June 20, 2006

Subject: Resolution to Amend Budget – Resolution No. 40-05/06
2005-2006 Adoption Education Services

Background: With the Board of Trustees' approval of Report No. V-A-8-e, presented later in this agenda, the Riverside Community College District will enter into a Professional Service Agreement in the amount of \$12,000 with the Riverside County Department of Public Social Services for 2005-2006 Adoption Education Services. The funds will be used to provide education for foster parents and relative caregivers who are preparing to legally adopt children currently living in their homes.

Recommended Action: Contingent upon the Board of Trustees' approval of Report No. V-A-8-e, presented later in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$12,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Michael Wright
Director, Workforce Preparation
Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 40-05/06

2005-2006 Adoption Education Services

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$12,000 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 June 20, 2006

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 40-05/06
 2005-2006 Adoption Education Services

Year	County	District	Date	Fund
06	33	07	6/20/2006	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0097	8190	12,000	00	REVENUE
									EXPENDITURES
12	ACW	1190	0	6020	0097	4590	2,000	00	Supplies
12	ACW	1190	0	6020	0097	5120	1,200	00	Lecturers
12	ACW	1190	0	6020	0097	5890	8,800	00	Other Services
							12,000	00	TOTAL INCOME
							12,000	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: June 20, 2006

Subject: Contingency Budget Adjustments

Background: The 2005-06 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustments have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for Norco Campus remodel projects; approved May 16, 2006, Board Report No. V-D-1. (Fund 41, Resource 4160)		
From: GO Bond Capital Project	Contingency	\$ 100,220
To: Facilities, Norco	Science & Technology Building	\$ 30,127
	Library Building	\$ 10,143
	Student Services Building	\$ 38,500
	Theater 203	\$ 13,200
	CACT Building	\$ 8,250

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

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-5-a

Date: June 20, 2006

Subject: Award of Bid – Parking Lot - March Education Center

Background: On November 23, 2005, two bids were received in response to an Invitation to Bid to rough grade and pave the parking lot at the March Education Center. Both bid proposals exceeded the budget for this project. District staff therefore recommended, and the Board approved, rejecting both bids, revising the scope of work of the project and re-bidding.

District staff then advertised and sent a Notice Inviting Bids to thirteen local vendors who specialize in asphalt paving. On May 24, 2006, one bid was received in response to the invitation to bid.

The results were as follows:

ASR Constructors
Riverside
\$111,000

Funding will come from Fund 12 budgeted in Resource 1050.

Recommended Action: It is recommended that the Board of Trustees (1) accept the bid for the parking lot at March Education Center, and (2) authorize the Vice Chancellor of Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-5-b

Date: June 20, 2006

Subject: Award of Bid – Tenant Improvements for District Office

Background: The Riverside Community College District solicited an Invitation for Bid for Tenant Improvements for District Office. On May 31, 2006, bids were received from two vendors. The results were as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Location</u>
ASR Constructors	327,000	Riverside
Hinkley and Associates	390,700	Highland

Based upon review, District staff recommends awarding the base bid amount of \$327,000 to ASR Constructors from Riverside. References for ASR Constructors were checked and found to be satisfactory. Funding will come from Fund 11, budgeted in Resource 1000.

Recommended Action: It is recommended that the Board of Trustees award a bid for Tenant Improvements for the District Office project to ASR Constructors in the amount of \$327,000 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-5-c

Date: June 20, 2006

Subject: Award of Bid – Emergency Phones Installation Project

Background: The Riverside Community College District has solicited an Invitation for Bid for the Emergency Phones Installation Project. On May 31, 2006, bids were received from two vendors in response to the Invitation for Bid. The results were as follows:

<u>Contractor</u>	<u>Total Bid</u>	<u>Riverside</u>	<u>Moreno</u>	<u>Norco</u>	<u>District Office</u>
EnerTech Systems, Inc.	379,717	178,626	88,318	102,773	10,000
Black Box	Withdrew				

Based upon review, District staff recommends awarding the base bid amount of \$379,717 to EnerTech Systems, Inc. References for EnerTech Systems, Inc were checked and found to be satisfactory. Funding will come from Fund 41, and will be budgeted in Resource 4160.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Emergency Phones Installation project to EnerTech Systems, Inc. in the amount of \$379,717 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-5-d

Date: June 20 2006

Subject: Purchase Using California Multiple Award Schedules

Background: The California Multiple Award Schedules (CMAS) maintain lists of contracts for goods and services awarded to vendors and approved for use of all California governmental entities that are empowered to expend public funds for the acquisition of goods and services. The District may use all these contracts to purchase Cisco network equipment from MTM Technologies for the District Office facility in the amount of \$79,149, in accordance with Public Contract Code Section 20652.

Funding will come from Fund 11, budgeted in Resource 1000.

Recommended Action: It is recommended that the Board of Trustees approve using the California Multiple Award Schedule, CMAS contract #3-06-70-2309B from MTM Technologies, for the purchase of Cisco network equipment, in the amount of \$79,149 for the District Office.

Salvatore G. Rotella
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FOUNDATION

Report No.: V-A-6

Date: June 20, 2006

Subject: Donations

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

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

Salvatore G. Rotella
Chancellor

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

Description

Contributed to the Art Department
Watercolor Art book collection

Estimate Value: \$450

Contributed to the Physicians Assistant Program
2 Hamilton E Series exam tables
1 Midmark Medical 104 exam table
1 Ritter 104 exam table

Estimate Value: \$3,200

Donor

Mr. & Mrs. Craig Riemer
5920 Shaker Drive
Riverside, CA 92506

Sharon Laughton, M.D.
3838 Sherman Drive, Ste #3
Riverside, CA 92505

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: June 20, 2006

Subject: Out-of-State Travel

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

Retroactive:

- 1) Mr. Richard Barron, associate dean, academic innovative programs, to travel to Raleigh, North Carolina, June 7-10, 2006, to attend the National Community College Hispanic Council Leadership Fellows Program. Estimated cost: \$1,711.20. Funding source: the general fund.
- 2) Ms. Patricia Tutor, assistant professor, nursing education, to travel to Houston, Texas, June 19-21, 2006, to attend (Health Education Systems, Inc.) HESIware Training. Estimated cost: \$797.25. Funding sources: \$597.25 from faculty development committee funds, and \$200.00 from the general fund.
- 3) Ms. Tammy VantHul, assistant professor, nursing education, to travel to Houston, Texas, June 19-21, 2006, to attend (Health Education Systems, Inc.) HESIware Training. Estimated cost: \$797.25. Funding sources: \$597.25 from faculty development committee funds, and \$200.00 from the general fund.

Revisions:

- 1) At the meeting of May 16, 2006, the Board approved out-of-state travel for Mr. Stephen Ashby, multimedia operations specialist, to travel to Orlando, Florida, June 6-9, 2006, to attend Infocom, where the District will be considered a finalist for the Media Site Rich Media Awards. Estimated cost: \$1,176.11. Funding source: the general fund. The funding source changed to the Health Resource and Services Administration grant fund.
- 2) At the meeting of May 16, 2006, the Board approved out-of-state travel for Ms. Laneshia Judon, associate professor, business administration, to accompany 15 students traveling to Cancun, Mexico, June 28-July 4, 2006. Estimated cost: \$15,000.00. Funding sources: \$7,500.00 from the Business Leaders of Tomorrow Law Society Trust, and \$7,500.00 from the Business Leaders of Tomorrow General Trust. The dates of travel have changed to August 4-12, 2006, and the location of travel has changed to Tampa and Miami, Florida; Gran Cayman, the Bahamas and Playa de Carmen, Mexico. (Cruise for Business Leaders of Tomorrow Club leadership retreat).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: June 20, 2006

Subject: Out-of-State Travel

Current:

- 1) Ms. Shelagh Camak, district dean, workforce development, to travel to Great Barrington, Massachusetts, August 19-23, 2006, to attend Simon's Rock College of Bard Early College Teaching Seminar. Estimated cost: \$747.00. Funding source: the general fund.
- 2) Dr. Siobhàn Freitas, assistant professor, chemistry, to travel to Lafayette, Indiana, July 30-August 3, 2006, to attend the 19th Biennial Conference on Chemical Education. Estimated cost: \$1,154.70. Funding sources: \$200.00 from the general fund and \$954.70 to be paid by the employee.
- 3) Ms. Joan Gibbons-Anderson, assistant professor, speech communication, to travel to Great Barrington, Massachusetts, August 19-23, 2006, to attend Simon's Rock College of Bard Early College Teaching Seminar. Estimated cost: \$843.40. Funding source: the general fund.
- 4) Ms. Mary Legner, associate professor, mathematics, to travel to Portland, Oregon, July 11-13, 2006, to attend the Peer Learning Conference. There is no cost to the District.
- 5) Ms. Jill Marks, project director, Gateway to College, to travel to Portland, Oregon, July 11-13, 2006, to attend the Peer Learning Conference. There is no cost to the District.
- 6) Mr. Phillip Medlock, resource specialist, Gateway to College, to travel to Portland, Oregon, July 11-13, 2006, to attend the Peer Learning Conference. There is no cost to the District.
- 7) Mr. David Mills, assistant professor, English, to travel to Great Barrington, Massachusetts, August 20-23, 2006, to attend Simon's Rock College of Bard Early College Teaching Seminar. Estimated cost: \$780.00. Funding source: the general fund.
- 8) Mr. Mohammad Moghaddam, director, hospitality and culinary arts programs, to travel to Philadelphia Pennsylvania, July 12-18, 2006, to attend the American Culinary Convention, the National Convention, Culinary Educator Clinic, Educational Seminar and Workshops. Estimated cost: \$1,447.50. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: June 20, 2006

Subject: Out-of-State Travel

- 9) Mr. Samuel Pessah, instructor, Italian, world languages, to travel to Haifa, Israel, July 2-6, 2006, to lecture on Italian Jews from Egypt at the World Congress of Jews from Egypt Conference. Estimated cost: \$2,976.00. Funding sources: \$200.00 from the general fund, \$500.00 from faculty staff development funds, and \$2,276.00 to be paid by the employee.
- 10) President Mark Takano, Board of Trustees, to travel to Great Barrington, Massachusetts, August 19-23, 2006, to attend the Simon's Rock College of Bard Early College Teaching Seminar. Estimated cost: \$954.60. Funding source: the general fund.
- 11) Mr. Alejandro Torres, interim director, GEAR UP, to travel to Washington, DC, July 22-27, 2006, to attend the National Council for Community Educational Partnerships/GEAR UP Annual Conference 2006. Estimated cost: \$2,855.67. Funding source: GEAR UP/Passport Plus grant funds.
- 12) Ms. Eugenia Vincent, district dean, student financial services, to travel to Seattle, Washington, July 2-10, 2006, to attend the National Association of Student Financial Aid Administrators Conference. Estimated cost: \$2,060.08. Funding source: the general fund.
- 13) Mr. Ron Vito, district dean, occupational education, to travel to Great Barrington, Massachusetts, August 19-23, 2006, to attend the Early College Teaching Seminar. Estimated cost: \$645.80. Funding source: the general fund.
- 14) Mr. Don Ajene Wilcoxson, associate professor, business administration, to travel to Great Barrington, Massachusetts, August 20-23, 2006, to attend Simon Rocks College of Bard Early College Teaching Seminar. Estimated cost: \$791.70. Funding source: the general fund.

Salvatore G. Rotella
Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-8-a

DATE: June 20, 2006

Subject: Agreement with The Community College League of California

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and The Community College League of California. If you will recall, at the May 16, 2006, Board of Trustees meeting, Cindra Smith, Director of Educational Services for the Community College League of California, gave a presentation regarding the League's Board Policy and Procedures Service and its value to the Community College Districts in the state. With accreditation coming up in 2007, it is important that our Board policies and procedures are current with the latest laws under the Education Code, The Government Code, Penal Code, Title V and any other laws applicable to Community College Districts. In order to complete the updating/revision of our Board Policies and Regulations for accreditation, the District recommends contracting with The Community College League of California to provide consulting services for this project. The cost of the consulting services will be \$24,800.00 and will cover the time period of July 1, 2006 to June 30, 2007. Source of Funds: The General Fund.

The provider in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Virginia MacDonald, Chief of Staff.

Recommended Action: It is recommended that the Board of Trustees approve the Agreement with the Community College League of California in the amount of \$24,800.00, covering the period of July 1, 2006 to June 30, 2007, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia MacDonald
Chief of Staff/Executive Assistant to the Chancellor

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

This agreement made and entered into on the 20th day of June, 2006, by and between Riverside Community College District, hereafter referred to as "District," and Community College League of California hereafter referred to as the "League".

WHEREAS, the District is desirous of bringing its Board Policy Manual and Board Policy Regulations/Procedures up-to-date, and

WHEREAS, the League is qualified by experience, knowledge, and materials to assist with the coordination and supervision of updating Board Policy and Administrative Procedures Manuals, and

WHEREAS, Pursuant to Government Code Section 53060, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters,

NOW, THEREFORE, the District and the League, for the considerations hereinafter named, agree as follows:

FIRST: The League agrees to perform the professional, technical and management services hereinafter set forth when and as assigned by the District, and

SECOND: The District agrees to pay the League a fee, together with such other payments and reimbursements as are hereinafter provided.

LEAGUE CONSULTANT'S SERVICES

ARTICLE 1:

The League agrees to assign a League-approved Consultant to provide professional services and consultation to assist the District in the revision of its Board Policy and Administrative Procedures Manuals. The Consultant's services will include, but may not be limited to, the following:

- Presenting a work plan to the District for approval.
- Drafting up-to-date policies for all sections of the Board Policy Manual using as a starting point the League's sample policy templates and the District's current board policies.
- Drafting recommendations for new Administrative Procedures, using as starting points the current District administrative procedures, procedures now contained in the District's Board Policy Manual, and the League's sample procedures.
- Providing to district designee draft board policies and procedures for review by appropriate groups of employees for review.
- Finalizing the recommended Board Policies for review and adoption by the Board.
- Finalizing the Administrative Procedures/Regulations for review and adoption by the Chancellor.
- Providing the District with the Board Policies and Administrative Procedures in an electronic format (disk(s) or CD) which can be easily updated and uploaded on the District website.

The League reserves the right to choose the Consultant and change the Consultant if necessary.

FEE STRUCTURE

ARTICLE 2:

The fee for the work conducted under this Agreement shall be \$24,800 for July 1, 2006 to June 30, 2007. If the work of the Consultant exceeds 300 hours during the contract, additional hours will be billed to the District at the rate of \$70.00 per hour for research, creation of documents, or meeting with District personnel, and at \$25.00 per hour for transportation time or telephone consultation with District personnel. The District reserves the right to approve the additional professional costs prior to the expenditure of those costs. If the work extends beyond June 30, 2007, this contract may be extended at the discretion of both the District and the League.

METHOD OF PAYMENT

ARTICLE 3:

Quarterly/bimonthly/or monthly payments to the League will be made with the approval of the District, upon presentation of the League's invoice. Each invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably deem appropriate, as determined by the District.

INDEMNIFICATION

ARTICLE 4:

To the extent allowed by law, the League must save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

To the extent allowed by law, the District must save, keep, bear harmless, and fully indemnify the League and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

The District must agree to have the final Board Policy Manual and Administrative Procedures Manuals examined by legal counsel before final adoption to assure the contents are in compliance with legal requirements, legal advisements, or suggested good practice.

EMPLOYEE RELATIONSHIP

ARTICLE 5:

The League and Consultant are not employees of the District. It is understood that the Consultant is responsible for his/her actions and that the Consultant is not an employee or servant of the District regardless of the nature or extent of the acts performed by the Consultant. Therefore, since the Consultant has been deemed not to be an employee of the District, the District does not assume liability under the law for any act or performance pursuant to this Agreement.

CANCELLATION

ARTICLE 6:

Either party giving written notice to the other may cancel this Agreement at any time, with or without cause. In the event of such cancellation, the League shall be paid for authorized services. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant or League.

OWNERSHIP OF DRAWINGS OR REPORTS

ARTICLE 7:

Services as represented on documents or reports are to become the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the League reserves the right to use any documents or data prepared or collected during the course of this work for other purposes as it sees fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

CONSULTANT PERSONAL SERVICES

ARTICLE 8:

It is agreed that the District is relying on the personal services of the Consultant and upon his/her technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District.

It is further understood and agreed that the Consultant shall not assign nor transfer his/her duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

CONFLICT OF INTEREST

ARTICLE 9:

The Consultant agrees to perform services exclusively for the District under this Agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District. Further, the Consultant shall not seek to use his/her position, the information gained thereby, nor any other aspect of the project or his/her relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

TERM OF AGREEMENT

ARTICLE 10:

This Agreement shall be effective when signed by all parties. Services shall commence upon execution of this Agreement.

This Agreement may be amended but only by an instrument in writing signed by all parties.

By: _____
James L. Buysse, Vice Chancellor, Administration & Finance
Riverside Community College District

Date: _____

By: _____
Community College League of California

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: V-A-8-b

Date: June 20, 2006

Subject: Workers' Compensation Self-Insurance Service Agreement

Background: The District uses Southern California Risk Management Associates (SCRMA) to administer the District's self-insured workers' compensation program. Recent changes in the workers' compensation laws require a change in the professional services contract between the District and SCRMA. The terms and conditions of the contract are standard for the industry. It contains a mutual hold harmless provision and SCRMA has named the District as an additional insured on its insurance policy. The costs of the three-year contract are:

2006 – 2007: \$47,200
2007 – 2008: \$52,200
2008 – 2009: \$56,200

These costs include an annual charge of \$1,200 for access to the SCRMA claims management system. The term of the agreement is from July 1, 2006 to June 30, 2009.

Recommended Action: It is recommended that the Board of Trustees approve the agreement from July 1, 2006 to June 30, 2009 in an amount not to exceed \$47,200 in 2006/2007, \$52,200 in 2007/2008 and \$56,200 in 2008/2009, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore Rotella
Chancellor

Prepared by: Edward Godwin
Director, Administrative Services

WORKERS' COMPENSATION
SELF-INSURANCE
SERVICE AGREEMENT

This Agreement is entered into by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT hereinafter referred to as "CLIENT," and SOUTHERN CALIFORNIA RISK MANAGEMENT ASSOCIATES, INC., a California Corporation, hereinafter referred to as "SCRMA."

RECITALS

1. WHEREAS, CLIENT has elected to self-insure its workers' compensation programs in the State of California; and
2. WHEREAS, SCRMA provides claims administration services and management information services to self-insured employers; and
3. WHEREAS, CLIENT and SCRMA have agreed to enter into a Service Agreement for claims administration services effective July 1, 2006.
4. The foregoing recitals are agreed to by the parties.

TERMS AND CONDITIONS

1. Term of Agreement

This agreement is effective July 1, 2006, and shall be continuous through June 30, 2009. At CLIENT's option, the agreement can be extended through June 30, 2011.

2. Consideration

- a. SCRMA's Claims Administration fee shall be as follows:

For the period July 1, 2006 through June 30, 2007: \$46,000.00

For the period July 1, 2007 through June 30, 2008: \$51,000.00

For the period July 1, 2008 through June 30, 2009: \$55,000.00

- b. The Claims Administration fees are payable quarterly in advance by CLIENT upon receipt of SCRMA's invoice.
- c. SCRMA will provide view-only access to its claims management system at the request of CLIENT for an annual per site fee of \$1,200.00. This fee will be invoiced annually in advance.
- d. It is recognized that the Claims Administration fee as negotiated each year represents the expense of administering and adjusting Workers' Compensation claims that are reported prior to or during the current contract period. The Claims Administration fee covers the expense involved in processing claims to their ultimate conclusion as long as SCRMA continues to provide Claims Administration services pursuant to the terms of this Service Agreement or any renewal or further Service Agreement.

Workers' Compensation Self-
Insurance Service Agreement
Page 2 of 6

3. Responsibilities of SCRMA

a. Claims Administration

SCRMA agrees to provide claims service for CLIENT's Workers' Compensation exposure in the State of California as required by the regulatory bodies of said State and at a level acceptable to CLIENT.

b. Management Information System

- (1) SCRMA agrees to maintain claims and cost data as well as estimates of future claims liability on an individual claim basis.
- (2) SCRMA will provide management information service to CLIENT as agreed upon by the parties.
- (3) SCRMA retains sole right of ownership to its programs. However, CLIENT has a right to the data. In the event of a cancellation of SCRMA's service, CLIENT is entitled to a complete history file (tape) of all claims and payment information, as well as a complete format of the tape, and all written records maintained by SCRMA on behalf of CLIENT.

c. Medical Cost Containment and Management

SCRMA agrees to provide medical cost containment and management services through its affiliate, Medical Audit and Management, Inc. (MAAM). Services to be provided include, but are not limited to, repricing of medical bills to the Official Medical Fee Schedule, repricing of medical bills based on network contracts, pre-negotiated agreements for medical services, Utilization Review pursuant to Labor Code 4610, optional use of the WellComp Medical Provider Network established pursuant to LC 4616, and nurse case management services. Fees for these services are paid as an allocated cost against the claims files to MAAM as follows:

- (1) Medical Bill Auditing: 12.5% of savings and \$6.00 per medical bill and \$5 per non- medical bill,
- (2) Utilization Review: 5% of net medical charges.

4. Responsibilities of CLIENT

CLIENT shall report all workers' compensation claims and provide all information available in a timely manner, cooperate and assist in the investigation of claims as may be necessary to administer its claims. CLIENT shall maintain a balance in the account administered by SCRMA sufficient to pay all workers' compensation benefits, costs and expenses. CLIENT may refuse the services of any vendor selected by SCRMA. CLIENT agrees that SCRMA retains ownership of its programs, processes, forms and methods and will not use or disseminate them without written consent of SCRMA.

Workers' Compensation Self-
Insurance Service Agreement
Page 3 of 6

5. Claim Payment Fund

- a. The parties agree that SCRMA will pay claim expenses from a fund established by CLIENT and funded by CLIENT. CLIENT will maintain the fund at an amount sufficient to cover the expense of the Workers' Compensation claims. SCRMA agrees to make its records available to CLIENT for audit purposes at all times.
- b. Claim expenses are defined as medical, temporary or permanent disability, allocated claim expense, rehabilitation expense, claim, and all other Workers' Compensation benefits payable to the injured employees or dependents of CLIENT.
- c. Allocated claim expense includes such costs as legal fees, court costs, court reporters, expert witnesses, investigation, photocopy, subpoena, photographic, fees to undercover operatives, depositions, bill review, utilization review, and certain special costs as may be required.

6. Termination

- a. Either party may terminate this Agreement by providing written notice sixty (60) days in advance to the other. In the event of termination, SCRMA will be obligated to provide all data, records and information developed with respect to CLIENT's business, including all loss records, to CLIENT or its designated agent on the date established by CLIENT. SCRMA will provide the records in good condition and will assist in any transition as may be desired by CLIENT.
- b. CLIENT may, at its option, designate SCRMA to continue to manage all claim files with injury dates prior to the termination date of this Agreement, for a fee of 17.5% of paid claims, or on a time and charges basis at a rate agreed to by the parties.

7. Insurance Coverage

a. Blanket Fidelity Bond

SCRMA shall maintain a blanket fidelity bond in an amount not less than Five Hundred Thousand Dollars (\$500,000.00), with an approved corporate surety covering any and all principals, officers and employees involved in performance of the Agreement and the trust fund (imprest) account.

b. Errors and Omissions Insurance

SCRMA shall maintain Errors and Omissions Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and aggregate.

c. Public Liability and Property Damage Insurance

SCRMA shall maintain commercial general liability insurance in the amount not less than One Million Dollars (\$1,000,000.00) which shall be primary over any other insurance carried by CLIENT. Certificates of insurance shall name CLIENT as an additional insured.

Workers' Compensation Self-
Insurance Service Agreement
Page 4 of 6

8. General Conditions

- a. SCRMA shall indemnify, hold harmless and defend CLIENT, its agents, employees, assigns, successors, officers and directors against any and all loss, damage, fines, liability, costs and expenses, including reasonable attorney fees and costs that CLIENT may become obligated to pay due directly to the acts, omissions or negligence of SCRMA, its agents, employees, officers or directors. CLIENT agrees to notify SCRMA immediately in writing of any claim, demand, notice of liability or action.
- b. CLIENT shall indemnify, hold harmless and defend SCRMA, its agents, employees, assigns, successors, officers and directors against any and all loss, damage, fines, liability, costs and expenses, including reasonable attorney fees and costs that SCRMA become obligated to pay due directly to the acts, omissions or negligence of CLIENT, its agents, employees, officers or directors.
- c. The services to be rendered by SCRMA are to be within the standards for administration of workers' compensation claims. In the event CLIENT directs SCRMA to follow a specific course of action in the handling of any claim, it shall indemnify, hold harmless and defend SCRMA against any loss, cost or expense, including reasonable attorney fees and costs, incurred in any claim for damages related to that course of action.
- d. Penalties and self-imposed increases resulting from the failure of CLIENT to provide timely notice of claims (within seven days of CLIENT's knowledge of injury) or such other employer obligations as awarded or imposed pursuant to Labor Code Section 5814 and Labor Code Section 4650(d) are and shall be the sole responsibility of CLIENT, and CLIENT agrees to indemnify, defend and hold SCRMA harmless from the imposition of such penalties and self-imposed increases. Penalties and self-imposed increases resulting from the acts of SCRMA as claim administrator are and shall be the sole responsibility of SCRMA, and SCRMA agrees to indemnify, defend and hold CLIENT harmless from the imposition of such penalties.
- e. The parties understand the administration of a self-insured workers' compensation program requires the exchange of confidential medical information between CLIENT and SCRMA in order to ensure the prompt delivery of benefits and to evaluate the accommodation of work restrictions, either on a temporary or permanent basis. CLIENT acknowledges the provisions of Labor Code Section 3762 and agrees that CLIENT's designated employees responsible for the administration of CLIENT's workers' compensation program shall maintain the confidentiality required and abide by the restrictions on dissemination of claimants' medical information, records and reports. CLIENT's designated employees shall not disseminate medical information of claimants in violation of Labor Code Section 3762. SCRMA makes no representations whether any particular disclosure or dissemination of medical information, reports or records by or between SCRMA and CLIENT's designated employees is or is not prohibited by Labor Code Section 3762, California Code of Civil Procedure Section 56, et seq., or any other provision of State or Federal law governing the privacy and confidentiality of medical information. In the event that a claim is made as a result of the release of confidential medical information by SCRMA, CLIENT authorizes SCRMA to pay all attorney fees and costs incurred in defense of the claim as an allocated expense.

Workers' Compensation Self-
Insurance Service Agreement
Page 5 of 6

- f. SCRMA has its principal office in Upland, San Bernardino County, California, and work shall be performed in accordance with this agreement there. CLIENT agrees that any action to enforce the terms of this agreement or resulting from a dispute between the parties shall be filed in San Bernardino County, California, and must be filed no later than one year from the date of the occurrence resulting in the claim, and in no event later than one year after termination of this agreement. In the event of such an action, the prevailing party shall be awarded all attorney fees and costs incurred.
- g. Any controversy arising out of this Agreement between the parties shall be resolved under the provisions of the California laws pertaining to arbitration. The arbitration shall be conducted under the auspices of according to the rules of the American Arbitration Association. Attorney's fees, if any, shall be set by the arbitrator as to payment thereof. In the event either party incurs attorney's fees, arbitrator costs and other expenses in an action brought to enforce rights hereunder, the prevailing party shall be paid by the other party a reasonable amount therefore to be fixed by the arbitrator in any such action.
- h. This represents the entire agreement between the parties and may only be modified in writing signed by both.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Workers' Compensation Self-
Insurance Service Agreement
Page 6 of 6

Accepted By:

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____
Authorized Signature

Name (type or print)

Title

Address

Date

Accepted By:

SOUTHERN CALIFORNIA RISK MANAGEMENT
ASSOCIATES, INC.

By: _____
Authorized Signature

Jody A. Gray

Name (type or print)

President

Title

313 E. Foothill Boulevard
Upland, California 91786-3952

Address

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-c

Date: June 20, 2006

Subject: Amendment to the Agreement with Barnes and Noble College Bookstores, Inc.

Background: Attached for the Board's review is an amendment to the agreement for bookstore services between Riverside Community College District and Barnes and Noble College Bookstores, Inc. The agreement was signed on the 27th of September 1999 and is automatically renewed every October. The amendment is needed to address the issues outlined in RCCD's internal audit report dated January 26, 2006, to bring the contract in compliance with California Education Code 7227 and California Code Regulations Title 5, 59400-59408, as clarified in the State Chancellor's Office Legal Opinion 02-09, and to conform to bookstore industry language. This amendment will become effective June 21, 2006. Funding source: No cost to the District.

This amendment has been reviewed by Melissa Kane, Director of Internal Audits, and Linda Lacy, Vice Chancellor of Student Services and Operations.

Recommended Action: It is recommended that the Board of Trustees approve the amendment, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Salvatore G. Rotella
Chancellor

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

Proposed Amendment for Agreement for Bookstore Services between Riverside Community College District and Barnes & Noble College Bookstores, Inc.

3.20 Pricing Policy.

3.20.1 Sales of Merchandise. ~~Merchandise sold through the bookstore shall be competitively priced at each location, and shall be in accordance with the industry's normal pricing practices.~~ **School supplies and merchandise will be priced at or below manufacturers' suggested retail prices.**

3.20.2 New Textbooks: Barnes & Noble shall guarantee that **new textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25% gross margin on publisher's net priced books. Publisher net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the bookstore is less than 20%.** ~~the selling price of a new textbooks shall not exceed a profit margin to Barnes & Noble of twenty five percent (25%).~~ Freight, handling charges, and any publisher's administrative charges shall not be considered in calculating the retail-selling price. For the purpose of verifying price compliance, the District will calculate the maximum selling price of a new textbook as follows:

Invoice Cost/0.75=Retail Selling Price
(Rounded up to the nearest nickel).

If the same textbook is offered for sale in all three Bookstore Facilities, it shall be priced the same on each campus.

3.20.3 Used Textbooks. Barnes & Noble shall guarantee that the selling price of a used textbook shall not exceed seventy-five (75%) of the new book retail selling price, as indicated above.

3.20.4 New Paperback Books and Trade Books. ~~All new paperback books and trade books shall be sold at prices no higher than publisher's suggested retail price.~~ **New paperback books and trade books shall be sold at prices no higher than publisher's list price.**

3.21 Printed Materials

3.21.1 Course Packs and Workbooks. The District is a major developer of course packs and workbooks adopted for use at its campuses. Course packs generally consist of syllabi and study guides. Barnes & Noble agrees to cooperate with the District and its faculty in sales of college-developed course packs or workbooks formally adopted for use by the students. Barnes & Noble should exercise normal business planning in the requisitioning and purchase of course packs and workbooks. Barnes & Noble understands, acknowledges and agrees that the District may be obligated to furnish internally developed course packs and workbooks to competing off-

campus bookstores upon request. Barnes & Noble shall not assume that in all cases it will be the sole distributor of course packs and workbooks. Production of course packs and workbooks may be through the District's print shop, reproduction center or through the District's contracts with outside printing or reproduction companies. Barnes & Noble shall cooperate with the Business Office in determining how payment for, and sales of, course packs and workbooks will be handled. The District is not responsible for the repurchase of unsold course packs and workbooks.

3.21.2 Copyright clearance, Production and Sales. Barnes & Noble shall provide for faculty course packs and workbooks to be copyright cleared, produced and sold as per the textbook pricing policy provided in Section 3.20.

3.21.3 Course Packs and Workbooks. Course Packs and Workbooks shall be sold at a 15% margin on a non-commissionable basis.

3.22.4 Barnes & Noble shall, upon request provide proof of conformity to pricing policies as specified herein. Barnes & Noble shall retain a paper copy of their retail price list by textbook for each term. These price lists should be kept for a minimum of two years. Invoices should also be kept for a minimum of two year for verification of invoice cost.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment between the Riverside Community College District and Barnes and Noble College Bookstores, Inc Agreement to be duly executed and delivered as of the 21st of June, 2006.

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

By: _____
Signature

Printed Name

Title

Attest:

By: _____
Signature

Printed Name

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-d

Date: June 20, 2006

Subject: Agreement with John Jang

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and John Jang for consulting services in providing assistance to the Director for the Center for International Students and Programs by contacting schools, colleges, universities, bureaus of education and other appropriate agencies in China to explore and develop joint programs with the District and recruiting students from China. The term of the agreement is July 1, 2006 to June 30, 2007 at a cost of \$7,000.00. Funding source: General Fund/International Student Tuition Funds.

The consultant identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the consultant is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. The agreement has been reviewed by Daniel Castro, President; Linda Lacy, Vice Chancellor of Student Services and Operations; and Ed Godwin, Director of Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2006 to June 30, 2007, at a cost not to exceed \$7,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Marylin Jacobsen
Director, Center of International Students

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
JOHN JANG

This agreement is made and entered into on this 1st day of July, 2006, by and between John Jang, hereinafter referred to as "Consultant," and Riverside Community College District, hereinafter referred to as "District."

The parties hereto mutually agree as follows:

1. The consultant agrees to provide assistance to the Director for the Center for International Students and Programs by contacting and working with, in China, appropriate schools, colleges, universities, bureaus of education and other agencies to explore and develop joint programs with RCCD and recruit students from China to come to colleges in RCCD.
2. The services outlined in Paragraph 1 will be provided by the Consultant working out of the International Center and on his own in China, at no salary. He will be reimbursed for direct expenses (airfare, hotels, taxis, meals, phones) upon receipt of invoice for such expenses not to exceed \$7,000 for two to three trips to and within China.
3. The services rendered by the Consultant are subject to review by the Director of the International Center and President Daniel Castro.
4. The terms of this agreement shall be from July 1, 2006, through June 30, 2007.
5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
7. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to deliver services as requested constitutes reason for cancellation of this agreement.

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

Riverside Community College District

John Jang

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-e

Date: June 20, 2006

Subject: Adoption Education Services Agreement with Riverside County Department of Public Social Services

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Riverside County Department of Public Social Services (DPSS), whereby the District will provide educational workshops for foster parents and relative caregivers who are preparing to legally adopt children for whom they are already providing care. The District will be paid a maximum of \$12,000.00 this service. The term for this agreement is June 21, 2006 through June 30, 2006. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve this agreement, from June 21, 2006 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
District Dean, Workforce Development
Michael Wright
Director, Workforce Preparation Grants and Contracts

Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: CP 3019-00
CONTRACTOR: RIVERSIDE COMMUNITY COLLEGE DISTRICT
AGREEMENT TERM: MAY 1, 2006 THROUGH JUNE 30, 2006
MAXIMUM REIMBURSABLE AMOUNT: \$12,000

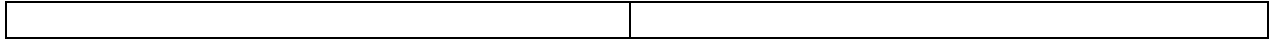
WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to prepare and educate foster parents and caregivers on adopting Riverside County dependent children already placed in the foster parent or caregiver's home;

WHEREAS, RIVERSIDE COMMUNITY COLLEGE DISTRICT is qualified to provide adoption education services;

WHEREAS, DPSS desires RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

Authorized Signature for Purchasing:	Authorized Signature for Contractor:
Printed Name of Person Signing:	Printed Name of Person Signing:
Scott Haddon	Jim Buysse
Title: Procurement Contract Specialist	Title: Vice Chancellor, Administration and Finance
Address: 2980 Washington Street Riverside, CA 92504-4647	Address: 4800 Magnolia Avenue Riverside, CA 92506
Date Signed:	Date Signed:



RIVERSIDE COMMUNITY COLLEGE DISTRICT

ADOPTION EDUCATION SERVICES

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

TABLE OF CONTENTS

I.	ABBREVIATIONS/DEFINITIONS	4
II.	DPSS RESPONSIBILITIES	4
III.	CONTRACTOR RESPONSIBILITIES	4
IV.	FISCAL PROVISIONS.....	5
	A. MAXIMUM AMOUNT.....	5
	B. COST OF SERVICE RATE	5
	C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS	5
	D. FINANCIAL RESOURCES	6
	E. RECORDS, INSPECTIONS, AND AUDITS	6
	F. SUPPLANTATION.....	6
	G. DISALLOWANCE	7
	H. AVAILABILITY OF FUNDING.....	7
V.	GENERAL PROVISIONS	7
	A. EFFECTIVE PERIOD	7
	B. CONFLICT OF INTEREST	7

C. NOTICES..... 7
D. CONFIDENTIALITY..... 8
E. EMPLOYMENT PRACTICES 8
F. CLIENT CIVIL RIGHTS COMPLIANCE 8
G. HOLD HARMLESS/INDEMNIFICATION 10
H. INSURANCE 11
I. LICENSES AND PERMITS 13
J. INDEPENDENT CONTRACTOR 14
K. ASSIGNMENT 14
L. SUBCONTRACT FOR SERVICES 14
M. PERSONNEL DISCLOSURE 14
N. CHILD ABUSE REPORTING 15
O. REPORTING 15
P. DEBARMENT AND SUSPENSION 15
P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES.. 15
Q. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)..... 15
R. DISPUTES..... 16
S. SANCTIONS..... 16
T. TERMINATION..... 17
U. GOVERNING LAW..... 17
V. MODIFICATION OF TERMS 17
W. ENTIRE AGREEMENT..... 18

LIST OF EXHIBITS

- Exhibit A – Form 2076A, Contractor Payment Request with Instructions
- Exhibit B – Vendor Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS staff to be the liaison between the Contractor and DPSS.
- B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
- C. Refer individuals and families to the training classes.
- D. Assist in locating appropriate trainers to be approved by RCC and the RCC Board.
- E. Provide curriculum and materials for the adoption classes.

III. CONTRACTOR RESPONSIBILITIES

RCC will:

- A. Designate personnel to be the liaison between the Contractor and DPSS.
- B. Prepare and educate foster parents and caregivers to adopt Riverside County children already placed in the foster parent or caregiver's home, when the foster parent or caregiver has applied to adopt the child.
- C. Provide training sessions in Riverside and Desert region, as well as parking for training participants.
- D. Provide training staff, which may include RCC Board approved instructors who are either current CPS adoptions staff or retired CPS adoptions staff. All trainers will have masters level education in social services adoptions related fields.
- E. Arrange for trainers for each training session.
- F. Notify participants about the day, time, and location of all training sessions.
- G. Have participants complete a training evaluation, which will be shared with all trainers.

- H. Issue certificates of Continuing Education Units (CEU'S) for all participants having successfully completed the training series.
- I. Provide snacks and drinks for all participants in the training series.
- J. Provide three (3) training series of 12 hours each for not more than 20-25 participants per series. Provide training hours at each training location in the county as determined by RCC. Training sessions will be conducted according to the schedule listed below.
 - 1. Conduct training sessions on Friday evening for 2-3 hours and a 7-hour training session on Saturday (meals and snacks will be provided to participants);
 - 2. Conduct two (2) Saturday training sessions for 6 hours each training session (meals and snacks will be provided to participants); or
 - 3. Conduct training sessions once a week for 3 hours per night for four (4) weeks.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$12,000.

B. COST OF SERVICE RATE

The Contractor shall be paid \$4,000 per unit of service for 3 units not to exceed \$12,000. A unit of service represents one training series.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

- 1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by trainer verification, training participant roster, sign-in sheets, and a copy of the participant completion certificate. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the report or receipts are received by DPSS.
- 2. All claims must be submitted on a monthly basis no later than twenty (20) days after the end of each month in which the services were provided. All claims submitted in a timely manner and completed shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
- 3. The Contractor shall submit DPSS Form 2076A, attached hereto as Exhibit A, incorporated herein by this reference, following the instructions set forth on page 2 of Exhibit A for request of all payments.

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

H. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective May 1, 2006 through June 30, 2006.

B. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street, 1st Floor
Riverside, CA 92503

CONTRACTOR: Riverside College District

4800 Magnolia Avenue
Riverside, CA 92506

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

D. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance
The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as Exhibit B and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-

discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of the brochure visit the State of California Department of Social Services website at: www.dss.cahwnet.gov/pdf/pub13ada.pdf.

Civil Rights Complaints should be referred to:

Louise Grogan, Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951)358-3030

3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- a. Denying a participant any service or benefit or availability of a facility.
- b. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- c. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or

condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this cause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

H. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, Contractor shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts,

Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.

Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to

do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect.

4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

I. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

K. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS.

L. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

M. PERSONNEL DISCLOSURE

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

1. All staff who work full or part-time positions by title, including volunteer positions; and
2. A brief description of the functions of each position and hours each position worked; and
3. The professional degree, if applicable and experience required for each position.

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

N. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165-11174.3, the Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

O. REPORTING

The Contractor shall supply a copy of each participant's evaluation of the training to DPSS Contracts Administration Unit, Attn: J. Hurst no later than July 15, 2006.

P. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

Q. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951)358-3030

R. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the agreement pending DPSS' decision.

S. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

T. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

U. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

V. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

W. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-f

Date: June 20, 2006

Subject: Amendment to the Agreement with the Riverside County Department of Public Social Services

Background: Presented for the Board's review and consideration is an amendment to the agreement between Riverside Community College District and Riverside County Department of Public Social Services (DPSS), for Independent Living Skills/Emancipation Services initially presented to the Board on June 21, 2005. The amendment redistributes contract funds providing for equipment, staff, and staff benefits as required by the Foster Youth Program. The term of this modified agreement remains July 1, 2005 through June 30, 2006. Funds provided by Riverside County DPSS remain as in the original agreement, \$1,100,000.00. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees ratify this amendment to the agreement, for July 1, 2005 through June 30, 2006, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
District Dean, Workforce Development
Michael Wright
Director, Workforce Preparation Grants and Contracts

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES CONTRACT: CP 1922 00 05/06 AMENDMENT #2
 CONTRACTOR: RIVERSIDE COMMUNITY COLLEGE DISTRICT
 EFFECTIVE DATE: JULY 1, 2005
 CONTRACT TERM: JULY 1, 2005 THROUGH JUNE 30, 2006
 MAXIMUM REIMBURSABLE AMOUNT: \$1,100,000

WHEREAS, Department of Public Social Services, hereinafter referred to as DPSS, requires Independent Living Skills/Emancipation services for youth who are or were wards or dependents of the Juvenile Court and in out-of-home care in Riverside County;

WHEREAS, RIVERSIDE COMMUNITY COLLEGE DISTRICT is qualified to provide Independent Living Skills/Emancipation services to Riverside County youth; and

WHEREAS, DPSS desires RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the Contractor, to perform these services in accordance with the CONTRACT TERMS and CONDITIONS (CT&C), attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DPSS and the Contractor.

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained in this Agreement.

Authorized Signature for Purchasing:	Authorized Signature for Contractor:
Printed Name of Person Signing:	Printed Name of Person Signing:
Scott Haddon	James Buysse
Title: Procurement Contract Specialist	Title: Vice Chancellor, Administration and Finance
Address: 2980 Washington Street Riverside, CA 92504	Address: 4800 Magnolia Avenue Riverside, CA 92506
Date:	Date:

+

RIVERSIDE COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES CONTRACT

FOR

INDEPENDENT LIVING SKILLS/EMANCIPATION

SERVICES

TERMS AND CONDITIONS

Table of Contents

- I. ABBREVIATIONS/DEFINITIONS
- II. DPSS RESPONSIBILITIES
- III. DOP RESPONSIBILITIES
- IV. JOINT RESPONSIBILITIES
- V. CONTRACTOR RESPONSIBILITIES
- VI. FISCAL PROVISIONS
 - A. MAXIMUM AMOUNT
 - B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS
 - C. LINE ITEM BUDGET
 - D. FINANCIAL RESOURCES
 - E. RECORDS, INSPECTIONS, AND AUDITS
 - F. SUPPLANTATION
 - G. DISALLOWANCE
 - H. AVAILABILITY OF FUNDS
 - I. EQUIPMENT
- VII. GENERAL PROVISIONS
 - A. EFFECTIVE PERIOD
 - B. INDEPENDENT CAPACITY
 - C. CONFLICT OF INTEREST
 - D. LICENSES AND PERMITS
 - E. CONFIDENTIALITY
 - F. CHILD ABUSE REPORTING
 - G. ELDER AND DEPENDENT ADULT ABUSE REPORTING
 - H. REPORTING
 - I. NOTICES
 - J. INSURANCE
 - K. HOLD HARMLESS/INDEMNIFICATION
 - L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
 - M. ASSIGNMENT
 - N. SUBCONTRACT FOR SERVICES
 - O. DISPUTES
 - P. TERMINATION
 - Q. NON-DISCRIMINATION ASSURANCE
 - R. CIVIL RIGHTS NON-DISCRIMINATION
 - S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

- T. SANCTIONS
- U. GOVERNING LAW
- V. MODIFICATION OF TERMS
- W. ENTIRE AGREEMENT

LIST OF EXHIBITS

- Exhibit A – DPSS ILP Referral Forms
- Exhibit B – Seminar/Workshop/Event Sign-In Sheet
- Exhibit C – DPSS Form 2076A
- Exhibit D – DPSS Form 2076B
- Exhibit E – Line Item Budget
- Exhibit F – Vendor Assurance of Compliance Form

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, Children Services Division.
- B. "DOP" refers to the Riverside County Department of Probation, Juvenile Division.
- C. "EC" refers to the Emancipation Coach.
- D. "Referral" is made by DPSS or DOP. Determination of which services are provided is made after the referral is received.
- E. "Seminars" are defined as informal discussion groups to present and discuss information on specific topics (i.e. FAFSA, Parenting, independence difficulties) which support youth self-sufficiency and prepare them for emancipation.
- F. "Workshops" are defined as brief, intensive educational programs for youth, which emphasize participation in problem solving.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS Children Services Program staff to collaborate with the Contractor.
- B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
- C. Refer youth to be served, and will provide case management functions as required by California Department of Social Services (CDSS) regulations.
- D. Complete an assessment and Transitional Independent Living Plan (TILP) for each pre-emancipated youth, identifying needed skills and knowledge, and provide ongoing case management.
- E. When referring a youth to the Contractor, DPSS will provide the Contractor a completed Referral Form, attached hereto as Exhibit A, and incorporated herein this reference; TILP, and a copy of the Youth's assessment.
- F. In collaboration with the Contractor and other stakeholders, schedule the Youth Emancipation Conference (YEC).

III. DOP RESPONSIBILITIES

DOP will:

- A. Assign a staff member as liaison between DPSS and the Contractor.
- B. Refer youth to be served, and will provide case management functions.
- C. Complete a Transitional Independent Living Plan (TILP) for each pre-emancipated youth, identifying needed skills and knowledge, and provide ongoing case management.

IV. JOINT RESPONSIBILITIES

DPSS, DOP, and the Contractor shall:

- A. Meet quarterly, or more frequently as needed, to monitor the implementation and performance of this agreement and to provide assistance as needed.
- B. Provide services that are youth-focused, strength-based, and affirming, which result in a healthy, self-sufficient young adult.
- C. Identify, refer, and accept all youth for services. Services shall address contemporary needs, be relevant and consistent with each youth's Transitional Independent Living Plan (TILP).
- D. Facilitate a streamlined referral process and enhance communication between county staff and all collaborative partners.
- E. Maximize opportunities to provide integrated, coordinated, and easily accessible services and resources for youth.
- F. During Joint Operational Meetings review the annual and quarterly program reports required under this agreement and ensure that services provided are timely and consistent with established Transitional Independent Living Plans.

V. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Identify a single point of contact to collaborate with DPSS ILP management.
- B. Will make services available to all ILP eligible youth the following services:
 - 1. Independent Living Skills: Seven Core Competencies

The Contractor will make available to youth the seven core competencies as identified by individual needs and goals documented in each youth's Transitional Independent Living Plan. These competencies include, but are not limited to:

- Education
 - Career development
 - Assistance in obtaining services that promote health, and safety skills
 - Daily living skills
 - Financial resources
 - Housing information
 - Mentoring:
2. Implement methods that increase youth's interest and participation in ILP services.
 3. Provide EC services in English and in Spanish, as needed.
 4. Develop a case file or case record for each youth referred. All services received by each youth will be documented in the youth's case file.
 5. Collaborate with community partners, private agencies, other caregivers, and stakeholders to make available comprehensive emancipation services to all referred youth.
 6. The Contractor will provide an overview of ILP services available to Foster Youth and work collaboratively with group home staff and other caregivers to elicit the youth's participation.
 7. Confirm that all employees or individuals providing service under this agreement pass a criminal background clearance. Individuals with criminal convictions may only be exempted by joint consultation with DPSS.
 8. Employ all ECs no later than October 1, 2006, who meet the following educational requirements: Bachelors degree in sociology, social work, or a related field, and one (1) to two (2) years experience desirable in the human services field. Must possess a basic understanding of adolescent and child abuse issues, and be a minimum age of twenty-one (21).
 9. Ensure that Emancipation Coaches are available to offer required services to youth living in the Desert, Mid-County, and Western regions of Riverside County and capable of providing routine face-to-face contact.
 10. Emancipation Coaches must receive a minimum of one (1) hour of supervision per week and keep abreast of current best practices in child abuse and adolescent issues and other topics related to youth emancipation through conferences and seminars.

11. The Contractor shall make all reasonable efforts to contact each referred youth living in Riverside and San Bernardino counties within ten (10) working days of the DPSS referral date to set an appointment for and intake interview.
12. The Contractor shall develop a procedure for scheduling all activities and maintaining accurate records of all services provided.
13. Establish a consistent, fair, and equitable process for issuing cash incentives to youth.
14. Establish a consistent, fair, and equitable process for issuing youth payments for specific direct service or commodity purchases.
15. The Contractor will maintain a saving account for each youth. Monetary incentives shall be directly deposited into each youth's ILP savings account. Final incentives will be given to the youth at the time of their emancipation.
16. Create an annual master training calendar for each site and provide this calendar to DPSS, DOP, group homes, and foster parents who have ILP youth. This calendar shall be distributed annually and shall be distributed to youth when they enter the program.
17. Create a quarterly newsletter, which contains information and resources useful to ILP youth working towards emancipation and independent living. The newsletter shall be used to inform and promote the ILP program and events and provide links to valuable community resources. This newsletter shall be distributed to all youth, caregivers, to DPSS and DOP, and selected community partners.
18. Coordinate the transportation of youth to EC coaching sessions, seminars, workshops, and major events as necessary by issuing bus passes or bus tickets to after-care youth or other youth as designated by DPSS.
19. The Contractor shall maintain an ILP resource directory and emancipation binder, which contains community resources and links of value to youth. The resource manual will be updated at least once per year and distributed to DPSS social workers and DOP probation officers who serve ILP youth, and ILP youth.
20. Establish written procedures for reporting all special incidents that occur during the performance of duties involving the Contractor or their designated staff, ILP youth, or that occur on the Contractor's property or during a Contractor sponsored event. Special incidents include but are not limited to matters involving personal safety, emotional distress, inappropriate staff or participant behavior, alcohol or substance abuse, etc. Special incident reports will be submitted within 72 hours after the incident occurred directly to the DPSS Regional Manager assigned oversight of the ILP Program.

21. Establish written procedures and instruct staff how to recognize and report child abuse and neglect consistent with Section 11165 of the California Penal Code.
22. Implement a system designed to allow youth the opportunity to express and have considered their views, grievances, and complaints regarding the Contractor's service delivery. Inform DPSS on the status of each complaint forwarded within two working days of receipt.
23. Actively work to secure employment opportunities for and train youth to obtain and maintain jobs, and whenever possible employ emancipated youth, and develop and implement apprenticeship programs with other suitable employers.
24. The Contractor shall provide assistance, resources, and/or refer youth, as needed, to the following individual services:
 - Parenting classes;
 - Specialized services to pregnant and/or parenting youth;
 - Specialized services to those who are developmentally challenged;
 - Practical needs such as clothing, food, housing, and transportation after emancipation;
 - Employment; includes job search preparation, job search, job acquisition;
 - Education; includes development and implementation of a post-emancipation educational or vocational plan; completion and submission of admission materials;
 - Financial aid; includes the completion and submission of financial aid applications;
 - Health and mental health services;
 - Legal services;

ECs will collaborate with and/or make referrals to other agencies, which provide services, as identified in the approved case plan.

25. Seminars, Workshops, and Event Planning

The Contractor shall verify that the youth has obtained Medi-Cal benefits, social security card, a California ID, and original birth certificate prior to their emancipation from the foster care system. The Contractor will assist youths with getting these items if the youth do not have them. .

- a. The Contractor shall offer regularly scheduled workshops accessible to youth living in the Desert, Mid-County, and Western regions of Riverside County. Workshops should be provided in the evenings and/or on Saturdays to facilitate youth access. A sufficient number of Life skills workshops shall be offered so that no youth will wait more than forty-five (45) days after being referred to the Contractor to receive this service:

- (1) Be scheduled for maximum effect. For example, high school seniors who are plan on attending vocational school or college need assistance in applying for educational financial aid; a workshop which includes the completion of financial aid applications should be held a minimum of sixty (60) days prior to the date for submitting these forms.
 - (2) Accommodate youth who have self-identified as having learning disabilities or who are developmentally delayed. Such youth shall be accommodated to maximize their learning and participation.
 - (3) Address specific administrative requirements for Youth Employment
- b. The Contractor will provide a series of workshops in Blythe to facilitate youth access in the community.
 - c. Submit written subject content, learning objectives, and a participant evaluation process for each major event for DPSS review and approval prior to the actual event.
 - d. Seminars and workshops are to be no more than three (3) hours in length. There must be one adult staff person for every 10 youth in attendance.
 - e. The Contractor shall have each youth attending the seminar, workshop, or event sign-in on the Seminar/Workshop/Event Sign-In Sheet, attached hereto as Exhibit B, and incorporated herein this reference.
 - f. Seminars and workshops may include presentations of introductory topics to more than thirty-six (36) participants if the experiential, learning, and discussion breakout phases are limited to thirty-six (36) youth.
 - g. Topics for Life Skills workshops or special events shall include, but are not limited to:
 - Computer/Internet Skills
 - Interpersonal/Social Skills
 - Consumer Education
 - Educational Enhancement
 - Employment
 - Money Management, Including Credit Management
 - Pregnancy Prevention
 - College/Scholarship Information
 - Cultural Awareness
 - Nutrition
 - Self-Esteem/Personal Growth
 - Income Tax Responsibilities
 - Auto/Health Insurance
 - Cultural Awareness

Daily Living Skills
Survival Skills
Choices and Consequences
Housing Issues and Concerns
Community Resources
Housekeeping Concerns

- h. The Contractor shall plan the logistics, notify participants, create and mail invitations and flyers, and acquire the venues needed for seminars, workshops, and major events.
- i. Secure speakers and trainers for all seminars, workshops, major and special events who are motivated and well versed in the contemporary challenges faced by youth.
- j. Encourage the collaboration of the California Youth Connection (CYC), Riverside Chapter, in the planning of events, seminars, workshops, major and special events.
- k. Provide an evening meal for youth attending workshops, seminars and special events occurring during the evening hours; breakfast and/or lunch for youth attending half-day or all-day events.
- l. RCC will conduct three (3) major events during each contract year:

Emancipation Event

The Contractor shall coordinate an Emancipation Event once a year during the month of May to recognize all Riverside County ILP youth who will emancipate that year. The purpose of the event is to acknowledge their emancipation and to encourage them in achieving their personal goals. The event shall involve a reception and ceremony. DPSS and DOP shall provide a list of youth eligible to attend. Youth, caretakers, mentors, and county personnel shall be invited.

Education Event

The Contractor shall coordinate an Education Event once a year. The purpose of this event is to help youth understand the value and how to access vocational or college education. The one-day event shall involve a series of brief classes on financial aid, college options, preparation for college, and other issues relating to continuing education. DPSS and DOP shall provide a list of youth eligible to attend

Employment Event

The Contractor shall coordinate an Employment Event once a year. The purpose of this event is to help youth understand job preparation and job searching skills.

This one-day event shall involve a series of brief classes on resume writing, applications, and other job skills. DPSS and DOP shall provide a list of youth eligible to attend.

26. The Contractor will provide youth with wallet-size reference cards with key resources and telephone numbers, including the contact information of their assigned EC.
27. Emancipation Coaches
 - a. The goal of the Emancipation Coaches (EC) is to provide a consistent, safe adult mentoring relationship easily accessible to each youth. In the context of this mentoring relationship ECs will motivate youth; guide, direct, and teach youth; support and advocate for youth; coordinate, arrange or purchase needed services or commodities for that youth; participate in each youth's Emancipation Conference; and continually evaluate the effectiveness of each youth's emancipation plan. This is a long-term supportive relationship which begins prior to the youth's emancipation and continues until they reach their 21st birthday.
 - b. The EC will mentor youth on subjects that are appropriate for their situation and may include but are not limited to the following topics:
 - Daily Living Skills;
 - Survival Skills;
 - Facilitate the understanding of family-of-origin relationships
 - Values Clarification
 - Choices and Consequences
 - Pregnancy Prevention
 - Housing Issues and Concerns
 - Transportation
 - Entertainment and Recreation
 - Community Resources
 - Housekeeping Concerns
 - Food Management
 - Food Bank, Shelter Resources, and Housing Information
 - c. ECs shall be accessible to youth from their office or while in the field and will inform youth of their hours of availability.
 - d. The EC shall provide direct assistance and advocacy relating to education, financial aid, medical services, housing, and transportation needs.
 - e. The EC will establish an ILP bank account for each youth; financial incentives are to be deposited into this account, which will be turned over to the youth at the time of their emancipation.

- f. Provide youth with wallet-size reference cards with key resources and telephone numbers, including the contact information and telephone number of their EC.
28. Youth in Pre-Emancipation Status
- a. For youth in pre-emancipation status who live in Riverside or San Bernardino County, the Contractor will provide face-to-face coaching interactions in which there is one (1) EC to one (1) youth. There will be two (2) face-to-face contacts for each 90-day period. For youth living outside of Riverside or San Bernardino counties, telephone contact between the EC and the youth may be substituted for face-to-face contact,
 - b. ECs shall make all reasonable effort to contact each youth within ten working days of the DPSS referral date to set an appointment for an intake interview.
 - c. Consistent with AB 408, EC's shall work with youth in identifying and linking a significant adult relationship for each youth prior to emancipation.
 - d. ECs shall assist youth in obtaining Medi-Cal benefits, social security card, CA ID, and original birth certificates, prior to their emancipation from the foster care system.
 - e. If appropriate, prior to their eighteenth (18th) birthday, the EC shall provide each youth with information necessary to obtain Adult Mental Health Services.
 - f. The EC shall discuss the housing needs of each youth four months prior to their exit from out-of-home care.
 - g. ECs shall contact the assigned DPSS social worker or DOP ILP coordinator by telephone or email at least once per month to review the emancipation progress and concerns of each youth. Contact may be more frequent depending on the needs and circumstances of that youth.
29. Youth Emancipation Conferences
- a. The Contractor shall collaborate with the assigned DPSS social worker or DOP ILP Coordinator to schedule a Youth Emancipation Conference (YEC) for each eligible youth 17 to 17.5 years old residing in Riverside or San Bernardino County. The objective of the YEC is to evaluate and plan each eligible youth's readiness for emancipation. The YEC is a youth-centered, strength-based process, which brings together and includes significant people identified by the youth as belonging to their support system.
 - b. The YEC must include the youth, the Contractor, DPSS social worker or DOP probation officer when appropriate, and the youth's court appointed special advocate (CASA) if available.

- c. Each YEC has four major components:
 - (1) Review, evaluate, and/or update the current Transitional Independent Living Plan (TILP); review and discuss individual goals, strengths, and areas of needed assistance;
 - (2) Develop and implement strategies, which support each youth in achieving their TILP goals;
 - (3) Confirm or assist in establishing a significant, life-long adult relationship for that youth which will continue with them after emancipation; and
 - (4) Verify that youth has obtained a Medi-Cal, SSN card, California driver's license or identification, and original birth certificate. Additionally, verify that youth has resources to replace documents in the event they are lost.
 - d. Youth Emancipation Conferences may occur at RCC, DPSS, DOP, or other locations, which facilitates that youth's and adult supporter's access and participation. A second, or follow-up Youth Emancipation Conference may be scheduled 6 months prior to the youth's emancipation to assess the youth's final needs and status for emancipation.
30. Youth in Post-Emancipation Status
- a. For youth in post-emancipation status who live in Riverside or San Bernardino County, the Contractor will provide face-to-face coaching interactions in which there is one (1) EC to one (1) youth. There will be two (2) face-to-face contacts for each 90-day period. For youth living outside of Riverside or San Bernardino counties, telephone contact between the EC and the youth may be substituted for face-to-face contact.
 - b. For eligible after-care youth not living in Riverside County, the Contractor will offer incentives and assistance for helping youth achieve their post-emancipation goals.
 - c. Contractor shall conduct an assessment of independent living skills using an assessment tool approved by the California Department of Public Social Services as reflected in policy section 31-236 (56)(A). Examples of approved assessment tools include: Daniel Memorial Institute Independent Living Assessment for Life Skills, Ansel-Casey Skills Assessment, Philip Roy Life Skills Curriculum, or the Community College Foundation Life Skills Assessment Pre and Post Questionnaires. This assessment shall be used to determine the nature and level of services to be provided to each youth and shall include:
 - Documentation Status
 - Educational Status
 - Vocational Status

- Financial Status
- Employment Status
- Assessment of independent living skills by using the Daniel Memorial (modified version) to each youth.

On an as-needed basis the EC shall administer the following assessments:

- Vocational Assessments
 - Educational Assessments
 - Psychological Assessments
 - Gang Assessments
- d. The EC will create, develop, or revise the TILP to address the post-emancipation needs of that youth. Each TILP must have time-limited goals to equip the young adult with the skills and resources necessary for self-sufficiency prior to their 21st birthday. The EC shall review, reassess, and revise the TILP every six months so that the needs of the young adult are best served.
- e. Provide emergency shelter, food, and clothing to youth that are experiencing a personal crisis. The EC will provide these resources within 24 hours of request. RCC shall establish a plan for addressing the emergency needs of a minimum of ten youth at any given time.
- f. ECs shall provide linkage to and develop resources for mental health and health resources for emancipated youth. EC's shall refer youth with special health and mental health care needs, including mental illness, chronic health needs, and assistance with medications to the appropriate provider for services.
- g. For those youth who did not plan to attend a vocational school, community college, university or receive military training, ECs shall re-assess interest in pursuing post-secondary education within 90 days of emancipation. The EC shall provide in-depth information to the youth on at least 10 vocational training options within 180 days of emancipation.
- h. Assist youth in applying for educational and/or vocational financial aid, entrance to post-secondary educational and training institutions, and employment.

31. Incentive Management

- a. Youth participating in this program are eligible to receive cash incentives for participation in major events and payment for certain expenses. Incentives and payments are to be submitted, approved, and paid through a process established by the Contractor. The Contractor may provide funds to youth for:
- Bus passes.
 - Housing rental deposits and fees.
 - Housing utility deposits and fees.

- Work-related equipment and supplies.
- Training-related equipment and supplies.
- Education-related equipment and supplies.

Examples include:

Emergency food, clothing, shelter.
Emergency transportation costs
Uniforms, work tools, first year union dues
Limited tuition and educational expenses
Tutorial expenses
Crisis counseling
College or vocational textbooks
School and/or application fees
Driver's training
Reimbursement for California ID or Driver's License

b. The Contractor will use the allocation received under this agreement to pay the following expenses:

- Annual California Youth Connection conference fees (10 youth & 2 adult supporters)
- Motel and transportation associated with California Youth Connection conferences
- Monthly California Youth Connection state meetings
- Food for local California Youth Connection meetings (twice per month).

c. *Incentives provided to Emancipated Youths under the Emancipated Youth Stipend (EYS) budget category must clearly be tied a specific Emancipated Youth and claimed under the Emancipated Youth Stipend budget category.*

32. Data Collection Requirements

- a. The Contractor shall ensure that all data collection practices preserve client confidentiality.
- b. Within 90 days of the start of this agreement, RCC shall implement a data collection process, which will support the Annual ILP Statistical Report and the Annual ILP Narrative Text Reports.

33. Outcome Measures

DPSS and the Contractor will work in collaboration to develop outcome measures, which will best meet the needs of youth.

34. Quality Assurance

DPSS shall meet periodically with the Contractor to review and evaluate a random selection of ILP case records. The review shall include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases to be reviewed shall be randomly selected by DPSS.

DPSS shall meet periodically to select youth at random to conduct a telephone customer satisfaction survey. The format of the survey will be cooperatively developed with RCC, DPSS, and DOP. Results of the survey, when available, will be discussed at the Joint Operational Meetings.

VI. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Agreement shall not exceed \$1,100,000.

B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The initial claiming period shall include the period beginning July 1, 2005, through July 31, 2006. All other claims shall be submitted no later than thirty (30) days after the claiming period (calendar month) in which the services were provided. DPSS may reject late claims. These claims shall be processed within twenty (20) calendar days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment. The Contractor shall utilize DPSS Forms 2076A and 2076B, "Contractor Payment Request," attached hereto and incorporated herein in Exhibit C and Exhibit D respectively.
2. The Contractor shall submit all claims for payment and supporting documents that correspond to the Line Item Budget, Exhibit E, for the claiming period. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the report or receipts are received by DPSS. Instructions for and copies of the required billings are contained in Exhibit B and Exhibit C, respectively.
3. The Contractor will submit an estimated claim for the month of June to be received by DPSS no later than June 7, 2006, in order to capture that month's payment in that fiscal year. Actual billing for June shall be submitted no later than July 30, reimbursing DPSS for any overpayment for that month, or requesting payment of the under-billed amount. All claims related to the contract will be submitted within thirty (30) calendar days of the end of this Agreement. Any claim submitted after this will not be paid by DPSS.
4. Emancipated Youth Stipends (EYS) claimed must be for services provided to Emancipated Youth. Incentives claimed under the EYS Incentives budget line item for emancipated youth must be for a specific youth.

5. No payment will be made to the Contractor during periods in which the Contractor has ceased operations or has discontinued services agreed upon in the contract.

C. LINE ITEM BUDGET

DPSS will pay the Contractor for services performed under this Agreement according to the Line Item Budget in Exhibit E, attached hereto and incorporated herein by this reference.

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, parent, or subsidiary business entities, resulting in a negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, state, and federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending DPSS, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.

F. SUPPLANTATION

The Contractor shall not claim reimbursement or apply sums received for this Agreement with any other source of revenue.

G. DISALLOWANCE

In the event the Contractor receives a payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

H. AVAILABILITY OF FUNDS

DPSS' obligation for payment under this Agreement is contingent upon availability of funds from which payment can be made.

I. EQUIPMENT

1. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or that is furnished to Contractor and has a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for, activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State Department of Social Services [DSS]). The Contractor further agrees to the following:
 - a. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
 - b. To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by

DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and

- c. To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.
2. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which the Contractor incurs if prior approval has not been obtained from DPSS.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective for the period of July 1, 2005 through June 30, 2006. This Agreement may be renewed for 2 one-year option periods.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

The Contractor agrees to inform DPSS of all of the Contractor's interests, which are, or the Contractor believes to be, incompatible with any interests of DPSS.

D. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this state and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

E. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records pertaining to Welfare and Institutions Code, Section 10850, and DSS Manual of Policies and Procedures, Division 19 regulations and comply with all other statutory laws and regulations relating to privacy and confidentiality.

F. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

G. ELDER AND DEPENDENT ADULT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & 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.

H. REPORTING

The Contractor will provide the following reports to:

1. The Contractor shall prepare and submit to DPSS the Annual ILP Statistical Report and the Annual ILP Narrative Text Report four weeks prior to the required submission dates to the State of California.
2. Within 90 days of the start of this agreement, RCC and DPSS will cooperatively develop and implement a quarterly YOUTH SERVICES REPORT format. Report elements include but may not be limited to:
 - Youth's name
 - Youth's social security number
 - Youth's date of birth
 - Youth's county of jurisdiction
 - Agency (DPSS or DOP)
 - Name of Youth's EC

- Number of EC face-to-face contacts with that youth
 - Date of last TILP
 - Date of last Youth Emancipation Conference
 - Anticipated Date of Emancipation
 - Emancipation Date
 - Date of next court hearing
 - Itemized listing of services (reimbursements, incentives, etc.) provided to that youth during the reporting period
3. Within 90 days of the start of this agreement, RCC and DPSS will cooperatively develop and implement a format and process for the Quarterly Training and Special Events Report, to report the frequency, nature, and quality of each youth's participation in seminars, workshops, major and special events. Report elements include but are not limited to youth's:
- Name
 - Social Security Number
 - Date of birth
 - Listing of each youth's participation in all seminars, workshops, major and special events that identify the event by name and date of participation for that reporting period
 - Evaluation of participation in the program
 - Incentives received
4. Develop and submit written subject content, learning objectives and a participant evaluation process for each major or special event to DPSS for review and approval prior to the actual event.

The Contractor shall have the capability to produce statistical and/or ad hoc reports on request.

All reports will be submitted electronically and be compatible with MS Excel, MS Access, or MS Word applications. The Contractor shall have the ability to provide program data upon request in a form, which will import into MS Excel or MS Access.

Data submitted to DPSS may be published or reported in public forums, at seminars, or other public events; included in written reports; posted for public review; or submitted for publication. All data will be reported in aggregate and clients will not be individually identified.

I. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit

10281 Kidd Street
Riverside, California 92503

CONTRACTOR: Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

J. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, Contractor shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured for liability arising out of the services of the Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in anyway relating to this Agreement. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such

insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If Contractor's vehicles or mobile equipment is used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect.

4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

K. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "COUNTY'S Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and Contractor shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the COUNTY'S Indemnified Parties in any claim or action based upon such liability.

DPSS shall indemnify and hold harmless the Contractor, its officers, employees, subcontractors, agents or representatives (the "Contractor's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement and DPSS shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation,

defense and settlements or awards, on behalf of the Contractor's Indemnified Parties in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(909) 358-3030

M. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS.

N. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

O. DISPUTES

Except as otherwise provided in this Agreement, any dispute between the parties as to performance of the work, the interpretation of this Agreement, payment or nonpayment for work performed, or for disputes on whether or not the Contractor is in default, the parties shall attempt to resolve the dispute by mediation or other means. If the Contractor has not been previously terminated by DPSS; then pending resolution of the dispute, the Contractor agrees to continue to work diligently to completion, and DPSS agrees to make payments as called for herein, except that DPSS may withhold only those funds which are in dispute.

P. TERMINATION

Either party may terminate this Agreement without cause by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payment for all services performed up to the date that written notice was given in a prorated amount.

DPSS may terminate this Agreement with cause by giving five (5) days written notification to the Contractor should the Contractor fail to perform the covenants of this Agreement in the time and manner specified. In the event of such termination, DPSS may proceed with the work in any manner deemed proper by DPSS. Notice shall be deemed served on the date of mailing.

Q. NON-DISCRIMINATION ASSURANCE

The Contractor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, age or sex in the performance of this agreement, and, to the extent they shall apply with the provisions of the California Fair Employment Practices Act commencing with Section 1410 of the Labor Code, and the Federal Civil Rights Act of 1064 (P.L. 88-352).

R. CIVIL RIGHTS NON-DISCRIMINATION

The Contractor shall complete the Vendor Assurance of Compliance with the Riverside Welfare Department Nondiscrimination in State and Federally Assisted Programs form, attached hereto as Exhibit E and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are nondiscriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS which are equally applicable and made binding upon the Contractor as though made with the Contractor directly. The Contractor shall comply with Section 11320 of the Welfare and Institutions Code as added by AB 2580 (Chapter 1025, Statutes of 1985).

T. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements or conditions of this Agreement including, but not limited to reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take any other remedies available at law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, the reimbursement of which shall not be entitled to later recovery; and/or
3. Withhold funds pending curing of the breach; and/or
4. Offset against any monies billed by the Contractor but unpaid by DPSS. DPSS and/or the CDSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

U. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret

the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

V. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, 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 Agreement which is formally approved and executed by both parties.

W. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

In-Care Referral EXHIBIT A

Date Prepared:

Youth Information:			
Name:		Ethnicity:	
Address:		Telephone:	
DOB:		SSN:	
Caregiver Name:			
<input type="checkbox"/> DPSS	<input type="checkbox"/> Probation	<input type="checkbox"/> Kin-Gap	<input type="checkbox"/> Out-of-County, if yes county of Jurisdiction
<i>Note: Out-of-County youth are youth who are dependents in a jurisdiction other than Riverside but are placed in Riverside. Kin-Gap youth are youth no longer dependents of Riverside County and are in legal guardianship with a relative.</i>			

Social Worker/Probation Officer's Information:	
ILP Social Worker/Probation Officer:	Telephone:
Social Worker:	Telephone:
Probation Officer:	Telephone:

Employment/Volunteer Status :		
<input type="checkbox"/> Currently Employed at:	<input type="checkbox"/> Part Time, hours#	<input type="checkbox"/> Full Time
<input type="checkbox"/> Volunteer at:	Number of hours	
<input type="checkbox"/> No Job Experience	<input type="checkbox"/> Some Job Experience	
<input type="checkbox"/> Currently seeking Employment		

Other Pertinent Information such as Medication and Behavioral Issues:

Aftercare Referral EXHIBIT A

Date Prepared:

This Form Must be Completed Upon Emancipation

This Form Must be Completed Upon Emancipation			
Name of Youth:	DOB:	SSN:	Ethnicity:
Address:			Telephone:
Type of Living Arrangement:			
Name of Roommate(s):			Telephone:
Name of Mentor:			Telephone:

Narrate Needs/Plans for Youth to Include:
<input type="checkbox"/> Identified Needs:
<input type="checkbox"/> ILP Goals:
<input type="checkbox"/> Medical Coverage (Renew yearly on birthday & initiate for Kin-Gap):
<input type="checkbox"/> Employment status:
<input type="checkbox"/> Housing Status (goals/needs/plans):
<input type="checkbox"/> Education Status:
<input type="checkbox"/> Health Status (Medication, Counseling, Health Needs/Limitations):
<input type="checkbox"/> Significant Individuals such as Siblings, Parents, Relatives. (Include Name/Relationship/Phone/Address):

Pre-Aftercare Referral
 EXHIBIT A

Date Prepared:

This Form Must be Completed Six (6) Months Prior to Youth Emancipation

Name of Youth:	DOB:	SSN:	Ethnicity:
Address:			Telephone:
Name of Care Provider:			Telephone:
Type of Placement:			
Name of Social Worker:			Telephone:
Name of Probation Officer:			Telephone:
Name of ILP Social worker/Probation Officer:			Telephone:
Name of Mentor:			Telephone:

Narrate Needs/Plans for Youth to Include:
<input type="checkbox"/> Emancipation Plans:
<input type="checkbox"/> Employment, Current and Future Plans:
<input type="checkbox"/> Housing Plans on day of Emancipation:
<input type="checkbox"/> Education, Current Status and Future Plans such as Applied Vocational/2 yr/4yr, FAFSA and other Scholarships:
<input type="checkbox"/> Medical Information such as Medication, Health Needs/Limitations:
<input type="checkbox"/> Behavioral/Social Issues:
Additional Information to Include Extracurricular/Volunteer:

EXHIBIT B
 SEMINAR/WORKSHOP/EVENT SIGN-IN SHEET

TITLE: _____

Date: _____ 20____

	Client Name/Nombre del Cliente (please print/letra de molde por favor)	Emancipation Status (Check One)	
		Pre	Post
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Start Time: _____ End Time: _____ Total: _____ (Hrs.)

 Facilitator/Instructor Printed Name Facilitator/Instructor Signature Date

EXHIBIT C

CONTRACTOR PAYMENT REQUEST DPSS 2076A (Rev. APRIL, 2003)	EXHIBIT C	DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS Instructions for Form 2076A	EXHIBIT C	
TO: Riverside County Department of Public Social Services Attn: Management Reporting Unit 4060 County Circle Drive Riverside, CA 92503	FROM:	<p>Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include Form 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.</p> <p>Mail Claims Packet to address shown on upper left corner of Form 2076A. <i>[see method, time, and schedule/condition of payments].</i> <i>(Please type or print information on all DPSS Forms.)</i></p> <p>FORM DPSS 2076A CONTRACTOR PAYMENT REQUEST</p> <p>"Remit to Name" The legal name of your agency.</p> <p>"Address" The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.</p> <p>"Contractor Name" Business name, if different than legal name <i>(if not leave blank).</i></p> <p>"Contract Number" Can be found on the first page of your contract.</p> <p>"Amount Requested" Fill in the total amount and billing period you are requesting payment for.</p> <p>"Payment Type" Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.</p> <p>"Any questions regarding..." Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.</p> <p>"Authorized Signature, Title, and Date (Contractor's)" Self-explanatory (required). Original Signature needed for payment.</p> <p>EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.</p>		
	Remit to Name			
	Address			
	City State Zip Code			
	Contractor Name			
	Contract Number			
Total amount requested _____ for the period of _____ 20__				
<i>Select Payment Type(s) Below</i>				
<input type="checkbox"/> Advance Payment \$ _____ <input type="checkbox"/> Actual Payment \$ _____ (If allowed by Contract/MOU) (Same amount as 2076B if required)				
<input type="checkbox"/> Unit of Service Payment \$ _____ (# of Units) x (\$) _____ _____ (# of Units) x (\$) _____ _____ (# of Units) x (\$) _____ _____ (# of Units) x (\$) _____ _____ (# of Units) x (\$) _____				
Any questions regarding this request should be directed to: _____ Name Phone #				
I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.				
Authorized Signature _____ Title _____ Date _____				
FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)				
Business Unit (5)	Purchase Order # (10)	Invoice #		
Account (6)	Amount Authorized			
Fund (10)	<i>Comments if amount authorized is different from amount requested</i>			
Dept ID (10)				
Program (5)	Program (if applicable)	Date		
Class (10)	Management Reporting Unit	Date		
Project/Grant (15)	Contracts Administration Unit	Date		
Vendor Code (10)	General Accounting Section	Date		

EXHIBIT D

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES				EXHIBIT D
CONTRACTOR EXPENDITURE REPORT (2076B)				
CONTRACTOR:				
ACTUAL EXPENDITURES FOR (MM/YYYY)				
CONTRACT #				
EXPENSE CATEGORY	APPROVED	CURRENT	CUMULATIVE	UNEXPENDED
	BUDGETED	EXPENDITURES	EXPENDITURES	BUDGETED
	AMOUNT	BILLABLE AMOUNT		AMOUNT
List each line item as outlined in contract budget.				
TOTAL BUDGET/EXPENSES				
IN-KIND/CASH CONTRIBUTION				
List each type of contribution				
TOTAL IN-KIND/CASH MATCH				
CLIENT FEES COLLECTED		CURRENT PERIOD	YEAR TO DATE	

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS			
Instructions for Form 2076B			EXHIBIT D
<p>Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include Form 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.</p>			
<p>Mail Claims Packet to address shown on upper left corner of Form 2076A. <i>(see method, time, and schedule/condition of payments). (Please type or print information on all DPSS Forms.) information on all DPSS Forms.)</i></p>			
<p>FORM DPSS 2076B CONTRACTOR EXPENDITURE REPORT</p>			
<p>When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A. Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.</p>			
<p>"Contractor Name" Business name, if different than legal name <i>(if not leave blank)</i>.</p>			
<p>"Actual Expenditures For" The billing period you are requesting payment for.</p>			
<p>"Contract Number" Can be found on the first page of your contract.</p>			
<p>"Approved Budget Amount" Current itemized budget amount as approved <i>(or amended)</i> in accordance with the Fiscal Provisions of your executed Contract/MOU agreement.</p>			
<p>"Current Expenditures" Itemized expenditures incurred during the billing period.</p>			
<p>"Cumulative Expenditures" Cumulative expenditures from previous billings plus current expenditures.</p>			
<p>"Unexpended Budgeted Amount" Approved budget amount less cumulative expenditures.</p>			
<p>"In-kind/Cash Contribution" If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank. <i>The same documentation is required for match as for actual reimbursable costs.</i></p>			
<p>"Client Fees Collected" If your contract allows you to collect client fees fill in the total amount collected (if not specifically addressed in your Contract/MOU you may not collect additional fees from the client).</p>			

EXHIBIT E

A. Administration Expenditures (ILP)	
Salaries	
Director, Workforce Preparation – 50% FTE	\$ 44,075.00
Program Director – 100% FTE	\$ 85,885.00
Accounting Technician – 75% FTE	\$ 36,000.00
Secretary – 20% FTE	\$ 9,110.00
Clerical Support – 46.9% FTE	\$ 17,085.00
Data Management – 50% FTE	\$ 11,005.00
<i>Benefits</i>	\$ 79,002.00
Sub Total Administration Cost	\$260,357.00
B. Operating Expenses (ILP)	
Office Supplies	\$ 10,000.00
Operating Expenses and Services	\$ 34,332.00
Includes but not limited to:	
Mileage reimbursement	
Travel Expense	
Cellular Telephone	
Professional Liability	
Other Services not Specified	
Equipment	\$ 24,300.00
Sub Total Operating Expenses	\$ 68,632.00
C. Consultants	
	\$ 1,000.00
D. Conference Expense	
	\$ 2,000.00
E. Lecturers	
	\$ 12,000.00
F. Case Management Expenditures (ILP)	
Salaries	
Emancipation Coach – 100% FTE	\$ 41,260.00
Emancipation Coach – 100% FTE	\$ 41,260.00
Emancipation Coach – 100% FTE	\$ 41,260.00
Emancipation Coach – Hourly	\$ 41,260.00
Life Skills Facilitators – Hourly	\$ 41,260.00
<i>Benefits</i>	\$ 79,010.00
Sub Total Case Management Cost	\$311,101.00

G. Subcontracts	
MSJC	\$
COD	\$
PV	\$
Sub Total Subcontracts	\$173,105.00
H. Pre-Emancipated Youth Incentives	
Incentives include but are not limited to cash incentives for participation in major events and payment of certain expenses such as:	\$ 133,000.00
Bus passes	
Workshop Attendance Incentives	
School Supplies	
Work related equipment & supplies	
Training related equipment & supplies	
Graduation Incentives	
Sub Total for pre-Emancipated Youth Incentives	\$ 133,000.00
I. Post-Emancipated Youth Incentives	
Incentives include but are not limited to cash incentives for participation in major events and payment of certain expenses such as:	\$117,000.00
Bus passes	
Housing rental deposit & fees	
Housing deposit	
Work related equipment & supplies	
Training related equipment & supplies	
Education related equipment & supplies	
Sub Total for Post Emancipated Youth Incentives	\$117,000.00
Grand Total of all Expenditures	\$1,100,00.00

EXHIBIT F

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Date

Director's Signature

Address of Vendor/Recipient

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-g

Date: June 20, 2006

Subject: Agreements with Michelle Runnels and Jody MacDonald

Background: Attached for the Board's review and consideration are workshop facilitator agreements between Riverside Community College District and Michelle Runnels and Jody MacDonald, to conduct twelve-hour workshops, during the period June 21, 2006 through June 30, 2006. The facilitators will be paid at the rate of \$50.00 per hour. The workshops will fulfill the requirements of the Riverside County Adoption Education Services Grant. Total expenses are not to exceed \$600.00 per facilitator. Funding source: Riverside County Department of Public Social Services Adoption Education Services Agreement.

The workshop facilitators in the agreements do not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, they are not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. These agreements have been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for June 21, 2006 through June 30, 2006, for an amount not to exceed \$600.00 per facilitator, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
District Dean, Workforce Development
Michael Wright
Director, Workforce Preparation Grants and Contracts

WORKSHOP FACILITATOR AGREEMENT
BETWEEN
MICHELLE RUNNELS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 21st day of June 2006, between Michelle Runnels, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning June 21, 2006, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a twelve-hour workshop to fulfill the requirements of the Riverside County Adoption Services Grant. It is expected that the Facilitator will conduct one (1) 12-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.01 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator’s employees included) or any other element of damage of any kind or nature, relating to or in anywise connected

with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.05 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of

the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Michelle Runnels

Date

Date

EXHIBIT A

Facilitator Agreement between
Michelle Runnels
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct a 12-hour Workshop

Facilitator hereby agrees to provide one (1) 12-hour workshops to prospective adoptive parents to fulfill the requirements of the Riverside County Adoption Education Services Grant, to be held June 21, 2006 through June 30, 2006. The workshop will address issues regarding parenting and child rearing. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues.

DELIVERABLES

The following will be delivered to Adoption Education Services participants as a result of the provision of services described within this scope of work.

- Conduct one (1) 12-hour workshop as part of meeting the Adoption Educational Services Grant requirements.

COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of one (1) twelve-hour workshops which include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

WORKSHOP FACILITATOR AGREEMENT
BETWEEN

JODY MACDONALD
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 21st day of June 2006, between Jody MacDonald, hereinafter referred to as the “Facilitator,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the “The District.”

ARTICLE I. TERM OF CONTRACT

- 1.01 This Agreement is effective to cover activities beginning June 21, 2006, and will continue in effect until June 30, 2006.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a twelve-hour workshop to fulfill the requirements of the Riverside County Adoption Services Grant. It is expected that the Facilitator will conduct one (1) 12-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$600.00.

ARTICLE IV. OBLIGATIONS OF FACILITATOR

- 4.02 Minimum Amount of Service. Facilitator agrees to devote its best efforts to performance of the services outlined in “Exhibit A” on behalf of The District. Facilitator may represent, perform services for, and be employed by such additional Districts, persons, or companies as Facilitator, in Facilitator’s sole discretion, sees fit.
- 4.02 Indemnification and Hold Harmless. Facilitator shall indemnify and hold the District, its Trustees, officers, agents, employees and independent Facilitators, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Facilitator, its

agents, employees, sub Facilitators and independent Facilitators, for property damage, bodily injury, or death (Facilitator's employees included) or any other element of damage of any kind or nature, relating to or in anywise connected

with or arising from the performance of the services contemplated hereunder, and Facilitator shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by the District) its officers, agents, employees and independent Facilitators, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by either party without the prior written consent of the other party.
- 4.06 Treatment of the District Information. Facilitator shall regard all District data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.
- 4.07 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of the District.
- 4.06 ADA/FEHA. The Facilitator recognizes that as a federal and state government Contractor or Subcontractor, the District is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Facilitator agrees that, as a government Subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal

employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of

the California Code of Regulations. The Facilitator, as a government subFacilitator, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

ARTICLE V. OBLIGATIONS OF THE DISTRICT

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Facilitator and provide access to all documents and/or information reasonably necessary to the performance of Facilitator's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.04 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.05 Independent Contractor. Facilitator, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of the District.

Riverside Community College District

Facilitator

James L. Buysse
Vice Chancellor, Administration & Finance

Jody MacDonald

Date

Date

EXHIBIT A

Facilitator Agreement between
Jody MacDonald
and
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct a 12-hour Workshop

Facilitator hereby agrees to provide one (1) 12-hour workshops to prospective adoptive parents to fulfill the requirements of the Riverside County Adoption Education Services Grant to be held on June 21, 2006 through June 30, 2006. The workshop will address issues regarding parenting and child rearing. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues.

DELIVERABLES

The following will be delivered to Adoption Education Services participants as a result of the provision of services described within this scope of work.

- Conduct one (1) 12-hour workshop as part of meeting the Adoption Educational Services Grant requirements.

COMPENSATION

This agreed upon total, a maximum of \$600.00, for the delivery of one (1) twelve-hour workshop which include all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice in arrears for all hours of service provided at the rate of \$50.00 per hour. If the Facilitator is not able to render all services outlined in "Exhibit A", the Facilitator will be paid an amount commensurate with the number of service hours rendered.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-h

Date: June 20, 2006

Subject: Agreement with Riverside Marriott

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Riverside Marriott, to provide facilities and banquet arrangements for a two-day workshop, June 23, 2006 through June 24, 2006 to meet the requirements of the Adoption Education Services agreement. The estimated total expenses are \$2,800.00 for the two-day event. Funding source: Riverside County Department of Public Social Services Adoption Education Services Agreement.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from June 23, 2006 through June 24, 2006, for an amount of \$2,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
District Dean, Workforce Development
Michael Wright
Director, Workforce Preparation Grants and Contracts

CATERING AGREEMENT
June 13, 2006

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Please accept this agreement as confirmation that Riverside Marriott is holding the following for Riverside Community College District on a tentative basis. Below outlines the arrangements we discussed. Please review, sign, and return to our office by Friday June 2, 2006, in order to secure space on definite basis. Please note that arrangements will not be considered as definite until we receive this signed confirmation.

AGENDA

Date	Start Time	End Time	Function	Room	Setup	Ag r	Room Rental
6/23/2 006	6:00 PM	10:00 PM	Dinner	Embassy Room	Hollow Square	25	
6/24/2 006	8:00 AM	9:30 AM	Cont. Breakfast	Imperial Room		25	
6/24/2 006	8:00 AM	5:00 PM	Meeting	Imperial Room	Hollow Square	25	
6/24/2 006	12:00 PM	1:00 PM	Lunch	Imperial Room		25	

FOOD AND BEVERAGE

Menu prices can be confirmed six months prior to your scheduled function. A firm and final guarantee is due by 12:00 noon three (3) working days prior to the above function. Exact attendance for functions scheduled for a Monday or Tuesday must be received by Noon the proceeding Friday. If less people than the guarantee are served, the organization will be charged based on the guarantee. The Hotel agrees to be prepared to serve 5% above the guarantee for functions with a guarantee of over 25 people. The estimated cost of room, food and beverage is \$2,800.00.

GUARANTEES

At the signing of the contract you estimate 25 people for your function and have committed to paying for the estimated charges for no less than 25. With any revision, the banquet space is subject to change.

MENU SELECTION

Our menu selections are provided as guidelines and suggestions. Our Catering staff will work with you on any special requests. Your menu selections should be submitted to the Hotel's Catering Department no later than three weeks prior to your scheduled function.

FOOD AND BEVERAGE LIABILITY

Because of the legal liability for all food and beverage served on premise, as well as licensing restrictions, our insurance requires that only Riverside Marriott's food and beverage may be served on Hotel property. Food and Beverage may not be removed from the Hotel property.

STATE TAX & SERVICE CHARGE

All menu items are subject to applicable taxes and services charges. Sales tax will apply to the service charge. All taxes and service charges are subject to change without notice.

AUDIO VISUAL

Pro Audio-Visual Company is our preferred audio-visual representative.

The Catering Department will arrange for the rental of Audio-Visual Equipment that you would require for your meeting. All equipment is subject to a 20% service charge and current California sales tax. Guests will be responsible for all rental and labor charges incurred. Any Audio-Visual items cancelled with 24 hours will be charged at full retail.

Riverside Marriott cannot be held responsible for the storage of a group's own equipment overnight or equipment left at the conclusion of the event.

FUNCTION SPACE

In keeping with your needs as we understand them, the Riverside Marriott has enclosed a tentative agenda listing all meeting space and functions that will be held as part of this agreement. The Riverside Marriott reserves the right to adjust the room assignment based upon actual number guaranteed. The guest agrees to begin the function at the scheduled time and agrees to vacate the designated meeting space at the closing hour indicated on the Banquet Event Order.

Changes in meeting room arrangements within 24 hours will be subject to an additional labor charge.

Banquet Event Orders (BEO's) will be sent to you prior to your group's arrival for our approval. The BEO is our communication to the Set-Up Staff. Any set up requirements, tables, chairs, room ready times, time the meal is served, etc. must appear on these sheets. Please review them carefully and make any changes needed prior to your arrival.

PARKING

For your convenience Valet Parking is available for \$10.00 per day and Self Parking for \$6.00 per day (with no in and out privileges) in our adjacent covered parking structure. Any groups utilizing banquet space for less than four and a half hours will be charged a discounted rate of \$3.00 (with no in and out privileges).

BANQUET TICKETS

Banquet Tickets confirming charges will be presented prior to your departure from the Hotel. Upon completion of your meeting, please contact the Banquet Manager on Duty by Dialing the Operator to receive a copy of the Banquet Tickets. The Riverside Marriott reserves the right to make corrections to the banquet tickets following your departure during the audit process. Following your departure, the Catering Department will audit your Banquet Ticket and corrections may occur to your account. In such cases, the Catering Manager will contact you directly by Phone or mail to discuss the corrections. The client is responsible for payment of all charges, including corrections, in a timely manner.

SECURITY

Riverside Community College acknowledges that the Riverside Marriott cannot be responsible for the safe keeping of equipment, displays, supplies, written materials, or any other items left in the meeting, or conference areas.

Accordingly, Riverside Community College acknowledges that it will be responsible to provide Security if desired as approved by the Riverside Marriott, and hereby assumes the responsibility protection of the above listed items. All security must be approved through the hotel and will be charged to the organization. Normal hotel security policies apply.

All materials left in your meeting room after your scheduled time will be considered disposable and handled accordingly. The hotel will not be responsible for any articles left unattended.

Uniformed security officers must be supplied by client. Please advise the Catering Department two weeks in advance of the scheduled function as to Security Company selected. The Security Company will need to check in with the Front Desk upon arrival. No security officer may be armed within the building.

The Riverside Marriott reserves the right to deny entrance to the hotel by any person who appears to be under the influence of alcohol or illegal substances. The Riverside Marriott has the

right to terminate the scheduled function with due cause. In such case, all moneys are non-refundable.

SIGNS, BANNERS, AND DISPLAYS

No signs, banners and displays shall be erected or displayed in any part of the Hotel without the approval of the Catering office. Nothing shall be nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building. Easels are available through the Catering Office at a nominal fee. Banners hanging charges may apply.

DECORATIONS

Decorations must be pre-approved by the Catering Department. The Riverside Marriott is not responsible for any Decorations left in the room following the function.

CREDIT AND BILLING

Payment for your scheduled function has been arranged in the following manner:

Direct Billing has been requested by your organization. A Direct Bill account may be established by completing the attached credit application. This application must be received a minimum of three (3) weeks prior to your scheduled function to enable our accounting department sufficient time to process your credit application. Our customary procedure is to review your group's credit history relative to the current function outlined and your group's credit needs, prior to arrival. You will be contracted at the completion of the review if additional information is required. If other billing arrangements are necessary, you will be notified prior to arrival. **DIRECT BILLING HAS BEEN APPROVED WITH PURCHASE ORDER.**

The Riverside Community College is approved for Direct Billing. Payment is due 30 days following the scheduled function.

CANCELLATIONS

Cancellation of this signed agreement may be subject to liquidation damages based on the following scale:

CANCEL WITHIN	% OF ESTIMATED TOTAL
0 – 60 Days	100%
61-180 Days	50%
181-365 Days	25%

A.S.C.A.P.

The Riverside Community College is hereby notified by the Riverside Marriott that any music, live or reproduced, needs to bear the authorization and appropriate waivers as outlined by A.S.C.A.P.

AMERICANS WITH DISABILITIES ACT (ADA)

The Riverside Marriott warrants that as a place of “public accommodation” it is in compliance with the Americans with Disabilities Act and all regulations issued thereunder and that it will, in implementing instructions from the Riverside Community College, for the meeting covered by this Agreement, make every effort to comply in all respects with the provisions of the ADA and regulations issued thereunder.

The Riverside Community College shall notify the Riverside Marriott in advance of any special accommodations needed by the meeting attendees when such needs are known to the Riverside Community College. The Riverside Marriott agrees to hold harmless the Riverside Community College, it’s officers, volunteer leaders, and employees from any and all claims arising from ADA violations within the scope and responsibility of the Hotel and its activities.

ACTS OF GOD AND WAR

The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable, illegal or impossible to provide facilities to hold the meeting/convention. It is provided that this agreement may be terminated for any one or more of such reasons by written notice from one party to the other. Any controversy or claim arising out of or relating to cancellation of this contract, for the sole purpose of holding said meeting in another city or hotel facility, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon award rendered by the Arbitration(s) may be entered in any court having jurisdiction thereof.

ACCEPTANCE

The above arrangements have been outlined on a tentative basis through Friday June 2, 2006. As the authorized representative of the Riverside Community College, your signature on the Catering Confirmation shall confirm your agreement with our arrangements and hereby enable us to established function space on a definite basis.

Any changes to this agreement must be approved by the Riverside Marriott and accepted with counter signature by a Riverside Marriott representative. Please initial the bottom right hand corner of each page and return the entire original agreement to the Riverside Marriott.

On behalf of the staff at the Riverside Marriott, we thank you for selecting our hotel to host your event.

James Buysse,
Vice Chancellor,
Administration and Finance
Riverside Community College District

Cynthia Crehan
Director of Catering
Riverside Marriott

DATE

DATE

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-i

Date: June 20, 2006

Subject: Renewal Agreement with County of Riverside Community Health Agency

Background: Presented for the Board's review and consideration is a renewal of the agreement between Riverside Community College District and County of Riverside, Community Health Agency, to provide clinical experience for nursing and physician assistant students. Clinical experience is an accreditation requirement for both programs. The term of this agreement is July 1, 2006 through June 30, 2011. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2006 through June 30, 2011, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION - DPH/ Community Outreach
CONTRACT NO. 06-125
RFP NO
FUND 10000
DEPARTMENT ID 4200102000
PROJECT-GRANT
PROGRAM
CLASS/LOCATION 6572-
CONTRACT AMOUNT \$-0-
PERIOD OF PERFORMANCE: July 1, 2006 through June 30, 2011
COUNTY CONTRACT MANAGER: Julisa Alvizo (951) 358-5255
CONTRACTOR REPRESENTATIVE: Sandy Isaacs (951) 222-8818
PROGRAM NAME: student affiliation agreement

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Department of Public Health], hereinafter referred to as COUNTY, and
Riverside Community College District
hereinafter referred to as DISTRICT.

WITNESSETH:

WHEREAS, the DISTRICT has approved a student internship/residency program for the field(s) specified in Attachment A, attached herein;

WHEREAS, COUNTY can provide such field work and wishes to participate in student internship/residency program, and;

WHEREAS, it is to the mutual benefit of the parties hereto that the students of the DISTRICT'S internship/residency program use the COUNTY for their experience.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 10, and Attachment A attached hereto and incorporated herein.

DISTRICT

COUNTY

By _____
Dr. James Buysse,
Vice Chancellor, Administration & Finance

By _____
Gary M. Feldman, M.D., Director

Date _____

Date _____

1. GENERAL UNDERSTANDINGS. Subject to the terms and conditions of this Agreement:
 - 1.1 The number of students enrolled in the DISTRICT'S program/schools, as stated in Attachment A, to be covered by this Agreement shall be decided by mutual agreement of the parties hereto. The days and hours of experience shall be planned by the DISTRICT, and the COUNTY Director of the Community Health Agency, or designee, within the regular working hours of the COUNTY.
 - 1.2 The COUNTY Director of the Community Health Agency, or designee, shall coordinate with the DISTRICT in planning the days and hours of student experience and shall have final approval of such plans. Geographical areas of assignment shall be the responsibility of COUNTY.
 - 1.3 The DISTRICT and COUNTY agree to promote the exchange of information by mutual participation in new or expanded programs, research or other pertinent concerns coming within the philosophies and policies of the DISTRICT or COUNTY. The parties furthermore agree to cooperate in the concurrent and terminal evaluation of student experience.
 - 1.4 HIPAA REGULATIONS: The DISTRICT hereby verifies knowledge of HIPAA standards and codes relating thereto as they apply to patient care, the DISTRICT, and DISTRICT programs, and states that all students and instructors will be instructed in accordance therewith. A strict code of confidentiality is to be maintained. All information obtained from client/patient records is to be held in confidence. No copies of client/patient records shall be made, and no records or copies thereof are to be removed from COUNTY. Clients/Patients will not be identified in any manner in reports of case studies undertaken by students. The DISTRICT will prohibit the publication by the students of any material relative to their clinical learning experience that has not been approved for release for publication by both the COUNTY and the DISTRICT.
 - 1.5 COUNTY will provide orientation for students and instructors to inform them as to rules and regulations of COUNTY, including ethical practice and drug abuse. Students and instructors are to be subject to said rules and regulations for as long as they are performing or participating in any manner under this Agreement. If the conduct or health of a student or instructor should be such as to impair their participation in the DISTRICT'S program, or unfavorably affect the COUNTY program, such student or instructor shall be suspended from further participation under this Agreement pending a conference between the DISTRICT and COUNTY representatives. Such request for suspension and subsequent conference will be in writing and include a statement of the reason(s) student or instructor has been suspended. Thereafter, remedial actions as may be deemed necessary shall be taken by the DISTRICT with five (5) days of receipt of the written request.
 - 1.6 Students or instructors who suffer illness or injury while at the COUNTY will be referred to their individual health care provider, and/or returned to the DISTRICT campus as soon as conditions permit. If a life threatening emergency occurs, the student or instructor will be assisted to the nearest health care emergency service.

Except as herein provided, COUNTY shall have no obligation to furnish medical or surgical care to any student or instructor.

- 1.7 Instructors selected by the DISTRICT for Performance under this Agreement shall be subject to the approval by COUNTY. The DISTRICT will allow adequate time for orientation of new faculty to the COUNTY. Faculty salary shall be paid by the DISTRICT.
- 1.8 It is mutually agreed and understood that the provision of facilities by COUNTY is contingent upon and limited by the availability of such facility/facilities and availability of coordinating County staff.
- 1.9 The DISTRICT will inform students and instructors that they are not employees of the COUNTY and will not receive compensation from COUNTY.
- 1.10 BACKGROUND CHECK:
 - 1.10.1 COUNTY will require a background check, in accordance with the County LiveScan Policy C-33, BACKGROUND CHECK POLICY, for all students prior to permitting the student to participate in the educational experience program at Riverside County facilities.
 - 1.10.2 COUNTY will accept background checks completed by the UNIVERSITY for all students participating in the educational experience program at Riverside County facilities.
 - 1.10.3 Students shall complete and sign the appropriate release/waiver form(s) prior to the COUNTY accessing background check information.
 - 1.10.4 COUNTY understands and agrees that the information received related to background check shall not be stored electronically and will be destroyed after the student's acceptance is determined. Destruction of this information shall be to the extent that the identity of the individual can no longer be determined.

2. RESPONSIBILITIES OF DISTRICT.

The DISTRICT shall:

- 2.1 Assume responsibility for the professional preparation of the student(s) and compliance of the curriculum with the education standards set forth by the appropriate profession association.
- 2.2 Be responsible for the instruction, guidance, and supervision of the DISTRICT students while at the COUNTY pursuant to this Agreement.
- 2.3 Notify students that conformance is required to all applicable COUNTY policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the DISTRICT and the COUNTY.
- 2.4 Provide to COUNTY a copy of the performance objectives for the clinical experience annually, and assurance that the participating students are theoretically prepared to meet those objectives.
- 2.5 Require participating students to wear appropriate dress when at the COUNTY.

- 2.6 Be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. COUNTY shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. It is the intention of the DISTRICT and COUNTY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.
- 2.7 No later than two weeks before the beginning of activities covered by this Agreement provide the following information for each student/instructor covered by this Agreement:
 - 2.7.1 Student's/instructor's name.
 - 2.7.2 A brief introduction to the student/instructor.
 - 2.7.3 Written evidence of the student's/instructor's health status
 - 2.7.3.1 An annual physical examination by a physician (if working in Family Care Center clinic).
 - 2.7.3.2 Tuberculin (Mantoux) PPD skin test within the previous three (3) months. If the student or instructor has a history of a positive PPD, a written report of a Chest X-Ray (CXR) performed within the last three (3) months must be submitted.
 - 2.7.3.3 Current immunizations for: rubella, rubeola, mumps, varicella, Hepatitis B, diphtheria, tetanus and trivalent polio.
 - 2.7.3.4 Rubella—All students/instructors must provide:
 - 2.7.3.4.1 evidence of prior rubella vaccine OR
 - 2.7.3.4.2 positive laboratory test for rubella antibodies OR
 - 2.7.3.4.3 documentation of a physician diagnosis of rubella OR
 - 2.7.3.4.4. Receive the necessary doses of rubella-containing vaccine (MMR) to meet the requirement of having received two doses of rubella vaccine (minimum of twenty-eight days apart).
 - 2.7.3.5 Measles (rubeola): All students/instructors must provide:
 - 2.7.3.5.1 evidence of a positive laboratory test for measles antibodies OR
 - 2.7.3.5.2 evidence of prior receipt of two doses of measles vaccine (minimum of twenty-eight days apart) OR
 - 2.7.3.5.3 documentation of a physician diagnosis of measles (rubeola) OR
 - 2.7.3.5.4 Receive the necessary doses of measles-containing vaccine (MMR) to meet the requirement of having received two doses of measles vaccine (minimum of twenty-eight days apart).

2.7.3.5.5 Other requirements as currently required by the
Public Health Officer.

- 2.8 DISTRICT hereby insures that participating students have met all departmental regulations for admission and have been informed of all COUNTY requirements.
- 2.9 DISTRICT shall provide all equipment and supplies needed for clinical instruction at the COUNTY. The student's name/identification badge shall be provided by the DISTRICT.

3. INSURANCE.

- 3.1 Warrant that certificates satisfactory to the COUNTY Risk Manager evidencing the maintenance of the following required relevant insurance coverage shall be filed with COUNTY Contracts Administration prior to performance of any of the terms of this Agreement:
 - 3.1.1 General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and aggregate of three million dollars (\$3,000,000).
 - 3.1.2 Worker's Compensation coverage covering DISTRICT'S full liability is provided for instructors assigned by the DISTRICT to participate in this agreement.
 - 3.1.3 Student Accident Policy is provided to assigned students.
 - 3.1.4 Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to COUNTY prior to any modification, cancellations, expiration or reduction in coverage of such insurance. In the event of any such modification, expiration or reduction in coverage and on the effective date thereof, this Agreement shall terminate forthwith, unless COUNTY receives prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The original endorsements for each policy and the certificate of insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. RESPONSIBILITIES OF COUNTY.

COUNTY shall:

- 4.1 Designate a Coordinator of Clinical Education who will be responsible for planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by the State's legislative and regulatory agency and the appropriate licensing associations for the supervision of students in the clinical education setting.

- 4.2 Provide the Coordinator of Education or Instructor with time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conference.
 - 4.3 Provide to each student specific clinical experience opportunities/projects consistent with the program objectives. COUNTY shall provide for observation, participation, and independent activity in the COUNTY program and will assist in obtaining this in related voluntary agencies where possible.
 - 4.4 To structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of students, subject to and within the constraints of physical environment, patient load and/or experience available.
 - 4.5 Advise the DISTRICT of any changes in personnel, operation, or policies which may affect the clinical education experience.
 - 4.6 Provide assigned students, whenever possible the use of the library resources, reference materials and other specialized learning experience.
 - 4.7 Make available/provide students with copies of the Department's rules and regulations, policies and procedures with which the student is expected to comply.
 - 4.8 Upon reasonable request, permit the DISTRICT and/or appropriate agencies charged with the responsibility of accrediting or approving the training program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical training.
 - 4.9 Evaluate the performance of student on a regular basis using the evaluation form provided by the DISTRICT and notify the DISTRICT of any Serious Deficits Note in student's abilities; and forward the written evaluation upon completion to the DISTRICT.
5. ELIGIBILITY. In accordance with Title VI of the Civil Rights Act of 1964, no person shall on the grounds of race, sex, color, or national origin be excluded from the participation in, or be denied the benefits of, or subject to discrimination under any program or activities included herein.
6. HOLD HARMLESS.
- 6.1 The DISTRICT agrees to hold harmless and indemnify the COUNTY against all claims, demands, suits judgments, expenses, and costs of any and every kind, insofar as it may legally do so, on account of injury to or death of any person(s) or loss of or damage to property arising in any manner out of the negligent or intentionally wrongful performance of this Agreement.
 - 6.2 The COUNTY agrees to hold harmless and indemnify the DISTRICT against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so, on account of injury to or death of any person(s) or loss or damage to property arising in any manner out of performance of this Agreement. The provisions of the California Tort Claims Act, Government Code Section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the COUNTY.

7. TERMINATION.

7.1 This Agreement shall be effective July 1, 2006 through June 30, 2011. Either party shall have the right to terminate this Agreement upon three months' written notice to the other party provided, however, that said termination may occur only at the end of an academic quarter in which students are registered. The party desiring termination shall arrange for a conference with the other participating party.

7.2 There shall be an annual review of this Agreement each year prior to May 1st for the purpose of determining if the Agreement shall be continued, terminated, or modified.

8. 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 hereby waive all provisions of law providing for a change of venue in such proceedings in any other county.

9. 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 Agreement and understandings, oral or written, in connection therewith. The Agreement may be changed or modified only upon the written consent of the parties hereto.

10. LICENSE. DISTRICT verifies upon acceptance of the terms of this Agreement execution thereof, possession of any current and valid licenses required for compliance with any local, State and Federal laws and regulations pertaining to the intent and scope of services of this Agreement.

11. OSHA REGULATIONS. DISTRICT is hereby verifies knowledge of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto as they apply to the DISTRICT and DISTRICT programs, and states that all students and instructors will be instructed in accordance therewith.

12. NOTICES. Any notices required to be given under this agreement shall be given by regular mail, postage prepaid, addressed as follows:

COUNTY:

County of Riverside Community Health Agency
Internal Support Contracts Administration
4065 County Circle Drive
Riverside, California 92503

DISTRICT:

Riverside Community College District
4800 Magnolia Avenue
Riverside Ca. 92506-1299

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

ATTACHMENT A

The following DISTRICT'S program(s)/departments are participating in the student affiliation internship/residency program as set forth in this Agreement:

1. Nursing Program
2. Primary Care Physician Assistant Program

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-j

Date: June 20, 2006

Subject: Facility Agreements for Clinical Experience Sites

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and County of San Bernardino, Arrowhead Regional Medical Center, Palm Terrace Care Center, and Life Care Center of Corona to provide clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The term of the agreement with the County of San Bernardino commences on execution by both parties with automatic yearly renewals. The terms for Palm Terrace Care Center and Life Care Center of Corona are from July 1, 2006 with automatic yearly renewals. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for one year terms with automatic yearly renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Sandra Baker
Dean/Director, Nursing Education

FOR COUNTY USE ONLY



County of San Bernardino
 F A S
 STANDARD CONTRACT

X	New	Vendor Code	SC	Dept.	A	Contract Number
County Department				Dept.	Orgn.	Contractor's License No.
Arrowhead Regional Medical Center						
County Department Contract Representative				Telephone 580-6150		Total Contract Amount
June Griffith-Collison, Director				Contract Type		\$0.00
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Affiliation Agreement						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code						
Fund	Dept.	Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
Fund	Dept.	Organization	Appr. Obj/Rev Source	GRC/PROJ/JO B No.	Amount \$0.00	
Fund	Dept.	Organization	Appr. Obj/Rev Source	GRC/PROJ/JO B No.	Amount	
	Dept.	Organization	Appr. Obj/Rev Source	GRC/PROJ/JO B No.	Amount	
Project Name			Estimated Payment Total by Fiscal Year			
Affiliation Agreement			FY	Amount	I/D	FY
Contract Type						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 Riverside Community College _____ Hereinafter called College

Address
 4800 Magnolia Avenue _____

Riverside, CA 92506-1299 _____

Telephone (951) 222-8408 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is entered into by and among the County of San Bernardino, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and Riverside Community College, hereinafter referred to as "College."

WITNESSETH

WHEREAS, the College has the need of additional facilities for clinical training of its nursing and licensed vocational nursing students, hereinafter referred to as "Students"; and

WHEREAS, the Medical Center operates a site which is suitable for the clinical training of Students; and

WHEREAS, it is of mutual benefit to the parties that the Students use the clinical facilities of the Medical Center for their learning experience;

NOW, THEREFORE, the parties here to enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. Obligations of College:

The College will –

1. Designate a faculty member of the College who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Medical Center Coordinator designated by the Medical Center.
2. Provide and maintain the records and reports of its Students during their clinical learning experiences.
3. Inform Students of all applicable policies and regulations of the Medical Center. The Medical Center Coordinator shall notify the College Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with College's applicable policies and procedures as referred to below.

4. Provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
5. Provide to the Medical Center upon written request verification of the immunizations, diagnostic tests, and examinations performed to document Students' freedom from communicable disease as required by Medical Center policy in effect at the time of assignment to the Medical Center.
6. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively. As applicable, this will include but is not limited to safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens), and prevention of violence. These requirements may be updated periodically as required by Medical Center policy or the requirements of external regulating agencies. Documentation of such training will be provided to Medical Center upon request.
7. Provide to the Medical Center verification that Students and Instructors have been fingerprinted via Live Scan and have obtained clearance from the Department of Justice. Copies of Student and Instructor Live Scan reports must be provided to the Medical Center's Human Resources Department for review and clearance prior to commencement of clinical training.

Should the College not have access to Live Scan services, the Medical Center will perform the Live Scan for the Student at the current rate. Invoices for Live Scan services provided under this Agreement will be due and payable within 30 days of the date on the invoice. If the Student does not achieve clearance from the Live Scan report as determined by the Medical Center's Human Resources Director, the Student will be dismissed from the clinical training.
8. Maintain for Students assigned to the Medical Center records for five years after the Students' last contact with the Medical Center. Upon request, these records will be provided to the Medical Center.
9. The College will withdraw a Student from the clinical program at the Medical Center if, after the consultation in accord with Section II, Paragraph 13 below, the College determines such action to be warranted.

II. Obligations of the Medical Center:

The Medical Center will –

1. Designate, after consultation with the College Coordinator, a Medical Center Coordinator who will meet and plan with the College Coordinator the clinical activities and assignments of the Students. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students.
2. Permit access for Students and Instructors to the clinical facilities as necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center.
3. Provide Health Insurance Portability and Accountability Act (HIPAA) training to Students whose clinical training assignments hereunder require such training in order to comply with County's policies.
4. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health Services, and the American Osteopathic Association.
5. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference rooms space at the Medical Center for use by Students assigned for clinical learning experience.
6. Allow Students to render only those services which are related to the objectives of the educational program and which the Students are competent to provide.
7. Advise College of any changes in its personnel, operations, or policies, which may affect the clinical learning experience.
8. Permit, upon reasonable request, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by agencies charged with the responsibility for accreditation of the education program.
9. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by the person to whom such services are rendered at the Medical Center's usual and customary rate.

10. Retain ultimate professional and administrative accountability for patient care.
11. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
12. The Medical Center will recommend to the College the withdrawal of a Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Medical Center, or (b) the behavior of the Student fails to conform to the applicable regulations of the Medical Center. The Medical Center will assist the College, if necessary in implementing this recommendation.
13. The Medical Center reserves the right, exercisable in its discretion after consultation with the College in accord with Section 1, Paragraph 9 above, to exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Medical Center.

III. Insurance:

1.
 - A. College agrees to maintain adequate comprehensive liability and property damage insurance for the term of the agreement with combined single limits as follows: (1) Each Occurrence: \$1,000,000; (2) and General Aggregate: \$3,000,000.
 - B. College agrees to provide medical malpractice liability coverage for students participating in this program.
 - C. College agrees to maintain Worker's Compensation insurance as required under California State Law covering all persons providing services on behalf of College, including Students.
2. The above insurance shall state that the same may not be altered or canceled to County's detriment without thirty (30) days prior written notice to County. If the above insurance is written on a claims made form, it shall continue for three years following termination of the agreement. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the agreement.

It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of College. Such provision, however, shall only apply

in proportion to and to the extent of the negligent acts or omissions of College, its officers, agents, employees, and Students.

3. College further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the County and College, against other insurable hazards relating to performance. Prior to the commencement of this contract, College agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. College agrees to provide County with a certificate naming "County of San Bernardino" as an additional insured. College agrees that it will give County thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.
4.
 - A. County is a self-insured public entity for purposes of professional liability, general liability, and Workers' Compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of County's performance of this agreement.
 - B. County, upon the execution of this Agreement, shall furnish College with certificates of self-insurance evidencing compliance with all requirements.
 - C. County agrees to maintain Workers' Compensation as required under California State Law.
5. The above insurance shall state that the same may not be altered or canceled to College detriment without thirty (30) days prior written notice to College. It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of County. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and employees.
6. County further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the College and County, against other insurable hazards relating to performance. Prior to the commencement of this contract, County agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. County agrees that it will give College thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.

IV. Indemnification:

1. College shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees, agents, and Students.
2. County shall indemnify and hold College, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
3. In the event that College or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the College and/or County shall indemnify the other to the extent of its comparative fault.

V. Cooperation in Disposition of Claims:

County and College agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. College shall be responsible for discipline of Students in accordance with College's applicable policies and procedures. To the extent allowed by law, County and College shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided to this agreement; provided, however, that nothing shall require either County or College to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-product Privilege.

VI. Status of County and College:

The parties expressly understand and agree that -

1. This agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and College and their employees, partners, or agents, but rather is an agreement by and among independent contractors, which are County and College.
2. Instructors and Students and other College personnel are present at the Medical Center only for educational purposes, and such Instructors and Students and personnel are not to be considered employees or agents of the County for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, Workers' Compensation insurance, or any other fringe benefits of employment.

VII. Confidentiality of Information:

All information obtained and records created, which pertain to patients to whom care/service is provided shall remain confidential and the sole property of the Medical Center. Prior written approval of the Medical Center shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law.

VIII. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

IX. Compliance with Immigration Laws:

The parties hereby certify that they shall comply during the term of this agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. The parties further certify that they have obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services under this Agreement, hired after November 5, 1986.

X. Assurance of Non-Discrimination:

The College and the County, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation

Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap in any policies, procedures or practices.

XI. Assignment:

Neither party hereto shall assign its rights or obligations pursuant to this agreement without the express written consent of the other party.

XII. Rules of Construction:

The language in all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the College. Section headings in this agreement are for convenience only and are not to be construed as a part of this agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. Entire Agreement:

This agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreement promises, negotiations or representations relating to the subject matter of this agreement not expressly set forth herein are of no force or effect. This agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this agreement and signs the same of its own free will.

XIV. Governing Law:

This agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XV. Counterparts:

This agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. Severability:

The provisions of this agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. Term and Termination:

1. This agreement shall be effective for a one (1) year term, commencing on the execution of this agreement by both parties and terminating one year later at which time the agreement shall automatically renew for successive one year terms thereafter. However, this agreement may be terminated, with or without cause, by either party after giving the other party ninety (90) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of the County. However, any such termination by the County shall not be effective, at the election of College, as to any Student who at the date of mailing of said notice was participating in the clinical learning experience until such Student has completed the Program for the then current academic term.
2. Any written notice given under this Section XVII shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

ARROWHEAD REGIONAL MEDICAL CENTER

400 North Pepper Avenue
Colton, CA 92324
Attention: Director, Medical Center

RIVERSIDE COMMUNITY COLLEGE

4800 Magnolia Avenue
Riverside, CA 92506-1299
Attention: Dean/Director, Nursing Education

XVIII. Authorization:

The undersigned individuals represent that they are fully authorized to execute this agreement on behalf of the named parties.

IN WITNESS whereof, this agreement has been executed by the parties hereto as of the day and year first written above.

/
/
/
/
/

COUNTY OF SAN BERNARDINO

Riverside Community College
District
(Print or type name of corporation,
company, contractor, etc.)

► _____
Bill Postmus, Chairman, Board of
Supervisors

By:

(Authorized signature - sign in blue
ink)

Dated
: _____

Name:

Dr. James Buysse

(Print or type name of person signing
contract)

Signed And Certified That A Copy Of This
Document Has Been Delivered To The
Chairman Of The Board
Clerk of the Board of Supervisors
of the County of San Bernardino.

Title: Vice Chancellor Administration &
Finance

(Print or Type)

By _____
Deputy

Dated: _____
Address: 4800 Magnolia Avenue

Riverside, CA 92506-1299

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 1 day of July, 2006, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the Palm Terrace Care Center, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.
4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.
5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.
6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

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

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

9. The CLINICAL FACILITY shall provide the following:

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

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

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

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

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

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

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality, affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

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

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

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

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean/Director of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status,

medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

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

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

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

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

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

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

time that the students assigned by the COLLEGE participate in the approved program of the CLINICAL FACILITY.

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

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (90) ninety days written notice to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

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

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

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

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

COLLEGE

r

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

CLINICAL FACILITY

Palm Terrace Care Center
11162 Palm Terrace Lane
Riverside, CA 92505-2338

s

o

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

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

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____
Name: Dr. James Buysse
Title: Vice Chancellor, Administration & Finance
Date: _____

PALM TERRACE CARE CENTER

By: _____
Name: Jeremy Jergensen
Title: Administrator
Date: _____

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 1 day of July, 2006, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the Life Care Center of Corona, herein referred to as the "CLINICAL FACILITY."

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the Nursing Program for preparation of practitioners at beginning (staff) position in nursing service.
2. The COLLEGE shall be responsible for the development, organization, and implementation of the Nursing Program curriculum under the direction of a qualified professional nurse educator.
3. The COLLEGE shall select, test, and supervise students enrolled in the Nursing Program, and retained in it throughout the period of time prescribed for its completion.
4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the Nursing Program, including any instruction or training which may be carried on at the CLINICAL FACILITY. Such instructors, and the Director of the Nursing Program, shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio will not exceed the ratio listed for the Nursing Program in accordance with the various nursing and health accrediting agencies' policies.
5. The COLLEGE will provide each new instructor an opportunity to participate in an orientation to the CLINICAL FACILITY. This orientation will be arranged through mutual agreement between the COLLEGE and the CLINICAL FACILITY.
6. The COLLEGE shall provide instructional supplies and equipment needed for the Nursing Program, except those which the CLINICAL FACILITY hereinafter specifically agrees to provide.

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

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

9. The CLINICAL FACILITY shall provide the following:

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

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

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

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

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

14. Both parties agree that the standards of the Nursing Program shall be maintained at a level equal to or exceeding those required by the California Board of Registered Nursing, California

Board of Vocational Nursing and Psychiatric Technicians and National League for Nursing Accrediting Commission.

15. It is understood that students participating in the Nursing Program are not employees of the CLINICAL FACILITY, but shall be subject to and shall abide by all CLINICAL FACILITY rules and regulations including but not limited to the CLINICAL FACILITY'S rules and regulations, the Blood Borne Pathogen Control Plan, regulations governing national (Joint Commission on Accreditation of Healthcare organizations JCAHO), and state accreditation and licensing, and those governing professional conduct, confidentiality, affirmative action, and substance abuse. In the event that a student fails or refuses to do so, the CLINICAL FACILITY reserves the right to refuse the use of its facilities to such students.

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

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

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

19. A strict code of confidentiality is to be maintained. All information obtained from client records is to be held in confidence. No copies of client records shall be made, and no records or copies thereof are to be removed from the CLINICAL FACILITY. COLLEGE shall require its students and faculty placed at CLINICAL FACILITY to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Clients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the client may be identified in the District's confidential internal records only. Students and instructors of the COLLEGE may inform the Dean/Director of Nursing Education and the Risk Management of COLLEGE regarding incidents or issues related to students and Instructor performance under this Agreement, but COLLEGE shall maintain all such information in confidence. The COLLEGE and its employees, agents or students having any access to records of CLINICAL FACILITY'S clients shall observe all Federal, State and County regulations concerning the security and confidentiality of records including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. CLINICAL FACILITY may require that a confidentiality agreement be executed by any individual accessing CLINICAL FACILITY resources under the terms and intent of this Agreement. In the event of lack of compliance with such request by CLINICAL FACILITY, access under this Agreement will be denied.

20. The COLLEGE and its employees, agents or students accessing CLINICAL FACILITY resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law

regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

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

- (a) Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his receipt of any service, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

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

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

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

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

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

26. This Agreement shall be effective upon execution and shall continue in force for a one-year period from the date of execution and shall be renewed automatically each year thereafter unless terminated according to the conditions so stated herein. The agreement may be terminated by either party at any time without cause giving (60) sixty days written notice to the other party. Upon written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE Nursing Program will be permitted to complete their training under this agreement.

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

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

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

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

COLLEGE

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

CLINICAL FACILITY

Life Care Center of Corona
2600 South Main Street
Corona, CA 92882-5941

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

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

IN WITNESS WHEREOF, the parties have executed this agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. James Buysse

Title: Vice Chancellor, Administration & Finance

Date:

LIFE CARE CENTER OF CORONA

By: _____

Name: Sharon Clark

Title: Executive Director

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-k

Date: June 20, 2006

Subject: Agreement with Fullerton Civic Light Opera Company

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Fullerton Civic Light Opera Company for the Performance Riverside production of Damn Yankees. Fullerton Civic Light Opera Company will provide set and prop rental for the production. The term of this agreement is June 21, 2006 through September 26, 2006. The total fee for this agreement is \$11,467.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve this agreement, from June 21, 2006 through September 26, 2006, for an amount not to exceed \$11,467.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

Fullerton Civic Light Opera Co.

SCENIC RENTAL DIVISION

218 W. Commonwealth, Fullerton CA 92832
Office 714-992-0710 Fax 714-992-1193 E-mail rentfcl@sol.com
Web Site www.fclo.com

SET AND PROP RENTAL AGREEMENT

This is an agreement between the Fullerton Civic Light Opera Co., hereinafter referred to as FCLO and Performance Riverside / Riverside Community College District hereinafter referred to as "Customer" for the rental of Damn Yankees Set & Props owned by FCLO and as described in the inventory/drawings. For the purposes of this agreement, said rental shall commence on the shipment date and end on the return date indicated below. Shipment and return dates are respectively defined as the date in which FCLO goods are shipped and received at FCLO's premises.

Shipment Date / Load Out August 25, 2006

Return Date / Load In September 26, 2006

The total rental fee for Damn Yankees Set & Props shall be \$11,466.50
Additional weeks at \$2,500 per week

Insurance

An agent's certificate of insurance shall be provided by the customer specifically naming FCLO as additional insured and loss payee, which covers the items while in transit to and from FCLO and for the entire period between shipment and return. This certificate shall be in the amount of \$75,000.00. The customer shall pay any deductible amount prior to the application of such insurance coverage. Customer accepts all risks of physical loss or damage from the time the sets/props leaves FCLO's storage facilities until the time that it has been returned. The customer agrees to be liable in full for the expense of repair or replacement of damaged or lost items.

Security Deposit

Customer shall provide a security deposit to FCLO in the amount of \$1,000.00 which shall be held by FCLO to be applied against charges incurred shipping, pulling/restocking fees, and minor damage repairs which may be necessary. Subsequent to payment of all aforementioned expenses, the remainder of the deposit shall be returned to the customer.

Additional Costs

FCLO will appoint a traveling carpenter to be present at customer's load in and initial set-up, and at the strike and load out. Customer will be responsible for traveling carpenter's round trip transportation, lodging, wages and per diem. These arrangements will be entered into under separate cover.

Customer will be responsible for arrangements and costs of shipping production from and returning it to FCLO's storage facilities in Fullerton, CA. FCLO retains the right to be the final option as to which method of shipping will be employed.

Customer will be responsible for all costs of loading out-of and into FCLO's storage facilities. Loading, packing, and unloading fees for this rental are \$1,200.00. The customer understands that this amount is only an estimate and agrees to pay for any additional hours of labor at the same hourly rate if required for this rental.

No Warranty

FCLO makes production available to Lessee in it's present "as is" condition. FCLO makes no warranty, expressed or implied, as to production's suitability for lessee's use, and lessee agrees that it expects no warranty, expressed or implied, as to production's suitability for its use. Lessee accepts production in its current condition and agrees to return it to FCLO in the same condition in which it was shipped. Excepting normal wear and tear any damages or alterations will be the responsibility of Lessee and will be reimbursed to FCLO upon receipt of an invoice for same. FCLO will be the final option as to what constitutes normal wear and tear. The customer agrees that no sets or props shall be altered or repainted (except minor touch-ups) without the prior written consent of FCLO.

Waiver of Liability: Indemnification

The customer shall indemnify and save harmless FCLO against any and all claims for taxes, fines, penalties, damages, injury or loss of life that may result from the transportation or use of FCLO sets and props or other goods.

Recording and Other Uses

This agreement limits the use of all materials furnished to the rehearsal(s) and performance(s) upon the stage or in rehearsal facilities of the customer and shall not include the right to use these materials for broadcast, telecast and film. Excepting archival-use-only and segments not exceeding three (3) minutes in length used for publicity purposes. Customer will neither film, videotape nor visually record production in any way without the expressed written permission of FCLO.

Force Majeure

The customer agrees that FCLO may cancel this agreement due to the suspension of its operations due to war, strike, epidemic, public mourning, acts of God or any or any other such circumstances beyond it's control or without its fault which, in FCLO's opinion, make the carrying out of this agreement impossible or unfeasible.

No 3rd Parties: No Assignment

Neither party may bind the other to a third party without the expressed written approval of the party to be bound. Neither party may cede, transfer or assign this agreement without the expressed written approval of the other party.

Program Credit

The customer shall state in its production program: Scenery Provided by The Fullerton Civic Light Opera Company, Scenery designed by Gill Moralis.

Amendment

This constitutes the entire agreement and it will not be amended except by a writing signed by both parties.

Dispositions

This agreement will be constructed and enforced in accordance with the laws of the state of California. The invalidity of part of this agreement will not affect the other parts thereof, and it will be considered as if the invalid part were omitted.

This agreement does not create a joint venture or partnership between the parties and grants only those rights specifically mentioned herein.

This agreement supersedes all previous agreements, written or verbal, between the parties pertaining to production.

FCLO will ship items ONLY after receipt of:

1. Set/Prop Rental Fee \$8,600 Plus 7.75% tax of \$666.50
2. Security Deposit \$1,000
3. Loading / Unloading Fees \$1,200
4. Certificate of Insurance
5. Set/Prop Rental Agreement (executed)

The signer hereon certifies his/her authority to contract for this rental, and to obligate the customer to all the foregoing provisions thereof, on the customer's behalf.

Customer Performance Riverside

By _____ Date _____

Title _____

Fullerton Civic Light Opera Co.

SCENIC RENTAL DIVISION

218 W. Commonwealth, Fullerton CA 92832
Office 714-992-9710 Fax 714-992-1193 E-mail rentfcl@aol.com
Web Site www.fcl.com

Tuesday, April 18, 2006

Addendum to Performance Riverside set rental of Damn Yankees.

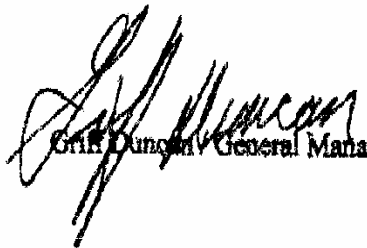
Under Additional Costs:

No traveling carpenter is required.

Recording:

FCLO hereby grants permission to video the Damn Yankee stage equipment owned by FCLO.

Best Regards,


Griff Duncan / General Manager

**FULLERTON CIVIC LIGHT OPERA CO.
CONDITIONS OF LEASE**

1. This property shall at all times remain and be the sole and exclusive property of lessor, and lessee shall have no right or title thereon, except the lease rights herein expressly granted to the lessee.
2. This lease shall continue in full force and effect irrespective of any damage, loss, or destruction of the property, and in the event of any such occurrence, lessee shall be fully responsible for the repair or replacement of the property up to the full replacement cost of the property, plus all costs of lessor, including reasonable attorney's fees, as maybe incurred in the collection of the above.
3. Lessee hereby acknowledges that the merchandise was received in good condition and to the satisfaction of lessee. Lessor makes no warrants, either expressed or implied, as to the fitness of the merchandise for any purpose.
4. Lessee uses rented items at their own risk. Lessor is not liable for any damage or injury that may be caused from rented items.
5. Lessee shall not assign, transfer, or otherwise transfer or dispose of the property or impair or impede lessor's title thereto.
6. This lease and any attached inventory constitute the entire understanding of the parties and shall not be altered or amended except by an agreement in writing signed by the parties hereto.
7. Lessee hereby consents to the jurisdiction of the Superior Court of the State of California in and for the County of Orange, State of California, as the case may be, and agrees that any process or Notice of Motion or other application to a court or judge thereof may be served, inside or outside the County of Orange, State of California, by registered mail or by personal service provided that a reasonable time for appearance is allowed.
8. If lessee is a corporation, the person signing this lease on behalf of such corporation hereby warrants that he or she has full authority from such corporation to sign this lease and obligate the Corporation. Said person and the corporation shall be jointly and severally liable for all rental and all other sums that may at any time be due and owing to lessor under the terms of this lease.
9. Program credit for rented items is required. Stated as follows; Scenery provided by Fullerton Civic Light Opera Co., Designed by GIL MORALIS or The producers wish to thank the Fullerton Civic Light Opera Co. for its assistance in this production, scenery designed by GIL MORALIS.
10. It is understood that Lessee is liable for any damages, other than normal wear to the rented items, up to and including the replacement value of the items, plus all costs of lessor, including reasonable attorney's fees, as may be incurred in the collection of the aforementioned.
11. Lessee agrees not to alter items in any manner without expressed written permission of lessor.

SIGNED _____

DATE _____

PLEASE FAX, E-MAIL, OR SNAIL MAIL SIGNED DOCUMENT TO

Fullerton Civic Light Opera Co. FAX # 714-992-1193 E-MAIL rentfcl@aol.com
218 W. Commonwealth Ave
Fullerton, CA 92832



Fullerton Civic Light Opera Co., Inc.

✓3091

SCENIC RENTAL DIVISION
218 W. COMMONWEALTH AVE., FULLERTON, CALIFORNIA 92832
OFFICE (714) 992-0710 FAX (714) 992-1193 E-MAIL rent@fco.com WEB SITE www.fco.com
HOURS OF OPERATION: 10:00 a.m. - 4:30 p.m. MONDAY - FRIDAY

DATE 2-28-06

INVOICE & SCENERY RENTAL AGREEMENT

LESSEE PERFORMANCE RIVERSIDE SHIPPING AGENT TO BE DETERMINED
ADDRESS 1800 MAGNOLIA AVE SHIPPING ADDRESS _____
RIVERSIDE, CA 92506
TELEPHONE # (951) 222-8221 TOTAL OF RENTAL 8,600
FAX # (951) 222-8940 USE TAX 7.75 666.50
E-MAIL Greta.Cohen@RCC.EDU REFUNDABLE DEPOSIT 1,000
NAME GRETA COHEN LOADING FEE/HANDLING CHG. 1,200
SIGNATURE _____ TOTAL DUE 11,466.50

REFUND CHECK PAYABLE TO: _____ CREDIT CARD # _____
OUT AUG 23, 06 IN SEPT 27, 06

ITEM	REPLACEMENT \$	RENTAL
DANN VANKEERS SET & DROPS	75,000	

PLEASE SIGN AND RETURN OR FAX (714-992-1193) A COPY TO THE BUSINESS OFFICE BEFORE YOUR SHIPMENT OR PICKUP DATE

When rented item(s) are returned by public shipper, ITEM(S) MUST BE INSURED for \$ _____ . Failure to do so will render lessee liable for any damages or loss not paid by shipper up to replacement value stated above.
It is also understood that if Lessee cancels the order, for any reason, Lessee may forfeit his/her deposit.
If the item(s) is not returned on the return date stipulated on this agreement, Lessee will be charged an additional rental charge.
Lessee agrees to pay all shipping charges that may be incurred.
Lessee agrees to all terms stipulated in the Conditions of Lease document.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-1

Date: June 20, 2006

Subject: Service Agreements for 2006-2007 Performance Riverside Season

Background: Attached for the Board's review and consideration are service agreements between Riverside Community College District and V & S Video and Kerry Jones for the 2006-2007 Performance Riverside season. V& S Video will provide filming services to produce an archival video and/or photo CD at a cost of \$2,155.00, and Kerry Jones will provide services as a scenic painter at a cost of \$6,000.00. The terms of these agreements are June 21, 2006 through June 30, 2007. Funding source: General Fund.

The service providers identified in these contracts do not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such they are not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. These agreements have been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, from June 21, 2006 through June 30, 2007, for \$2,155.00 and \$6,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
V&S VIDEO

THIS AGREEMENT is made and entered into on this 21st day of June, 2006, by and between V&S Video, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Filming services to produce an archival video and/or photo CD for each Broadway show for the 2006-2007 Season for Performance Riverside.
2. The services outlined in Paragraph 1a will be provided in Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, and support as appropriate to conduct the services outlined in Paragraph 1a.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from September 1, 2006, through June 30, 2007.
5. Payment in consideration of this agreement includes a service fee that shall not exceed \$2,155.00 payable after receipt of invoice after delivery of archive video and photo CD of each performance. Payment breakdown will be as follows:

1	Archive Video \$250.00 per show	\$1,250.00
1	Photo CD \$150.00 per show	\$ 750.00
	Tax \$31.00 per show	\$ 155.00
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
- 8. Consultant shall adhere to the rehearsal schedule set by the Producing/Artistic Director and shall work under the supervision of the Producing/Artistic Director. Consultant may not miss any required rehearsals or performances without written permission from the Producing/Artistic Director.
- 9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

V&S Video

James L. Buysse
Vice Chancellor, Administration and Finance

Representative

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
KERRY JONES

THIS AGREEMENT is made and entered into on this 21st day of June, 2006, by and between Kerry Jones, located at 215 E. Home Street, Rialto, California 92376, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

10. The consultant agrees to provide scenic painting services for Performance Riverside's 2006-2007 season.
11. The services outlined in Paragraph 1 will be provided in Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, equipment, and support as appropriate to conduct the services outlined in Paragraph 1.
12. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
13. The term of this agreement shall be from June 21, 2006, through June 30, 2007.
14. Payment in consideration of this agreement includes a service fee that shall not exceed \$6,000.00 payable after receipt of invoices for services provided.
15. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
16. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

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

Riverside Community College District

Kerry Jones

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-m

Date: June 20, 2006

Subject: Service Agreements for John Vaughan and Emily Miller

Background: Attached for the Board's review and consideration are service agreements between Riverside Community College District and John Vaughan and for Emily Miller for the Performance Riverside productions of "Dreamgirls" and "The Will Rogers Follies". John Vaughan will provide directing and choreographing services at a total cost of \$12,000.00. Emily Miller will provide stage manager services for a total amount of \$4,000.00. The terms of these agreements are June 21, 2006 through February 17, 2007. Funding source: General Fund.

The service providers identified in these contracts do not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such they are not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. These agreements have been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, from June 21, 2006 through February 17, 2007, for \$12,000.00 and \$4,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

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

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
JOHN VAUGHAN

THIS AGREEMENT is made and entered into on this 21st day of June, 2006 by and between John Vaughan, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Directing and choreographing services for Riverside Community College District's Performance Riverside season production of "Dreamgirls" with scheduled auditions and rehearsals from about October 1, 2006 through November 10, 2006.
 - b. Directing and choreographing services for Riverside Community College District's Performance Riverside season production of "The Will Rogers Follies" with scheduled auditions and rehearsals from about January 1, 2007 through February 9, 2007.
2. The services outlined in Paragraph 1 will be provided in Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. The term of this agreement shall be from June 21, 2006 through February 17, 2007.
5. Payment in consideration of this agreement shall not exceed \$12,000.00 payable after receipt of invoice on the following date:

Dreamgirls	\$8,000.00 payable on 11/10/06
The Will Rogers Follies	\$4,000.00 payable on 2/9/07
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend

the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.

- 7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
- 8. Consultant shall adhere to the rehearsal schedule set by the Producing/Artistic Director and shall work under the supervision of the Producing/Artistic Director. Consultant may not cancel or abbreviate any rehearsals without written permission from the Producing/Artistic Director.
- 9. This contract may be cancelled by either party with 15 days advance notice in writing. Failure to attend required rehearsals and performances constitutes reason for cancellation of this agreement.

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

Riverside Community College District

John Vaughan

James L. Buisse
Vice Chancellor, Administration and Finance

John Vaughan
Director

Date

Date

AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
EMILY MILLER

THIS AGREEMENT is made and entered into on this 21st day of June 2006, by and between Emily Miller, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

10. The consultant agrees to provide stage manager services for Performance Riverside's productions of "Dreamgirls" and "The Will Rogers Follies: A Life in Revue."
11. The services outlined in Paragraph 1 will be provided in the Landis Performing Arts Center on the campus of Riverside City College. The District shall provide the consultant adequate working conditions, and support as appropriate to conduct the services outlined in Paragraph 1.
12. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
13. The term of this agreement shall be from June 21, 2006, through February 17, 2007.
14. Payment in consideration of this agreement includes a service fee that shall not exceed \$4,000.00.

Dreamgirls	\$2,000.00	November 10, 2006
The Will Rogers Follies	\$2,000.00	February 9, 2007
15. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
16. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

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

Riverside Community College District

Emily Miller

James L. Buysse
Vice Chancellor, Administration and Finance

Consultant

Date

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-n

Date: June 20, 2006

Subject: Agreement with Samantha Gallardo

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Samantha Gallardo to provide services as the stage manager for the Summer Conservatory production of "Grease." These services will be used to mount a production for three performances. The term of the agreement is for July 28, 2006 through August 6, 2006, for a fee of \$1,000.00. Funding source: General Fund.

The vendor in this contract is a consultant who does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. The agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for July 28, 2006 through August 6, 2006, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Dean of Instruction
Jodi Julian
Associate Professor, Theatre

AGREEMENT BETWEEN SAMANTHA GALLARDO
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 21st day of June 2006 by and between SAMANTHA GALLARDO hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Stage Manager for the District's Summer Conservatory production of "Grease" with scheduled performances July 28 through August 6, 2006.
 - b. Provide all necessary stage management responsibilities to facilitate the performance of "Grease".
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$1,000.00.
5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Samantha Gallardo

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT AFFAIRS

Report No.: V-A-8-o

Date: June 20, 2006

Subject: Agreement with Samuel French, Inc.

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Samuel French, Inc. to provide royalty, rental, and security fees for the license of a non-equity production of "A New Brain." These materials will be used by the Theatre Department to mount a production for five performances. The term of the agreement is for October 26, 2006 through October 29, 2006, for a fee of \$1,100.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 26, 2006 through October 29, 2006, for an amount not to exceed \$1,100.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Dean of Instruction
Jodi Julian
Associate Professor, Theatre

SAMUEL FRENCH, INC.
45 WEST 25TH STREET
NEW YORK, NY 10010

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ATTN: JODI JULIAN
PERFORMANCE RIVERSIDE
4800 MAGNOLIA AVENUE
RIVERSIDE, CA 92506

Your Reference #0023851
Contract Date: May 03 2006

1. We hereby grant you a non-exclusive license for AMATEUR production of the musical play entitled

A NEW BRAIN

All producers of A NEW BRAIN must give credit to the Authors of the work in all programs distributed in connection with performances of the work, and in instances in which the title of the Work appears for the purposes of advertising, publicizing or otherwise exploiting a production thereof; including, without limitation, to programs, souvenir books and playbills. The names of the Authors must also appear on a separate line in which no other matter appears, immediately following the title of the Work and must be size of type not less than 50% of the size of type used for the title of the Work. Billing must be substantially as follows:

(Name of Producer)
Presents

A NEW BRAIN

Music and Lyrics by
WILLIAM FINN

Book by James Lapine and William Finn

Originally Produced by Lincoln Center Theatre,
New York City

Vocal Arrangements by
Jason Robert Brown

Failure to comply with these stipulations will result in withdrawal of rights and in setting new terms consistent with company policy.

For production at the COLLEGE THEATRE in RIVERSIDE, CA for 5 performance(s) beginning OCT 26, 2006 and ending OCT 29 2006 inclusive. The seating capacity and ticket

print run shall be limited to 100 per performance, with ticket price range of \$5.00, \$10.00, said place of performance, location, number of performances, dates of performances, seating capacity, and ticket prices shall not be altered without written permission from Samuel French, Inc. Samuel French, Inc may withhold permission for any changes at its sole discretion.

2. The license fee agreed upon is \$500.00 for 5 performances.
3. You agree to pay us a rental charge of \$200.00 dollars for 5 performances, in addition to the above license fee, for which we agree to lend you the following material:
 - 1 Piano Conductor Score
 - Synthesizer
 - Drums/Percussion book
 - Reed (Alto Sax, Clarinet, Oboe, Piccolo
 - Horn
 - Cello
 - Bass

(No Chorus Books available.)

For the production of said play to be given by you hereunder, **THESE ARE THE ONLY MATERIALS AUTHORIZED BY THIS LICENSE AND MUST BE RENTED FROM US AS A CONDITION OF THIS OFFER.**

We agree to furnish the rehearsal material approximately 8 weeks before your opening date. (PLEASE ALLOW APPROXIMATELY TEN DAYS FOR DELIVERY)

4. You agree to place with us a deposit of \$400.00 as partial security for the safe return of any material lent to you hereunder. Upon the return of the material to us we shall refund said deposit to you, less charges, if any, for the replacement of any part of the material not returned or returned in bad condition. Said deposit shall not prejudice our right to additional compensation should the damage to or loss of material exceed the amount of the deposit. You will pay postage or any other shipping charges.
5. A. You agree that every care will be taken of your materials and that it will be used for no other purpose except as stated in Paragraph 3 hereof. Any marks made by you (and such marks will be light and in pencil only) in said material are to be erased before the material is returned to us or we shall be entitled to charge you erasing or replacement charges. Your responsibility for these rental materials and charges are outlined fully in the enclosed documentation.
 - B. You agree to reship the material to us (inside delivery) 206 Main Street, Hurleyville, NY 12747 by PREPAID and INSURED EXPRESS NOT LATER THAN THREE DAYS AFTER THE LAST PERFORMANCE HEREUNDER. Should you fail to return the complete material to us within said period we shall be entitled to charge a rental fee of \$10.00 for each day the material is retained by you beyond the time specified.

6. A. When you place your order with us for the rental materials specified in Paragraph 3, you agree at that time to make payment to us of the amount of the license for specified in Paragraph e hereof, the amount of the rental charge specified in Paragraph 3 hereof, and the amount of the deposit specified in Paragraph 4, hereof.
B. If the work is not performed by you, the license fee will be returned. Samuel French, Inc. will be entitled to a rental fee of \$100.00 per month, or any part of a month, for all materials that have been sent to you and not returned to Samuel French, Inc. in addition to shipping charges as set forth in Paragraph 4.
C. You agree that you will place with us your order for rehearsal materials and orchestral materials with payments herein specified, so that it will reach us in sufficient time (two months prior to your opening performance date) to enable our shipment of the materials to you by a shipping service of our choice.
7. You agree that name(s) of the author(s) of the book the composer(s) and lyricist(s) of the said play shall appear in all programs you print or cause to be printed in connections with this production in type not less than 50% of the size of the title and that the names of the author(s), composer(s) and lyricist(s) shall also appear in any paid newspaper ads placed by you, and also houseboards, window cards, and similar publicity under your control.
8. No changes, interpolations or deletions in the book, lyrics or music shall be made in this play for the purpose of your production hereunder.
9. You will furnish us two copies of the program of your production of the said play hereunder.
10. We make no representation as to the condition, adequacy or availability of said materials.
11. All other rights of any sorts or nature in the said play aside from those specifically granted hereunder are reserved to us, with the full right to exercise and make use of such other rights without their being considered in conflict or in competition herewith.
12. All copies of this agreement should be signed by an officer or duly authorized member of your organization and returned to us, accompanied by payment for any sums stipulated herein, which may be due and payable upon such signing. Upon receipt we shall send you a copy of this agreement with our signature and this license shall thereupon become effective.
13. This contract is for live, staged production only. **NO OTHER RIGHTS ARE HEREBY GRANTED, INCLUDING BUT NOT LIMITED TO TELEVISION, FILM, VIDEO CASSETTE, OR AUDIO RECORDINGS. YOU MAY NOT VIDEOTAPE YOUR PRODUCTION FOR ANY REASON WHATSOEVER.**

14. This agreement constitutes an offer revocable by Samuel French, Inc. at any time prior to signature by both parties and the payment of fee or charge as set forth in Paragraph 2, 3 and 4 of this statement.
15. The agreement shall be covered by the laws of the State of New York.

SAMUEL FRENCH, INC.

By _____
Signature and title of license

By: _____
signature of SAMUEL FRENCH agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-p

Date: June 20, 2006

Subject: Agreements for Vocal Jazz Ensemble Recording Project

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and D.B. Mix, Inc. and Paul Sapra to provide services for the RCC Vocal Jazz Ensemble recording project. D.B. Mix, Inc. will serve as recording engineer and Paul Sapra as the bassist. The terms of the agreements are for July 5, 2006 through July 25, 2006, and July 5, 2006 through July 7, 2006, at costs not to exceed \$2,500.00 and \$500.00, respectively. Funding source: General Fund.

The vendors in these contracts are consultants who do not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such the vendors are not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This event does not involve minors; therefore the Child Abuse Reporting Act is not relevant. These agreements have been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, for July 5, 2006 through July 25, 2006, for amounts not to exceed \$2,500.00 and \$500.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Dean of Instruction
Dina Humble
Assistant Professor, Music

AGREEMENT BETWEEN D.B MIX, Inc.
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 21st day of June 2006 by and between D.B MIX, Inc. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
 - a. Recording engineer for the RCC Vocal Jazz Ensemble. Provide all necessary recording, mixing, and mastering responsibilities for the RCC Vocal Jazz Ensemble CD recording project July 5, 2006 through July 25, 2006.
2. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
3. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$2,500.00.
5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

D.B. Mix, Inc.

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

AGREEMENT BETWEEN PAUL SAPRA
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 21st day of June 2006 by and between PAUL SAPRA hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

4. The consultant agrees to provide the following services:
 - a. Bassist for the RCC Vocal Jazz Ensemble Recording project July 5-7, 2006.
5. The services outlined in Paragraph 1, section b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section b.
6. The services rendered by the Consultant are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
4. Payment in consideration of this agreement shall not exceed \$500.00.
7. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
8. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Paul Sapra

Riverside Community College District

Consultant Signature

James L. Buysse
Vice Chancellor, Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-q

Date: June 20, 2006

Subject: Agreement with Lifesigns, Inc.

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Lifesigns, Inc. This is a renewal of an existing agreement to provide sign language interpreter services as needed on the Riverside City and Moreno Valley campuses. The term of the agreement is for July 1, 2006, through June 30, 2007, at the rate of \$60.00/hour standard and \$70.00/hour emergency. The costs are not to exceed \$15,000.00 on the Riverside campus, and \$3,500.00 on the Moreno Valley campus. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2006, through June 30, 2007, for an amount not to exceed \$18,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Dean of Instruction
Lisa Conyers
Dean of Instruction



SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT

Specifications and Responsibilities:

1. Intent

LIFESIGNS, Inc. provides communication services to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.

Subject to the availability of interpreters, LIFESIGNS agrees to provide communication services upon request to CUSTOMER. CUSTOMER agrees to the following conditions, rates and services listed below. The following conditions, rates and services apply for communication services provided by LIFESIGNS on an as-needed basis.

2. Definitions

After-hours: Monday through Friday after 5:00 p.m. and before 8:30 a.m., weekends and holidays.

Business hours: Monday through Friday, between 8:30 a.m. to 5:00 p.m. excluding weekends and holidays.

Emergency Interpreting: Interpreting services requested by medical, mental health or law enforcement with less than 24- hour notice, and also including last minute requests for the same day will be treated as such.

3. Communication Services

Sign Language Interpreting: LIFESIGNS staff and subcontracting interpreters are certified by either the National Association of the Deaf (NAD) or Registry of Interpreters for the Deaf (RID). Most certificate holders have completed professional interpreter, training and have extensive professional interpreting experience

Legal Interpreting: Legal interpreting requires specialized knowledge and rigorous training of legal interpreting, settings and the language used in the legal system.

Team Interpreting: Interpreting demands constant mental and physical stamina, therefore some assignments, particularly those that are lengthy or complex, will require a team of two interpreters rotating at intervals of 20 to 30 minutes.

LIFESIGNS reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally, assignments exceeding 2 hours will require team interpreters.

Tactile Interpreting: This service is a form of sign language interpretation specifically for deaf-blind individuals.

Intermediary Interpreting: An intermediary interpreter (deaf interpreter) may be needed when the communication mode of a deaf consumer is so unique that it cannot be adequately accessed by interpreters who are hearing.

Oral Interpreting: This service involves interpretation by use of facial expression, lip/ mouth movement and hand gestures for deaf and hard of hearing individuals who do not rely on sign language for communication.

Emergency Interpreting: Emergency requests for medical, mental health and law enforcement interpreting are given top priority. Certified sign language interpreters are on call 24-hours a day, 7 days a week specifically for life threatening emergencies.

To request emergency interpreting services during business hours please call (323) 550-4210 or (888) 930-7776. To request emergency interpreting services after-hours please call (800) 633-8883. Please do not call the emergency line to make appointments. This line is for emergencies that require immediate response.

It is recommended that the request be made immediately. Cost of service is incurred to CUSTOMER only when an interpreter is dispatched. Due to the high demand of interpreters, all efforts will be made to provide interpreter as soon as possible.

On rare occasions if LIFESIGNS reasonably believes a client may be a danger to the interpreter, LIFESIGNS has the right to refuse service for that client.

4. Fee Schedule:

Sign Language, Oral and Tactile Interpreting: \$60.00 per hour with a 2-hour minimum.

Team Interpreting: Assignments requiring a team of two interpreters rotating at intervals of 20 to 30 minutes will be charged \$60.00 per hour, per interpreter with a 2-hour minimum.

Emergency Interpreting and last minute requests made for the same day: \$70.00 per hour with a two-hour minimum.

Legal Interpreting: Due to the nature and complexity of legal appointments (i.e. Litigation, Depositions and Mediations) LIFESIGNS requires two interpreters be present for any legal appointments. LIFESIGNS will charge \$400.00 per interpreter for any assignment 4 hours

or less. Any appointments over four hours is charged at \$500.00 per interpreter.

5. Policies and Procedures for CUSTOMER

Communication Services Request

Due to the high demand for communication services, LIFESIGNS requires that all requests must be made with a minimum of 5 to 14 working days advance notice. LIFESIGNS cannot guarantee interpreters for any request made in less than the required notice, however every effort will be made to secure an interpreter.

When requesting an interpreter, please provide the following information:

1. Date of service.
2. Time span of service.
3. Address of assignment (including cross street, room numbers, building, parking location and fees or any other pertinent information).
4. Contact person and phone number at the interpreting site.
5. Nature of the assignment.
6. Billing information (authorized person, attention to whom and purchase orders if required etc...)

Due to tight schedules and our commitment to provide service to as many clients in need, we highly suggest you secure interpreter for the exact time you anticipate to complete your request. Any assignment going over original time requested, excess time will be billed at EMERGENCY RATE.

Cancellation / No Show Policy

Cancellation for assignments lasting two hours or less will require 25-business hour advance notice of cancellation. Cancellation for assignments lasting longer than two hours will require a 49-business hour advance notice of cancellation. LIFESIGNS requires that all cancellations MUST be in writing via fax 323/550-4215 or e-mail gmartinez@gladinc.org.

Cancellation must be made during business hours. If the cancellation is not made within the specified amount or time, the CUSTOMER will be billed for the total amount of time requested. Weekend and holidays are not considered regular business hours.

The failure of CUSTOMER'S client or patient to show up for the scheduled appointment will not discharge the CUSTOMER from responsibility of full payment for services.

Remittance for Service

Payment of invoice(s) is required within 30 days of receipt by CUSTOMER of invoices.

LIFESIGNS agrees that it will look solely to CUSTOMER for payment of fees for services rendered to CUSTOMER'S members. LIFESIGNS shall not directly bill, charge, collect or receive any form of payment from CUSTOMER'S member harmless in the event CUSTOMER cannot or will not pay for services.

Independent Contractor Status

The parties hereto are independent contractors at all times and neither shall be considered the employee, agent or partner of the other.

Grievance Procedures

Suggestions for improving LIFESIGNS are always welcome. At some time during the contractual relationship, the CUSTOMER may have a complaint, suggestion or question regarding LIFESIGNS Policies and Procedures or services. Good-faith complaints, questions and suggestions are also of concern to LIFESIGNS. Please use the following guidelines when addressing concerns:

1. Within a week of the occurrence, please inform the Director of LIFESIGNS who will then investigate and attempt to provide a solution or explanation. If the complaint is regarding the Director, the CUSTOMER has the right to bring the situation to the attention of the CEO of the Greater Los Angeles Agency on Deafness, Inc. (Parent organization).
2. CUSTOMER may also state the concern in writing and present it to the Director of LIFESIGNS.

In order to resolve an issue through grievance procedures, a written statement must contain the following:

- Provide a specific complaint, suggestion or question.
- Describe what took place.
- Furnish date/s of incidents. Include names and title of individuals who are part of the grievance, suggestion or question.
- Include all supporting documentation.
- State a resolution or suggestion on an action to bring resolution.
- Avoid assumptions, use facts.

Termination or Services

Either party may terminate this Agreement without cause effective 30 days after receipt of written notice provided to the other party by the terminating party.

Either party may terminate this Agreement with cause for any material breach of this Agreement upon notice served to the other party specifying the nature of the breach.

The breaching party shall have 30 days to cure the breach and, if it fails to so cure the breach, the Agreement shall terminate immediately at the end of the 30-day notice period.

Hold Harmless

The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses (including without limitation actual attorneys fees) liabilities resulting from their own acts or omissions in connection with the performance of this agreement.

Each party hereto shall, at its own sole cost and expense, procure and maintain such policies of professional liability and/ or errors and omissions insurance, and other insurance as shall be necessary to insure them and their employees, agents or affiliates against any claim or claims for damages arising by reason of the performance by either party of the obligations required by this agreement.

Governing Law and Partial Invalidity

LIFESIGNS hereby acknowledges that CUSTOMER is a California Health Care Service Plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (the Act) as amended, and both parties shall be bound by the terms and requirements of the Act and regulations promulgated therefore.

Further, LIFESIGNS acknowledges that CUSTOMER, its providers and its business partners are subject to laws and regulations relating to state and federal public health programs, including Medi-Cal and Medicare programs. The parties hereto agree that they shall comply with all laws and regulations relating to such public health programs.

LIFESIGNS understands and acknowledges that, as part of this Agreement, it will compile and maintain or have access to certain medical information relating to CUSTOMER'S members and that such information is subject to the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereto. LIFESIGNS agrees that it shall maintain the confidentiality and security of personally identifiable health information relating to CUSTOMER'S members and shall insure that its subcontractors comply with such laws and regulations.

LIFESIGNS agrees to enter into a "Business Associate Agreement" with CUSTOMER when and as required by HIPAA and its regulations.

The laws of the State of California shall govern this agreement. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Amendments

This Agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party

hereto. All such amendments shall be attached hereto and shall become a part of this Agreement immediately upon full execution of each amendment.

Any provisions required to be in this Agreement by any applicable law or regulation shall bind both parties to this Agreement, whether or not expressly provided in this Agreement. Either party shall notify the other party of such requirement in writing at least 30 days before the effective date of such law or regulation.

Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given immediately if personally delivered or two business days after having been placed in the United States mail, addressed to the addresses set forth below the signatures on this Agreement.

Counterparts

This Agreement may be executed in counterparts, each one of which shall be deemed an original and all of which together shall constitute one and the same document.

The undersigned understands and agrees to comply with the policies and procedures for utilizing Communication Services from LIFESIGNS, Inc.

CUSTOMER INFORMATION

Riverside Community College District

Agency
Name

Maureen J. Paul

Contact Person

(951) 222-8621

Contact Phone Number

James L. Buysse

Authorized Agent Name (print)

Authorized Signature

Dr. Patricia Hughes CEO LIFESIGNS
Tax ID: 95:4044564

4800 Magnolia Ave.

Billing Address

Riverside, CA 92506

City, State, Zip

(951) 222-8073

Contact Fax Number

Vice Chancellor, Administration and Finance

Title

Date

Interpreter Referral Specialists

(323) 550-4210 or (888)930.7776 Contact Phone
Number

(323) 550-4215

Contact Fax

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-r

Date: June 20, 2006

Subject: Agreement with Spitz, Inc.

Background: Presented for the Board's review and consideration is an agreement between the Riverside Community College District and Spitz, Inc. This is a renewal of an existing agreement for the preventive maintenance services for the star projector system in the Planetarium. The term of the agreement is August 1, 2006 through July 31, 2007. Under the terms of this agreement, the District will pay \$7,210.00 for the cost of one maintenance call, including parts. If the call exceeds three working man days, the price for such additional service shall be \$700.00 per working man day or any part thereof. Funding source: General Fund.

This activity is considered low risk in nature. This agreement has been reviewed by Ed Godwin, Director of Administrative Services, and Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from August 1, 2006 through July 31, 2007, for an amount of \$7,210.00 (plus \$700.00 for additional services after three days, as necessary), and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia McKee-Leone
Interim Dean of Instruction
Scott Blair
Director, Planetarium



May 31, 2006

Mr. Scott Blair,

Our records indicate that your Preventive Maintenance Agreement expires on the following date:

July 31, 2006

Renewal of your Preventive Maintenance Agreement at this time will prevent any lapse in coverage or reduced reliability of your planetarium equipment.

Enclosed are two copies of the agreement for your use. If you wish to renew your agreement at this time, please sign both copies and return them with your purchase order. Spitz will sign and return one copy for your records.

Spitz in its efforts to provide the highest quality preventive maintenance service at the lowest possible cost would appreciate customer flexibility in selection of scheduling dates. Partial and full weekend scheduling is also available for customers that desire equipment service during off peak times.

Renewing your agreement is in effect an extension of the original factory warranty, you will also receive substantial discounts on items you purchase during the term of the agreement.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Charles Wilkin".

Charles Wilkin, Supervisor
Customer Service

SPITZ, INC

P.O. Box 198, Route 1
Chadds Ford, PA 19317
U S A
Tel 610. 459. 5200
Fax 610. 459. 3830
e-mail:
spitz@spitzinc.com



**PLEASE SIGN AND RETURN
WITH PURCHASE ORDER**

**PREVENTATIVE MAINTENANCE
AGREEMENT NO. 236**

This AGREEMENT made this 1st day of August 2006 by and between SPITZ, INC., a Delaware corporation ("Spitz") and Riverside Community College ("Customer"), Riverside, CA 92506

WHEREAS, Customer owns a Model A5ATM4 planetarium instrument and desires to enter into a Preventative Maintenance Agreement with Spitz upon the terms and conditions hereinafter provided.

WHEREAS, Spitz is in the business of servicing planetariums and desires to enter into a Preventative Maintenance Agreement with Customer upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, the parties hereto mutually agree as follows:

1. Services.

(A) Spitz will make one (1) preventative maintenance call at the customer's location between

8/1/06 and 7/31/07

to service at the price stated in Subparagraph 2(a), the A5ATM4 Model planetarium instrument, its related controls and the following standard auxiliaries and their controls: Spitz projection orrery, geocentric earth, pole, latitude, zenith, cardinal points, satellite, instrument-mounted twilight, hand sextant, astro triangle and pointer, (the instrument, its controls, the standard auxiliaries and their controls being hereinafter referred to collectively as the "Planetarium").

(B) During this call, Spitz will inspect, clean, lubricate and furnish and install all parts which Spitz deems necessary, except that Spitz shall not be required to supply the mercury xenon arc source nor any other parts of the Planetarium if any such parts should be required because of accident, fire or abuse. The determination of whether parts are required because of accident, fire or abuse shall be made by Spitz, in its sole discretion.

(C) Spitz shall spend as much time on the preventative maintenance call as it deems necessary to perform the above services except that Spitz shall not spend more than three (3) working man days performing the above services unless Spitz agrees and Customer pays Spitz additional compensation as provided in Subparagraph 2(b).

(D) If customer requests Spitz to make an additional service call during the term of this Agreement, then Customer agrees to pay Spitz additional compensation as provided in Subparagraph 2(c).

For the purpose of this Agreement, a "working day" shall not exceed eight (8) hours during any twenty-four (24) hour period.

(E) If during the term of this Agreement, any parts of the Planetarium, (excluding the mercury xenon arc source or any other lamps), become defective, Spitz agrees to repair or replace such defective parts at no additional cost if defective part(s) are sent to Spitz, postage prepaid, and if Customer has already made its required payment under Subparagraph 2(a). The determination of whether parts are defective will be made by Spitz. It is further understood that Spitz will not repair or replace any parts that have become defective because of accident, fire or abuse and that such determination will be made by Spitz in its sole discretion.

2. Price

(A) **Preventative Maintenance Call.** The price for the one (1) maintenance call, including parts, as set forth in paragraph 1 of this Agreement, shall be

Seven thousand two hundred ten dollars (\$ 7,210.00), payable by Customer prior to the date Spitz is scheduled to commence its service of the Planetarium.

(B) **Additional Working Days.** If customer requests Spitz to spend more than three (3) working man days during its preventative maintenance call and Spitz so agrees, then the price for such additional service shall be seven hundred dollars per working man day or any part thereof. The Customer agrees to provide Spitz with written authorization signed by an authorized representative of Customer, stating the additional price covering such additional service prior to the time that Spitz performs any service during additional working days. The Customer agrees to pay Spitz in full within ten (10) days from receipt of invoice for such additional service.

(C) **Additional Service Calls.** If customer requests Spitz to make an additional service call during the term of this Agreement, then customer agrees to pay Spitz \$700.00 for each working man day that is required, plus transportation expenses to and from Spitz plant and Customer's location. Customer agrees to provide Spitz with written authorization signed by an authorized representative of Customer, stating the additional price covering such additional service prior to the time that Spitz performs any additional service. The Customer agrees to pay Spitz in full within ten (10) days from receipt of invoice for such additional service and transportation.

3. Time of Performance. Upon signing this Agreement, Customer shall submit to Spitz a written list of five (5) suggested three (3) day periods during which Customer desires Spitz to make its preventative maintenance call. Within 30 days of the anticipated service call dates, Spitz will attempt to notify the Customer. Consistent with Spitz scheduling requirements and the most efficient routing of its qualified personnel, Spitz shall attempt to select dates which have been suggested by Customer in its list. Customer realizes, however, that this may not be possible and Customer agrees to set aside the three (3) consecutive days which have been selected by Spitz to perform its service. During this period of time, Customer agrees that the planetarium will be continuously available to Spitz without any interference whatsoever from Customer, its employees, or third parties. Customer agrees that during the preventative maintenance period, Customer will not operate the Planetarium nor will the Planetarium be opened to use by any person other than Spitz. Customer further agrees to make available to Spitz a reasonable number of employees to assist Spitz in operating the Planetarium and the facility in which it's located, and to cooperate with Spitz in its efforts to conduct preventative maintenance activities.

SPITZ, INC

P.O. Box 198, Route 1
Chadds Ford, PA 19317

U S A

Tel 610. 459. 5200

Fax 610. 459. 3830

e-mail:

spitz@spitzinc.com

If customer requests any additional service calls during the term of this Agreement, Spitz, consistent with its scheduling requirements and the most efficient routing of its qualified personnel, shall use its best-efforts to make this call as soon as reasonably possible.

4. **TERM.** The term of the Agreement shall be for a period of one (1) year beginning on the date hereof.

5. **No Warranties.** THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PLANETARIUM, ANY PARTS SUPPLIED BY SPITZ, OR THE QUALITY OR EXTENT OF ANY SERVICES PROVIDED BY SPITZ UNDER THIS AGREEMENT. SPITZ DOES NOT ASSUME OR AUTHORIZE ANY PERSON TO ASSUME, ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY. THE SOLE LIABILITY OF SPITZ HEREUNDER SHALL BE THE REPLACEMENT OF DEFECTIVE PARTS AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT.

6. **Liability of Spitz.** Spitz shall not be liable to Customer for any delay in furnishing parts or performing its service hereunder.

7. **No Waivers.** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way effect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

8. **Governing Law.** This Agreement, and all questions of its interpretation, performance, enforcement and the rights and remedies of the parties hereto shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

9. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successors and assigns.

10. **Severability of Provisions.** In the event that any provision hereof is adjudicated unlawful or unenforceable, the remaining provision hereof shall remain in full force and effect the provisions adjudicated unlawful or unenforceable shall be deemed null and void, and this Agreement shall continue in effect as though the said provision had never been included herein.

11. **Notices.** All notices which are required or permitted or may be given in connection with this Agreement shall be in writing and shall be sufficient in all respects if delivered personally or by registered or certified mail, return receipt requested, postage prepaid as follows:

If to Spitz:

700 Brandywine Drive
PO Box 198
Chadds Ford, Pennsylvania 19317-0198
Attention: President

If to Customer:

The destination herein provided may be changed by notice given in accordance with this Paragraph.

12. **Captions.** The captions of the paragraphs of this Agreement are for convenience only; they form no part of this Agreement and shall not effect its interpretation.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to preventative maintenance of the Model A5ATM4 Planetarium owned by Customer. It supersedes all prior agreements and understandings between parties and may not be changed or terminated orally, and no change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

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

SPITZ, INC.

By:.....
Corporate Office

CUSTOMER NAME

By:.....
Signator's Name and Title

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-s

Date: June 20, 2006

Subject: Agreement with Riverside Mission Pediatric Medical Group

Background: Presented for the Board's review and consideration is a proposed agreement between Riverside Community College District and Riverside Mission Pediatric Medical Group to provide clinical externship opportunities for the Emergency Medical Services program. The term of this agreement begins June 21, 2006, and continues until terminated by either party.

Funding source: No cost to the District.

The EMS Program believes that the benefits of the agreement outweigh the risks and is asking the Board for a waiver of the additional insured and hold harmless provision. This agreement has been reviewed by Ed Godwin, Director of Administrative Services, Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ronald Vito, District Dean of Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from June 21, 2006, until terminated, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Lisa Conyers
Dean of Instruction
Chris Nollette
Director, Emergency Medical Services Program

COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT

THIS COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as "Agreement") is entered into on this 21st day of June, 2006, by and between the Riverside Community College District, Riverside, California, (hereinafter referred to as "the COLLEGE") and Riverside Mission Pediatric Medical Group, (hereinafter referred to as "the PROVIDER"). (The COLLEGE and the PROVIDER shall collectively be referred to herein as "the Parties").

WITNESSETH:

WHEREAS, the COLLEGE maintains a student Emergency Medical Technician Program and a student Paramedic Program, (hereinafter collectively referred to as "the EMS Program");

WHEREAS, the EMS Program has certain requirements for students to gain clinical experience while enrolled in the EMS Program;

WHEREAS, the PROVIDER maintains certain facilities which lends itself to the provision of said clinical experience for students of the EMS Program;

WHEREAS, the COLLEGE and the PROVIDER desire to cooperate in the EMS Program and to use the facilities of both Parties in connection therewith; and

WHEREAS, the PROVIDER shall retain ultimate responsibility for the care of the patients served by students in the EMS Program.

NOW, THEREFORE, IT IS AGREED:

1. The COLLEGE shall assume full responsibility for the preparation of practitioners for positions in Emergency Medical Services (EMS).
2. The COLLEGE shall be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.
3. The COLLEGE shall select, test, and supervise the students admitted to the EMS Program at the time of admittance and throughout the period of time prescribed for its

completion.

4. The COLLEGE shall provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at the PROVIDER. The instructors and the Director of the EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel. The instructor/student ratio shall not exceed the ratio listed for the EMS Program in accordance with the State of California EMT-I and EMT-P policies.

5. The COLLEGE shall provide each new instructor an opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.

6. The COLLEGE shall provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.

7. The COLLEGE shall provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program, similar to those maintained for all other students at California EMS Academy.

8. The COLLEGE shall furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.

9. The PROVIDER shall provide the following:

- (a) Full cooperation on its part to help ensure success of the EMS Program.
- (b) The cooperation and counsel of the PROVIDER'S administrative and professional staff in the operation of the EMS Program, in accordance with this Agreement.
- (c) Equipment and supplies needed for instruction within the individual areas where students are assigned, after consultation with the EMS Program Director.

- (d) As broad an experience as possible with opportunities for observation, participation, and independent activity involving patient contact through the program(s) offered by the PROVIDER.
- (e) Ultimate control and responsibility for supervision and oversight of patient care at all times.

10. The PROVIDER shall retain ultimate control and responsibility for supervision and oversight of patient care at all times.

11. Should emergency treatment be necessary for students in the event of accident or sudden illness, the cost of such treatment shall be covered under the COLLEGE'S worker's compensation coverage by filing a completed claim form with the COLLEGE'S Risk Management Department. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE's Risk Management Department. The Parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.

12. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations and policies, including, but not limited to: those governing professional conduct, confidentiality, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event that a student fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities by such students.

13. Each student in the EMS Program, prior to beginning field time with the PROVIDER, shall provide documentation of health status to the EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. Each paramedic student in the EMS Program will have one (1) year and 2,000 hours of pre-hospital experience prior to beginning field time with the PROVIDER.

14. The number of students participating in the EMS Program who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.

15. Students are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.

16. A strict code of confidentiality is to be maintained by all participants in the EMS Program. All information obtained from patient records is to be held in strict confidence. No copies of patient records shall be made, and no records or copies thereof shall be removed from the PROVIDER. Patients shall not be identified in any manner in reports or case studies undertaken by students or instructors. In the event of an accident or incident, the patient may be identified in the COLLEGE'S confidential internal records only. The COLLEGE and its employees, agents and students having any access to records of the PROVIDER'S patients shall observe all Federal, State, County and Local laws and regulations concerning confidentiality of records. PROVIDER may require that a confidentiality agreement be executed by individuals accessing PROVIDER resources under the terms and intent of this Agreement. In the event of an individual's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement hereinafter required to be entered into with the PROVIDER for access to PROVIDER resources, or his/her breach of the terms of any such agreement with the PROVIDER, access to PROVIDER'S resources, or continued access to PROVIDER'S resources, as applicable, shall be denied under this Agreement.

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

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

- (a) Denying an eligible person or providing to an eligible person any service or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- (b) Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service or benefit, except when necessary for infection control.
- (c) Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- (d) Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- (e) The assignment of times or places for the provision of services on the basis of race, religion, color, creed, ancestry, sexual preference, marital status, medical condition, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

18. Students enrolled in the EMS Program are provided coverage under the COLLEGE'S professional liability insurance. The COLLEGE shall provide certificates of insurance to the PROVIDER on or before the effective date of this Agreement. The certificates of insurance shall indicate that the respective insurance policies shall be maintained throughout the term of this Agreement. The COLLEGE shall add PROVIDER as an additional covered party under its general liability coverage with a JPA. Additional Insured status is limited to liability arising from the acts or omission of RCCD students or employees. PROVIDER shall be given notice, in writing, at least thirty (30) days in advance of any cancellation, modification or reduction in coverage. RCCD shall obtain coverage through a program of self-insurance and coverage from a JPA.

19. The COLLEGE shall defend, indemnify and hold harmless the PROVIDER, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the COLLEGE, any COLLEGE instructor, any student or personnel assigned to the PROVIDER by the COLLEGE, relating to, or in any way connected with the training of any student(s) participating in the EMS PROGRAM under this Agreement. The COLLEGE shall have the right to conduct any investigation necessary to implement this provision.

20. The PROVIDER shall defend, indemnify and hold harmless the COLLEGE, its officers, employees, agents, contractors and subcontractors from and against any and all liability, claims, demands, lawsuits, actions, arbitration proceedings, judgments, damages, losses, costs, expenses, of any nature, including worker's compensation claims, reasonable attorney's fees and court costs whatsoever, including for any injury, illness or wrongful death, arising out of any negligent acts or omissions of the PROVIDER, its employees, officers or agents, relating to, or in any way connected with the training of any student(s) participating in EMS Program under this Agreement. The PROVIDER shall have the right to conduct any investigation necessary to implement this provision.

21. This Agreement shall be effective upon execution by both Parties and shall continue in force until terminated by either party. The Agreement may be terminated by either party with or without cause at any time upon one (1) month written notice to the other party provided that in the event of termination, those students enrolled at the time in the COLLEGE EMS Program may be permitted to complete their training pursuant to and under this Agreement in the sole discretion of the PROVIDER on the condition the COLLEGE agrees to continue the effectiveness of the provisions of this Agreement with regard to the students.

22. The PROVIDER may provide training experience to students of the EMS Program in other healthcare fields offered by the COLLEGE upon receipt by the PROVIDER of requests

for such training and the provision of administrative evaluations by the PROVIDER of the availability of PROVIDER resources for such training and the written consent of both Parties to this Agreement.

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

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

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

COLLEGE

EMS Program
Riverside Community College District
Ben Clark Training Center
3423 Davis Ave. Perris, CA 92507
Riverside, CA 92518

PROVIDER

Riverside Mission Pediatric Medical
215 W. Fourth Street

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

26. Jurisdiction, Venue, Attorney's Fees: This Agreement is to be constructed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should any action, suit or proceeding be brought to enforce or to interpret the provisions of the Agreement or as a result of alleged breach of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include such an

award thereof.

27. Assignment: This Agreement shall not be assigned by either party without the prior written consent of the other party.

28. Waiver of Subrogation Rights: The COLLEGE shall require the carriers of all required insurance policies to waive all Rights of Subrogation against the PROVIDER or their officers, officials, employees, agents, volunteers, contractors and subcontractors.

29. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the Parties.

30. Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties as agree that the effective date of this Agreement shall be the date of the last Party to execute the Agreement.

By: _____
Riverside Mission Pediatric
Medical Group

By: _____
Dr. James Buysse
Riverside Community College District

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-t

Date: June 20, 2006

Subject: Facility Use Agreements

Background: Presented for the Board's review and consideration are facility use agreements between Riverside Community College District and Brunswick Classic Lanes, Cresta Verde Golf Club, and Corona-Norco Unified School District. These are agreements to use the Brunswick Classic Lanes, Cresta Verde Golf Club, and Norco High School as sites for classes for the Norco Campus. The terms of the agreements are July 1, 2006 to June 30, 2007, and June 21, 2006 to August 15, 2007. Funding source: No cost to the District.

These agreements have been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended the Board of Trustees approve the agreements, from July 1, 2006 to June 30, 2007 and June 21, 2006 to August 15, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Dawn Lindsay
Dean of Instruction



AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
BRUNSWICK CLASSIC LANES

WHEREAS, Riverside Community College District, a governmental body hereinafter designated "the District" desires to use the facilities and premises of Brunswick Classic Lanes, 1800 Hamner Avenue, Norco, CA 92860, for the purpose of holding college level educational classes; and

WHEREAS, Brunswick Classic Lanes, hereinafter designated "Brunswick" desires to cooperate with the District in the use of its facilities.

NOW, THEREFORE, the parties agree as follows:

1. Brunswick shall bear all costs of utilities for heat, light and power. Brunswick shall provide all comforts conducive to a Physical Education class such as lighting, air conditioning, heat and water.
2. The District will be liable for any damages up to \$10,000 sustained to the building or equipment through occupancy of the building.
3. The District shall not make or permit other persons to make any alterations to premises without first obtaining the written consent of Brunswick.
4. The use of said facilities will be shared by Brunswick and the District on days when classes are in session, July 1, 2006 to June 30, 2007 (Summer, Fall, Winter and Spring Sessions). The lanes provided by Brunswick shall be determined in consultation with the District. Classes will not be in session on the following dates:

July 4, 2006	January 1, 2007
September 4, 2006	January 15, 2007
November 10, 2006	February 16-19, 2007
November 23-26, 2006	April 9-13, 2007
December 25, 2006	May 28, 2007

5. Brunswick Classic Lanes shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Brunswick, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death, (Brunswick employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services

contemplated hereunder, and Brunswick shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

6. Brunswick shall procure and maintain comprehensive general liability insurance coverage that shall protect the District from claims for damages for personal injury, including, but not limited to, accidental wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as the District's activities under this contract. Such insurance shall name the District 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.

This agreement has been read and agreed upon by the following officers or representatives of both organizations.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BRUNSWICK CLASSIC LANES

By: _____
James L. Buysse

By: _____

Title: Vice Chancellor, Administration & Finance

Title: _____

Dated: _____

Dated: _____



AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CRESTA VERDE GOLF CLUB

WHEREAS, Riverside Community College District (RCCD) desires to use the facilities and premises of Cresta Verde Golf Club, 1295 Cresta Road, Corona, CA 92879 (Cresta Verde), for the purpose of holding college level educational classes; and

WHEREAS, Cresta Verde desires to cooperate with RCCD in the use of its facilities;

NOW THEREFORE, the parties agree as follows:

1. For the use of range balls at Cresta Verde, RCCD students will pay a fee of \$2.00 per person per class. Fee to be collected by Cresta Verde at each class meeting. Use of Cresta Verde will be for July 1, 2006 to June 30, 2007 (Summer, Fall, Winter and Spring Session). There will be no charge for the use of the driving range and putting green.
2. RCCD will be responsible for any damages sustained to the facility up to \$10,000 which is a direct result of use by RCCD.
3. Cresta Verde will hold harmless and indemnify RCCD for any claims, lawsuits or liabilities of any type suffered by RCCD arising from Cresta Verde's acts or omissions in the performance of this contract. RCCD will hold harmless and indemnify Cresta Verde for any claims, lawsuits, or liabilities of any type suffered by the Contractor arising from RCCD's acts or omissions in the performance of this contract.
4. Cresta Verde and RCCD will share the use of said facility on days when classes are in session. RCCD holidays are as follows:

<u>Holidays:</u>	July 4, 2006	Sept. 4, 2006	Nov. 10, 2006
	Nov. 23-26, 2006	Dec. 25, 2006	Jan. 1, 2007
	Jan. 15, 2007	Feb. 16-19, 2007	April 9-13, 2007
	May 28, 2007		

This agreement has been read and agreed upon by the following officers or representatives of both organizations.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

CRESTA VERDE GOLF CLUB

By: _____

By: _____

James L. Buisse
Title: Vice Chancellor, Administration & Finance

Title: _____

Date: _____

Date: _____

CORONA-NORCO UNIFIED SCHOOL DISTRICT
 2820 CLARK AVENUE • NORCO, CALIFORNIA 91760 • (909) 736-5020

APPLICATION AND PERMIT FOR USE OF DISTRICT FACILITIES

Room: Classrooms School Name: Norco High School
(LIST SPECIFIC NAME OF FACILITY, LOCATION, ROOM, ETC., FOR WHICH YOU ARE APPLYING TO USE)

Use Date(s): June 21, 2006 to August 15, Preparation Time: 6:00 to 10:15pm
 Actual Program Time: 6:00 to 10:15pm

Type of Program or Event: College Classes Estimated Attendance: 35 per class
 Organization: Riverside Community College - Norco Campus

Address: 2001 Third Street City: Norco Zip: 92860 Tel.#: 372-7017

Open to Public? Yes No Will Admission be charged or Donation Accepted? Yes No

If yes, Price of Admission: \$ _____ If yes, what will net proceeds be used for? _____

Comments/Special Requirements: Request the use of academic classroom . Classrooms should be located close to each other. Also, requested is the tennis court lights to be on during dark times.

- I, the undersigned, certify that:*
- In submitting this application, I have read and understand the District Policies and Procedures and will abide by the special conditions set forth. I certify that the intended use, as detailed above, is in compliance with said rules and regulations subject to advanced payment of all permit fees, including application deposit, certification of insurance requirements (if required), and approval by the District Superintendent or the designated representative.
 - The applicant agrees to hold the Corona-Norco Unified School Board of Trustees, the individual members thereof, and all the officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use of occupancy of facilities.
 - I will be personally responsible on behalf of the applicant for any damages sustained by the buildings, furniture, or equipment, accruing through occupancy or use of said building by the applicant. Any lost equipment or damages sustained to the above shall be compensated within seven days.
 - The above-mentioned hours will be strictly observed, and should it be necessary to extend the time beyond that specified in this application, special permission must be obtained from the Principal or his designee before the event convenes and in such instances additional charges may be made.
 - The reservation is granted with the understanding that the District may cancel this permit when the facility is needed for their own program. I further understand it is my responsibility to notify the District of any cancellations on my part.
 - To the best of my knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means: That the organization on whose behalf I am making application for use of school property, does not, to the best of my knowledge, advocate the overthrow of the Government of the United States or of the State of California, by force, violence, or other unlawful means, and that, to the best of my knowledge, it is not a communist-action organization or communist-front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Signature of person requesting permit: _____ Print Name: _____
 Address: 2001 Third street Norco, Ca 92860 Telephone (Home): _____
 Business: (951) 372-7017

BUSINESS OFFICE USE

Insurance Certificate Required: Yes No
 If yes, date received: _____

Fee Group I II III IV

ESTIMATED CHARGES		ACTUAL CHARGES	
Meeting Space	\$ _____	Meeting Space	\$ _____
Equipment	\$ _____	Equipment	\$ _____
Personnel: Reg _____ Spec _____	\$ _____	Personnel	\$ _____
Special	\$ _____	Special	\$ _____
Total District	\$ _____	Total District	\$ _____
Charges Estimated	\$ _____	Charges Estimated	\$ _____

*Payment pursuant to this category must be received at the time of application. Checks to be made payable to the order of: Corona-Norco Unified School District.

Approval: School Administrator _____ Date _____
 Approval: District Administrator _____ Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-u

Date: June 20, 2006

Subject: Agreement with Douglas Luffborough

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Douglas Luffborough, to deliver the keynote address for the Norco Campus Educational Talent Search Program's annual awards banquet. The term of this agreement is May 13, 2006, and includes a fee of \$1,500.00. Funding source: Educational Talent Search Grant.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for May 13, 2006, for an amount not to exceed \$1,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
President

Prepared by: Edward C. Bush
Dean, Student Services

Agreement between Riverside Community College District
And
Douglas Luffborough

This agreement is entered into the 10th day of May, 2006, between Riverside Community College District (RCCD), herein after referred to as "District", and Douglas Luffborough III, herein referred to as "Contractor."

1. This agreement is effective for services to be rendered on the date of May 13, 2006.
2. The contractor agrees to provide a keynote speech to be addressed for the Riverside Community College, Norco Educational Talent Search Annual Senior Recognition Luncheon.
3. The Contractor agrees to engage in discussion pertaining to the benefits of higher education at the luncheon.
4. The Contractor agrees to prepare educational resources and copies to provide students with activities that will enhance their post-secondary educational experience.
5. The District agrees to accept the keynote address and agrees to pay the Contractor for the services rendered at \$1500.00 for the complete project.
6. This Agreement supersedes any and all other agreements, either oral or written between the parties hereto with respect to the subject and purpose of the Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this agreement.
7. The Contractor shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors, or omissions of the Contractor, his employees, or agents.
8. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

In witness whereof, the parties have executed this Agreement as of the date and year written above.

District

Contractor

By:

By:

Signature

Signature

Name: Dr. James Buysse

Name: Douglas Luffborough, III

Title: Vice Chancellor of Administration
and Finance

Title:

Address: 4800 Magnolia Avenue
Riverside, CA 92506

Address: _____

Phone#: (951) 222-8047

Phone #: _____

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-v

Date: June 20, 2006

Subject: Agreement with Ocean Institute

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside City College District and Ocean Institute, to provide training for RCC Teacher Preparation students and high school junior and senior students on an advanced floating laboratory at Dana Point, California on June 22, 2006, in an amount not to exceed \$1,150.00. The one-day program is part of the Teacher Preparation and Education Program Copernicus Summer Science Camp. Forty-five students, faculty, and staff (including four faculty and an administrator from Chaffey Community College) will apply sampling and research protocols for water chemistry and biological monitoring. Funding source: UC Regents, Copernicus Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for June 22, 2006, for an amount not to exceed \$1,150.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

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

OCEAN INSTITUTE
24200 Dana Point Harbor Drive
Dana Point, CA 92629

(949) 496-2274
www.ocean-institute.org

Riverside City College
4800 Magnolia Avenue
Riverside, CA 92506
Attention: Peggy Amodeo

Program Agreement

Thank you for your participation in our Field Study Program. PLEASE READ THE FOLLOWING CAREFULLY.

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on both sides of this form.
2. Please sign immediately and mail the white copy to: Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point, CA 92629. A NON-REFUNDABLE DEPOSIT MUST BE INCLUDED. YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 10 DAYS PRIOR TO PROGRAM DATE IN THE FORM OF ONE CHECK ONLY.
3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received IN WRITING by the Ocean Institute AT LEAST 90 DAYS PRIOR to the scheduled program date, i.e. on or before Friday, March 24, 2006. WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.

Program Name:	Advanced Floating Laboratory
Date and Time:	Thursday, 6/22/2006 12:00 PM to 4:00 PM (Check In: 11:45 AM)
Responsible Party:	Ms. Peggy Amodeo (Riverside City College)
Contact Info:	E-mail: peggy.amodeo@rcc.edu
Reservation Notes:	
Program Notes:	Maximum combination of students/adults is 45. The suggested adult to Student ratio is 1:10, however, please bring a minimum of 3 adults (1 Teacher + 20 adults.)

THE DEPOSIT AMOUNT IS \$150,000, AND IS DUE ON OR BEFORE FRIDAY, MAY 26, 2006. THE BALANCE OF \$1,000.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.

MAKE CHECKS PAYABLE TO/MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629

SIGNATORY AGREES TO TERMS AND CONDITIONS STATE ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.

James L. Buysse
Authorized Administrator

Vice Chancellor, Administration and Finance
Title

Date

YOUR BILLING ADDRESS (if different from above address) _____

See back for Additional Contractual Obligations
TERMS AND CONDITIONS

1. Each school group shall provide a certified employee to participate in an Ocean Institute program with each group. Each organization shall provide one adult for each group.
2. The school district or organization shall be responsible for the supervision and care of its adults and children from the time of departure from, and to the time of arrival back to, school or organization. The school district or organization is responsible for the actions of its participants during Ocean Institute programs.
3. Unilateral cancellations of any of the programs by a school or group may be considered a “NO SHOW” and billed accordingly. Cancellation of programs due to inclement weather conditions shall be made mutually between the school or organization and the Ocean Institute Program Director. The final decision regarding safety of a vessel at sea shall rest with the Captain of the vessel.
4. Full payment of the program fee must be received at least 10 days prior to the program date in the form of one check.
5. Program fees are based upon on the information in this agreement. Changes in the number of participants (within the minimums and maximums required) may be requested up to 45 days prior to arrival and are subject to availability of instructional staff and teaching space. For day programs at the Lazy W Ranch, there are no refunds for “No Shows.”
6. The school district or organization acknowledges that the Ocean Institute’s environment, vessels, facilities, and activities are unique and different from usual surroundings and activities. There are many inherent risks, dangers, and hazards and your participants must exercise extreme caution at all times in order to avoid or minimize the risk of damage, injury, and death.

Examples of these risks, dangers, and hazards include, without limitation: (a) walking and standing on surfaces that may be wet, slippery, moving, irregular, unstable, and rough; (b) open areas such as hatches that someone could fall into; (c) low or irregular lighting, or no lighting at all; (d) objects and equipment that could fall on someone; (e) low ceilings; (f) ropes, chains, or other items that could strike or entangle someone; (g) extreme and variable physical, weather, and ocean conditions, including darkness, sun glare, hot and cold temperatures; (h) vessels, docks, buildings, ladders, and stairs that someone could fall from; (i) vessels that could pitch, roll, capsize, flood, collide, and sink; (j) gaps between a vessel and a dock that could open or close suddenly and unpredictably; (k) possible encounters with wildlife and flora; and (l) unavailability of medical attention and treatment.

By signing the Program Reservation/Agreement on the other side of this page, the school district or organization shall be deemed to have read, agreed to, and understood the terms, conditions, and information on this page and hereby irrevocably waives any and all claims against the Ocean Institute and its directors, officers, employees, contractors, volunteers, agents, and insurers for damage, injury, accident, illness, or death occurring during or by reason of such activities, except to the extent caused by the Ocean Institute’s active negligence or misconduct.

COPY SINGLE SIDED ONLY – DO NOT STAPLE FORM

ACKNOWLEDGEMENT OF RISK AND WAIVER FOR ALL PARTICIPANTS

Welcome to the Ocean Institute! We want you and everyone to have a memorable and safe experience.

The Ocean Institute's environment, vessels, facilities, and activities are unique and different from your usual surroundings and activities. There are many inherent risks, dangers, and hazards and everyone must exercise caution at all times in order to avoid or minimize the risk of damage, injury, and death.

Examples of these risks, dangers, and hazards include, without limitation: (a) walking and standing surfaces that may be wet, slippery, moving, irregular, unstable, and rough; (b) open areas such as hatches into which someone could fall; (c) low or irregular lighting, or no lighting at all; (d) objects and equipment that could fall on someone; (e) low ceilings; (f) ropes, chains, and other items that could strike or entangle someone; (g) extreme and variable physical, weather, and ocean conditions, including darkness, sun glare, storms, and hot and cold temperatures; (h) vessels, docks, buildings, ladders, and stairs from which someone could fall; (i) vessels and docks that could pitch, roll, capsize, flood, collide, and sink; (j) gaps between a vessel and a dock that could open or close suddenly and unpredictably; (k) possible encounters with wildlife and plants; and (l) unavailability of medical attention and treatment.

If you attend any Ocean Institute activities, then you must exercise caution at all times to protect yourself and others from these risks, dangers, and hazards. If children or other persons under your care attend any Ocean Institute activities, then discuss these risks, dangers, and hazards with them as they too must exercise caution at all times.

Important! The form should be completed IN CAPITAL LETTERS using a BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 8 9 0

Program Name: _____ Program date: ____ / ____ / ____
 (MM/DD/YY)

Participant Name:

Last: _____ First: _____
 Birth date: ____ / ____ / ____
 (MM/DD/YY)

Guardian Name:

Last: _____ First: _____
 Home Phone: (____) ____ - ____ Cell Phone: (____) ____ - ____
 Work Phone: (____) ____ - ____

Address: _____
 City: _____ State: ____ Zip: _____
 Email: _____

If you attend any Ocean Institute activities, and if others under your care attend any Ocean Institute activities, then by signing this document or by your attendance you and such other persons shall be deemed to have read and understood this document and to have irrevocably waived any and all claims against the Ocean Institute and its directors, officers, employees, contractors, volunteers, agents, and insurers for damage, injury, accident, illness, or death occurring during or by reason of such activities.

Additionally, I authorize the use of photos taken of me and others under my care by the Ocean Institute for its promotional purposes.

Date: ____ / ____ / ____
 (MM/DD/YY)

Parent/Guardian Signature (Participant's signature if 18 or older)

Check here if you do not want to receive information on upcoming events and activities at the Ocean institute.



COPY SINGLE SIDED ONLY – DO NOT STAPLE FORM

Riverside Community College District
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the Ocean Institute's Advanced Floating Laboratory at Dana Point on 6/22/2006 (Activity) for myself, my minor child/ward, my personal representatives, assigns, heirs and next of kin:

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of the (Activity) Advanced Floating Laboratory and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time, I believe conditions to be unsafe I will immediately discontinue further participation in the activity.
2. I FULLY UNDERSTAND that (a) Activity involves risk and dangers of serious bodily injury, including permanent disability, paralysis, or death ("risk"); (b) these RISKS and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I may incur as a result of participation in the Activity by me.
3. I HEREBY RELEASE, DISCHARGE, AND COVENANT not to sue the Riverside Community College District, its Trustees, officers, employees, agents or volunteers, and if applicable, owners and lessors of premises on which the activity takes place from all liability, claims, demands, losses, or damages on my account caused by or alleged to be caused in whole or in part by the negligence of the "Releasees." I further agree, that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or my minor child/ward, or anyone on my behalf make a claim against any of the "Releasees." I will indemnify, save, and hold harmless each of the "Releasees" from any litigation expenses, arbitration expenses, medical expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I, as parent/legal guardian of the minor child listed below, agree to the same terms and conditions of this waiver for my child/ward who will be accompanying me on said activity.

Name of Participant (Print)

Name of Child/Ward (Print)

Signature of Participant

Signature of Parent/Legal Guardian

Date

Date

ASRCC Student Excursion Contract

Field trips or excursions are for the purpose of educational, cultural, and social enrichment. Riverside Community College, the Board of Trustees, College employees or agents and their sureties shall not be held responsible under any circumstances whatsoever by undersigned incurred while on the off-campus function.

State of California Educational Code #72640 states: all persons making a field trip or excursion shall be deemed to have waived all claims against the District, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip excursion.

It is imperative that all participants observe the regulations set forth by our College and California Education Code.

1. Riverside Community College and the California State Education prohibit the consumption of alcoholic beverages during a college function regardless if you're 21 years old or not.
2. The use of an illegally substance is violation of state law and district regulations.
3. Destruction of any property is a violation of state law and district regulations. Any cost association with such destruction is the responsibility of those involved.
4. Students are expected to attend all agenda events unless they have a valid excuse that must be pre-approved by advisor, coach, or instructor.
5. After scheduled events, as outline by written agenda, are completed, the student will not be under the immediate and/or direct supervision of an employee of such district or board.
6. Any violation of the rules may result in exclusion from future field trips, excursions, and in severe cases, it may result in suspension or expulsion from the college.

Your signature on this document indicates that you have read the document, understand the exceptions and liability limitation that you are of legal age to sign the waiver, and do so voluntarily.

Advanced Floating Laboratory
Name of Trip/Trip Destination

June 22, 2006
Departure Date

June 22, 2006
Arrival Date

Print Name (Student)

Date

Signature

Print Name (Faculty)

Date

Signature

Print Name (Dean)

Date

Signature

Emergency Information

Name: _____ Social Security #: _____

Address: _____ Home Phone #: _____

_____ Date of Birth: _____

In Case of an Emergency Contact:

Insurance Policy:

Name: _____ Name: _____

Relationship: _____ Policy #: _____

Phone #: _____ Group #: _____

Any Known Allergies: _____

Any Medical Condition Requiring Special Needs: _____

Blood Type: _____

Medical Consent

In the event of any medical emergency, I grant to the college or any of its representatives on the trip the full authority to take any action deemed necessary to protect my health and safety at my expense, including but not limited to, placing the participant under the care of a doctor or in a hospital at any place for medical examination and/or treatment, or returning the participant to their home city at his or her own expense if such return is deemed necessary after consultation with medical authorities.

Initial one of the following statements:

___ I am 18 years of age or older and am the participant. My birth date is _____.

___ I am the parent or legal guardian of participant who is under 18 years of age to whom the above statements apply and for whose benefit I am executing this agreement.

I have read this consent and I understand its terms. I execute it voluntarily and with full knowledge of its significance.

Signature of Participant or Participant's Parent or Legal Guardian

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-w

Date: June 20, 2006

Subject: Addendum to Lease Agreement with Mobile Modular Management Corporation

Background: Attached for the Board's review and consideration is an addendum to a lease agreement between Riverside Community College District and Mobile Modular Management Corporation to provide for a modular office adjacent to the Riverside campus Early Childhood Studies building. The original agreement began October 2000 and was previously approved at the August 10, 2004 Board meeting. Early Childhood Studies faculty, teachers, and staff use this modular unit for curriculum planning and other appropriate purposes. The term of this addendum is for June 25, 2006 through December 21, 2006, at a cost of \$2,102.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the addendum, for June 25, 2006 through December 21, 2006, at a cost of \$2,102.00, and authorize the Vice Chancellor, Administration and Finance, to sign the addendum.

Salvatore G. Rotella
Chancellor

Prepared by: Irving G. Hendrick
Dean of Education

**mobile
modular**

Mobile Modular Management Corporation
11450 Mission Blvd, Mira Loma, CA 91752
5/17/06
Ph (951) 360-6600 Fax (951) 360-6622
www.MobileModularRents.com

Lease #: 230867
Addendum Date: -
12 x 32 sq 4737
Lease Addendum

Customer: Riverside Community College
School of Education
4800 Magnolia Avenue,
Riverside, CA 92506

Attn: Teresa Morton
Phone: (951) 222-8729
Fax: (951) 328-3507

Project Name: School of Education
Site Address: RIVERSIDE

This will serve as an addendum to the lease agreement entered into between RIVERSIDE COMMUNITY COLLEGE (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor) with an original start date of October 2000.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Rental Rate*: \$325.00	Term: 6
Return Delivery: \$250.00	Effective Dates: 06/25/06 To 12/21/06
Preparing Equipment for Return: \$80.00	

*Rental rate does not include any applicable taxes. Rental rate is 30-day billing cycle unless otherwise indicated

Mobile Modular Mgmt. Corp.

Riverside Community College

Jeanne Morford, Sales Manager

James L. Buysse

Printed Name

Date

Vice Chancellor of Administration
& Finance

Title

Signature

Date

Call (951) 360-6600 with any questions or comments.

Thank you for contacting Mobile Modular

**Note: Lease addendum valid only when executed, offer expires 30 days from addendum date if not executed



SPEED LEASE AGREEMENT
MOBILE MODULAR MANAGEMENT CORPORATION
 11450 Mission Blvd, Mira Loma, CA 91752
 Ph (909) 360-6600 Fax (909) 360-6622
 www.MobileModularRents.com

Lease #: 230867	Lease Term (Mos*): 12	Sales Rep: Stephanie Jacobus	Date Printed: 9/8/03
	Start Date: 7/01/03	Email: sjacobus@mobilemodularrents.com	
Lessee: Riverside Community College 4800 Magnolia Avenue, Dept 1294 Riverside CA 92506 Theresa Morton Ph: Fax:		Site Information: RIVERSIDE Theresa Morton (909) 222-8729 County: RIVERSIDE PO #:	

Charges:

1. First/Mo-rent*	\$311.00	9. Furniture	\$0.00	11. Return Delivery	\$200.00
2. Delivery	\$0.00	10. Security Deposit**		12. Dismantle	\$70.00
3. Block/level	\$0.00	Subtotal of #'s 1 - 10:	\$311.00	13. Cleaning Fee	\$75.00
4. Modifications	\$0.00	Amount subject to tax:	\$311.00	* This lease agreement defines a month as 30 calendar days.	
5. Skirting	\$0.00	Tax rate***:	7.750%	** Security Deposit to be applied against account balances at end of lease.	
6. Ramps / Steps	\$0.00	Tax:	\$24.01	*** Actual tax rate at time of delivery will be charged.	
7. Seismic Restraint	\$0.00	PLEASE REMIT THIS AMOUNT >>			
8. Other / misc	\$0.00		\$335.10		

Special Notes:

Prices may be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special permits, difficult site, increases in fuel prices, labor increases, etc.

This transaction is subject to credit approval, all Attachments noted below, and to the Terms and Conditions which are made a part hereof, which customer acknowledges that he/she has received and read. Customer acknowledges that a Fax copy of this agreement with signature is legally binding.

Have your insurance company comply with Terms and Conditions #11 unless waived. Skirting and Seismic/Wind restraint(s) pricing does not include removal/disposal unless noted otherwise. Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.

Insurance value: \$13,907
 Nominal Building Box Size
 12 x 32
 sn-4737 cl-514956 DOH Mfg S

Please sign below and fax back to us at: (909) 360-6622

Attachments made a part of this agreement:
 Attachments A, B and Terms and Conditions of the MMMC Lease Agreement.

Lessee: Riverside Community College

The Undersigned affirms that he/she is duly authorized to sign and commit to this Agreement for the above named customer.

Please Print Name: James Buysse, Vice President
 Administration & Finance

Mobile Modular Management Corporation (MMMC)

Sales Rep: Jim Buysse
 Date: 9.11.03

Accepted By (X): [Signature]
 Date: 10/27/01

rev.2002

Please remit payment to: McGrath RentCorp-Mobile Modular, P.O. Box 45043, San Francisco, CA 94145-0043

IMPORTANT: MMMC REQUIRES A MINIMUM OF 30 DAYS NOTICE ON ALL RETURN DELIVERIES

ATTACHMENT "A" to MMMC LEASE OR SALES CONTRACT

=====

In an effort to offer "no surprises" to our customers, Mobile Modular Management Corporation (MMMC) has compiled the following list of occurrences that will result in ADDITIONAL CHARGES to fees already quoted for delivery, setup, teardown, return, and relocation of modular, etc. Additionally, listed below is information regarding common practices and procedures that may arise during the term of your rental.

1. DELIVERY, RELOCATION, OR RETURN DELIVERY TIMES: Due to unforeseen delays related to weather, traffic, or a prior haul, MMMC cannot guarantee specific times on deliveries, return deliveries, or relocations. However, MMMC will do its utmost to accommodate your scheduling needs. Saturday and Sunday deliveries are available at a premium rate.
2. DRY RUN: Charges will be assessed if the lessee/buyer is unprepared for the scheduled pickup or delivery.
3. MODULAR PLACEMENT: (1) It is the lessee/buyer's responsibility to select a suitable/code compliant site and direct MMMC on exact placement/orientation of the modular(s). (2) For an additional fee, MMMC will assess the site and make recommendations on placement and code compliance. (3) Do not place the modular(s) closer than two feet to another structure without advance written approval from MMMC. (4) To ensure proper placement/orientation, we recommend that the site be clearly marked. Be aware that on multilevel modulares, the setup crew that follows the driver does not have the ability to move the modulares more than a few feet. Extra charges may result if movement is required.
4. ADDITIONAL ON-SITE LABOR: Additional charges will result due to site access or preparation problems that hinder either the driver or the setup/dismantle crew.
5. ADDITIONAL SET-UP TIME due to unlevel site conditions may result in extra charges. MMMC defines a level site for DOH modulares as follows: Length – no greater than a 6" drop in 60'; Width – no greater than a 3" drop in 24'. TO HELP AVOID THIS CHARGE, PLEASE MAKE MMMC AWARE OF YOUR SITE CONDITIONS AHEAD OF TIME SO THAT THE CORRECT MATERIALS MAY BE SUPPLIED. Should there be an additional charge for the installation of the building due to the unlevel site, a similar charge will be assessed for the dismantle of the building.
6. RE-LEVELING OF THE MODULAR:
 - Due to adverse site conditions, (wetness, settling, unstable ground, etc.)
 - If it comes off its jack stands due to wind, unstable ground, or any other outside force
 - If it comes out of adjustment due to furniture, files, etc., inside the modular.
7. RELOCATING OF EQUIPMENT: Under no circumstances shall any modular be relocated from its original point of delivery without MMMC's consent. Under most circumstances, MMMC will relocate the modular and charge the lessee/buyer accordingly. Who and how the modular is relocated will be determined solely by MMMC.

8. RAMPS AND SEISMIC SUPPORT SYSTEMS: These items are not provided by MMMC unless specifically noted on the contract.

9. CABINETRY: Lessee/Buyer may be receiving from MMMC cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee/Buyer has been made aware that lower emission and formaldehyde free options are available.

10. CARPET: Lessee/Buyer may be receiving new carpeting. Most of the carpeting products provided by MMMC meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.

11. DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DOH) ANNUAL REGISTRATION FEES* All pricing to DOH annual registration-fee exempt organizations assumes that lessee/buyer will complete all required forms, as supplied by MMMC, in order to effect an exempt status for the building(s) during the rental term, prior to delivery of the building(s). MMMC will submit such completed forms to the State.

12. REPAIR CALLS/DAMAGES: MMMC will do its utmost to expedite warranted repair work. If the repair requested is not due to normal wear and tear (i.e., abuse, neglect, warranty period has expired, etc.), the lessee/buyer will be charged for the service call. Common areas of Charge Backs are: Improper or inadequate electrical hookup, overload on receptacles, tripped or blown circuit breakers, thermostat improperly set or set below 70 degrees, supply air registers (vents) improperly set, dirty HVAC filters, damaged flooring due to a lack of chair mats, and misinformation provided by the lessee/buyer. MMMC wants to respond as quickly and efficiently to your service request as possible. In order to do so, please provide the following information whenever requesting service:

1. Company name
2. Lease number and/or size and serial number
3. Exact location of the modular(s)
4. Contact person who knows the nature and location of the problem and who will be available to meet with our service person.

FOR THE SERVICE DEPARTMENT, CALL 1-800-944-3442 OR REQUEST
SERVICE ONLINE AT [WWW.MOBILE MODULARRENTS.COM](http://WWW.MOBILEMODULARRENTS.COM)

The lessee/buyer must contact MMMC and receive its approval prior to performing any warranted repair work. In the event that prior approval is not received, any resulting charges from the lessee/buyer to MMMC will not be reimbursed. Please be aware that we will attempt to troubleshoot certain repairs by phone. Eighty to ninety percent of all repair calls on electrical and/or HVAC problems relate to lessee/buyer error in electrical hook-up or operation. Please make sure the building is connected properly and you are operating the equipment correctly to avoid unnecessary charges.

- **WALL CARE**: We recommend that pushpins be utilized for hanging pictures, etc., on leased building(s). As long as excessive amounts are not used, no repair charges will be

incurred. Please do not use tape as it can remove the wall finish, which will result in damage charges.

- HVAC: Occasionally heating/air conditioning service calls can take up to two weeks to correct depending upon the nature of the problem. MMMC is limited by the heating/air conditioning manufacturer's service network, but we will do everything possible to expedite your service call. You should also know that it is the lessee/buyer's responsibility to change the heating/air conditioning filter(s) every three (3) months or sooner. If a service call is made and the problem is a dirty filter, the lessee/buyer will be charged for the service call.
 - LEAKS: In order to seal leaks properly, a dry surface is required. MMMC will do its utmost to seal any leaks in a timely manner once the weather permits.
 - ROOF RUMBLES: There is no warranty or guarantee against roof rumbles (noise).
13. RETURN DELIVERY PROCEDURE: MMMC requires a minimum of 30 DAYS NOTICE for return delivery of modulares. Please provide your lease number when notifying MMMC that you wish to schedule return delivery. MMMC will do its utmost to expedite your return delivery request. The stated rental term on your rental agreement does not relieve the lessee/buyer of the requirement to give 30 DAYS NOTICE.
- WHEELS, TIRES, AXLES AND TOW BAR: Upon scheduling of the return delivery, it is the lessee's responsibility to advise MMMC if the wheels, tires, axles, or tow bar are missing from the modular. The wheels, tires, axles, and tow bar are the responsibility of the lessee. If you wish to have them removed, please make arrangements prior to the delivery. There will be an extra charge to remove these items from the site and return them at a later date.
 - SKIRTING OR TIE DOWNS: The lessee must advise MMMC if skirting* or tie downs* are attached to the modular. Unless otherwise noted on the contract agreement, skirting removal is the responsibility of the lessee. At the lessee's request, MMMC will perform this work at an additional cost. Our charges will include skirting removal, tow bar installation, and stacking the skirting neatly at your site. The lessee may remove and dispose of the skirting and install the tow bars to avoid this charge.
 - SITE CONDITIONS AND UTILITY CONNECTIONS: The lessee must inform MMMC of any adverse site conditions or access problems that might exist prior to return delivery. Also, the lessee must have all utilities disconnected from the modular prior to MMMC arriving at the site to begin the dismantle.
 - ITEMS IN BUILDING/INSPECTION: Please be aware that the lessee is responsible for the condition of the modular until MMMC removes it from your site. MMMC strongly suggests that the lessee have personnel at the site upon pickup to sign for the modular. MMMC is NOT responsible for any furniture, supplies, phone equipment, or any other items that the lessee has failed to remove prior to return of the modular. Upon return of the modular to MMMC's inventory center, an inspection of the building(s) will be performed. (For an additional charge, an inspection can be performed at your site prior to the scheduled return.) All damages or other needed work to return the modular to its original condition except normal wear and tear will be billed for upon completion of this inspection report.

- **CLEANING/KEYS:** MMMC charges a \$75 per floor cleaning fee if the modular is not returned in a condition consistent with the cleanliness at the time of delivery. Charges for damages to the modular will be billed for separately as outlined above. If keys are not returned with the building, the lessee will be assessed a re-keying charge. If locksets are altered and not returned to their original condition, charges may be assessed.
 - **PRORATION:** MMMC prorates rent in one-half (1/2) month increments only. Any modular on rent beyond the 14^h day of a billing cycle will be responsible for the full month's rental payment. Under no circumstances will any rental be for less than two (2) months.
 - **RETURN/DISMANTLE CHARGES:** Should your lease term expire, the return and/or dismantle charges may be adjusted to the current rate at the time of return.
14. **LIABILITY:** MMMC shall not be liable for any Consequential, Incidental, or Special damage of any kind (including, but not limited to damages for loss of use, or profit, by Lessee; or for any collateral or consequential damages, whether or not continued by MMMC's negligence or delay, which may result from or in connection with the manufacture, delivery, installation, removal, checkout or use of the building(s) leased hereunder or in connection with the services rendered by MMMC hereunder.

MMMC sincerely hopes that by making you aware of the above procedures, you can minimize or eliminate additional charges. At the same time, we do not want you to be surprised if you are assessed these charges. We value your business and hope you find this information helpful.

*Applies to lease contracts only.
Rev. 6/18/01

=====

ATTACHMENT "B"

STAIRS

Typically, prefabricated metal stairs with landings are available at a small additional charge on all rental / sale units. If stairs are provided, the extent of Mobile Modular's responsibility is to deliver the stairs to the modular building location designated by Lessee/Buyer and place them next to the exit ways specified by Lessee/Buyer with handrails in place. Securing stairs to the modular, adjusting the stairs to the threshold of the doorway, adjusting the treads, landing, or handrails to meet local, state, or federal requirements, and maintaining the stairs or any other item not specifically indicated above is solely the responsibility of the Lessee/Buyer. Mobile Modular hereby advises the Lessee/Buyer of the need to meet applicable code requirements when selecting stairs and when adjusting and securing the stairs to the exit way upon completion of the installation of the modular building, such that the safety of all users is ensured.

Lessee/Buyer hereby indemnifies Mobile Modular against any cost, expenses and damages, including attorney fees, which arise out of failure to maintain, adjust, properly select, and/or install the steps as stated above.

Please be aware that on lease contracts, Mobile Modular expects to receive the stairs upon lease termination, in the same condition as supplied, normal wear and tear excepted.

Terms and Conditions
Of the Mobile Modular Management Corporation Speed Lease Agreement

=====

1. **LEASE:** Mobile Modular Management Corporation (“MMMC”) leases to Lessee, and Lessee leases from MMMC, the Equipment listed above and any Equipment listed on “Exhibit A” if attached hereto (“Equipment”), on the terms and conditions set forth herein.

2. **LEASE TERM:** This Lease shall commence on the Lease Start Date specified above, and shall continue thereafter for the number of months specified under Term above. Lessee is responsible for making all of the Term payments shown above, regardless of whether Lessee surrenders the Equipment to MMMC prior to the completion of the Term stated above. MMMC shall not be liable to Lessee for any failure or delay in obtaining, delivering, or setting up the Equipment. In the event MMMC is responsible for delay in obtaining, delivering, or setting up the Equipment, the Lease Start Date shall be deemed to be revised to the date that MMMC completes setting up the Equipment. If any delay in delivery or setting up the Equipment, the Lease Start Date shall be deemed to be revised to the date that MMMC completes setting up the Equipment. If any delay in delivery or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of MMMC, this Lease shall commence as of the Lease Start Date, notwithstanding such delay.

3. **WARRANTIES, DISCLAIMER:** MMMC warrants to Lessee that the Equipment, when delivered and set up, will (a) be in good condition and repair, (b) be properly set up (subject to any site limitations), and (c) comply with all applicable regulations of the State of California, Department of Housing and Community Development or Division of the State Architect. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, MMMC HAS MADE NO WARRANTIES OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

4. **DELIVERY, LOCATION, AND RETURN OF EQUIPMENT; HOLDING OVER; LEASE EXTENSION; INSPECTION OF EQUIPMENT UPON RETURN:** MMMC shall deliver and set up the Equipment at the location specified above. The Lessee is responsible for providing clear access to the set-up site or other location designated by the Lessee, for delivery of the Equipment by standard delivery methods. The Lessee is also responsible for providing clear access surrounding the site for set-up of the Equipment by standard set-up methods.

The Equipment shall remain so set up at that location, and shall not be moved to a new location without the prior written consent of MMMC.

At the conclusion of the lease term, Lessee shall, at his expense, prepare the Equipment for dismantle. Preparing the Equipment for dismantle includes but is not limited to removing all customer owned furniture, office equipment, etc., disconnecting all utilities, and removing any items that may hinder the dismantle of the Equipment by standard dismantle methods. The Lessee is also responsible for providing clear access for the pickup and return delivery of the Equipment from the setup site, by standard return delivery methods.

MMMC shall pick up the Equipment upon advance payment of the dismantle and return delivery charges specified above. In the event Lessee fails to prepare the Equipment for pickup, or make the required payment of dismantle and return delivery charges at the conclusion of the lease term, unless Lessee and Lessor have entered into a lease extension, Lessee shall be deemed to be holding over on a day-to-day basis and on the same terms and conditions as this Lease, but at a daily rate equal to 5% of the monthly rate specified above.

In the event Lessee extends the lease term beyond the lease term stated above, MMMC may establish a revised rental rate for such extended term and will commence invoicing at such revised rate on the next invoice following completion of the initial or preceding term. Dismantle and return delivery charges may also be revised by MMMC for such extended term.

Upon return of the equipment to MMMC's inventory center, an inspection of the equipment will be performed by MMMC. All damages or other needed work to return the equipment to the condition in which it was provided to the Lessee will be billed for after the completion of the inspection report.

5. **SECURITY DEPOSIT:** The security deposit is to be held by MMMC without liability to MMMC for interest, as security for Lessee's faithful performance of the terms and conditions of this Lease, as well as to indemnify MMMC, to the extent thereof, for any damages, costs, expenses, or attorney fees, which MMMC may incur by reason of Lessee's default hereunder. In the event of Lessee's default, MMMC may apply the Security Deposit in payment of its costs, expenses, and attorney fees in enforcing the terms of this Lease and to indemnify Lessor against any damages sustained by MMMC, provided, however, nothing herein contained shall be construed to mean that the recovery of damages by MMMC shall be limited to the amount of the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at its original amount. Provided Lessee is not in default hereunder, upon the termination of the Lease and the return of the Equipment to MMMC in the same condition provided to the Lessee, any unexpended balance of the Security Deposit will be applied against any monies owed for services rendered under this Lease, and any balance shall be returned to Lessee.

6. **EQUIPMENT:** Lessee hereby acknowledges and agrees: (a) the Equipment will be used only for office space, light storage, or classroom facilities, and for no other purpose without the prior written consent of MMMC, (b) that MMMC shall be authorized to insert in this Lease the serial number and other identification data relating to the Equipment when ascertained by MMMC; (c) that Lessee shall maintain the Equipment in good condition and repair; (d) that Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without MMMC's prior written consent; (e) that MMMC may at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes; and (f) Lessee shall have the sole responsibility for any utility or other connections to the Equipment.

7. **ASSIGNMENT:** Lessee will not assign, convey, transfer, or hypothecate his interest, or any part thereof, in and to this Lease, whether voluntarily or involuntarily, without the prior written consent of MMMC; and upon any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, MMMC may, at its option, terminate this Lease. MMMC may, at its option and without the prior approval of Lessee, transfer, convey, assign, or hypothecate its interest or any

part thereof, in and to this Lease. It is understood and agreed by Lessee that MMMC may be acting as an agent for the true owner of the Equipment, and that such true owner, if any, shall have all the rights and protection of MMMC hereunder.

8. **PAYMENTS:** Lessee agrees to pay to MMMC (at the office of MMMC or to such other person or at such other place as MMMC may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by MMMC. All payments due from Lessee pursuant to the terms of this Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If Lessee fails to maintain the insurance required by Section 11 below or fails to pay taxes and charges pursuant to Section 9 below, MMMC shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that MMMC makes such payment(s), Lessee shall reimburse MMMC for such costs as invoiced by MMMC. If any payment is not received by MMMC within five (5) days from the date due, Lessee shall pay MMMC interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse MMMC for resulting administrative expenses, Lessee shall also pay a late charge of TEN DOLLARS (\$10.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.

9. **TAXES AND LIENS:** Lessee agrees to keep the Equipment free of all levies, liens, or encumbrances. Lessee shall, in the manner directed by MMMC, (a) make and file all declarations and returns in connection with all charges, fees, and taxes (local, state, and federal) levied or assessed either upon Lessee or MMMC, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees, and taxes. However, MMMC shall pay all local, state, or federal net income taxes relating to this Lease.

10. **LOSS OR DAMAGE:** Until the Equipment is returned to MMMC, Lessee assumes all risk of loss or damage to the Equipment and agrees to indemnify and hold MMMC harmless from any loss resulting from theft, destruction, or damage to the Equipment. Should any of the Equipment damaged be capable of repair, this Lease shall not terminate, but at Lessee's cost and expense, the Equipment shall be repaired and restored to its condition existing prior to such damage. In the event any of the Equipment is damaged beyond repair or is lost, stolen, or wholly destroyed, this Lease shall cease and terminate as to such Equipment as of the date of the event, accident, or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the replacement value of the Equipment as stated in this Lease. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by MMMC, up to an amount equal to that paid to MMMC pursuant to this paragraph.

11. **INSURANCE:** Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage of the Equipment in an amount not less than the full replacement value as stated in this Lease, naming MMMC as loss payee of the proceeds (unless MMMC has waived this requirement by initialing here ()), and Lessee has agreed to a charge for such waiver as noted on the face of this Lease. Lessee shall also provide, maintain, and pay all premiums for public liability insurance (minimum of \$1,000,000 per occurrence), naming MMMC as an additional insured. All insurance shall be in a form and with a company satisfactory to MMMC, and shall not be subject to cancellation without thirty (30) days prior written notice to MMMC. Lessee shall deliver to MMMC insurance policies, or certificates of insurance proving the existence of all policies, meeting the above requirements.

12. **WAIVER AND INDEMNIFICATION:** Lessee hereby waives and releases all claims against Lessor for loss of or damage to all property, goods, wares, and merchandise, in upon, or about the Equipment, and for injuries to Lessee, Lessee's agents, and third persons, irrespective of the cause of such loss, damage, or injury. Under no circumstances shall MMMC be liable to Lessee for any special, incidental, or consequential damages resulting from lease or use of the Equipment, including but not limited to, loss of business or profits. Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, and demands arising out of the maintenance, possession, or use of the Equipment by Lessee, its employees, agents, or any person invited, suffered, or permitted by Lessee to use or be in, on, or about the Equipment.

13. **DEFAULT:** (a) **Events of Default:** Lessee shall be in default under this Lease upon the happening of any of the following events or conditions: (1) default by Lessee in making any required payment to MMMC and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with MMMC and the continuance of such default for ten (10) days after written notice thereof by MMMC to Lessee; (3) any warranty, representation, or statement made or furnished to MMMC by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization, or arrangement laws by or against, Lessee.

b. **Remedies of MMMC:** Upon the occurrence of any of the above events of default and any time thereafter, MMMC may, without notice, exercise one or more of the following remedies, as MMMC, in its sole discretion shall elect: (1) declare all unpaid lease payments under this Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action, or other proceedings by Lessee; (4) direct Lessee at his expense to promptly prepare the Equipment for pickup by MMMC; (5) use, hold, sell, lease, or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or any other location without affecting the obligations of Lessee as provided in this Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times, and upon such terms as MMMC may determine, free and clear of any rights of Lessee (if notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Lease or to recover damages for the breach hereof; (8) exercise any and all rights accruing to MMMC under any applicable law upon default by Lessee. In addition, MMMC shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (1) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by MMMC; (2) any expenses paid or incurred by MMMC in connection with the repossession, holding, repair, and subsequent sale, lease, or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses, (3) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by MMMC from the date thereof to the end of the term of this Lease over (b) the fair market value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by MMMC for a period substantially similar to the unexpired lease period); and (4)

the replacement cost of any item of Equipment which Lessee fails to prepare for return to MMMC as provided above or converts or is destroyed, or which MMMC is unable to repossess.

14. **MEDIATION; ARBITRATION:** Lessee agrees to abide by Lessor's option to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes, or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option to have the claims, disputes, or controversies referred to binding arbitration.

15. **LEGAL ACTION:** It is agreed that the proper venue for any legal action relating to this Lease shall be Alameda County, State of California. The prevailing party shall be entitled to recover attorney's fees and court costs, whether or not the action proceeds to judgment.

16. **FINANCING STATEMENT:** At the request of MMMC, Lessee will join MMMC in executing financing statements pursuant to the applicable Commercial Code and such other instruments or assurances, as MMMC deems necessary to protect MMMC's interest in the Equipment. Lessee authorizes MMMC and MMMC's assignee or transferee and each subsequent assignee or transferee to file financing statements signed only by MMMC or such assignee or transferee in all jurisdictions where such authorization is permitted by law.

17. **OWNERSHIP AND MARKING OF EQUIPMENT:** Title to the Equipment shall remain in MMMC (or its principal), and Lessee will not remove the same without the prior written approval of MMMC. Excepting only as may be granted in a separate writing signed by MMMC, no option or other right to purchase the Equipment is granted or implied by this Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property, whether attached to realty or not, and upon termination of this Lease, Lessee shall have the duty, and MMMC shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to MMMC for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed upon the Equipment or not, whether made a component part thereof or not, shall be the property of MMMC and shall be included under the terms of this Lease.

18. **COMPLIANCE WITH LAW:** Lessee assumes all responsibility for any and all licenses, clearances, permits, and other certificates as may be required for Lessee's lawful operation, use, possession, and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations, and orders of all local, state, and federal governmental authorities which in any way relate to the Equipment, and to indemnify and hold MMMC harmless from any and all fines, forfeitures, seizures, penalties, or other liabilities that may arise from any infringement or violation of any such law, rule, regulation, or order. Lessee shall pay the cost of all license and registration fees and renewals thereof.

19. **STANDARD PROVISIONS:** Time is of the essence of each and every provision of this Lease. Failure of MMMC to enforce any term or condition of this Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of MMMC to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. This Lease shall be governed by and construed in accordance with the laws of the State of California. This Lease,

including any initialed amendments and attachments and schedules hereto, constitute the entire agreement between MMMC and Lessee and may not be amended, altered, or modified except by a writing signed by both MMMC and the Lessee.’

PERSONAL GUARANTY

The undersigned, jointly and severally, guarantee performance of the above Lease by Lessee and payment of all sums due there under in event of default, hereby waiving any modification, amendment, or extension and notice thereof.

(Guarantor’s Signature)

(Guarantor’s Signature)

Print Name

Print Name

Print Address

Print Address

MMM Speed Lease Agreement Terms and Conditions

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-x

Date: June 20, 2006

Subject: Addendum to Agreement with Leader Services – Medi-Cal Administrative Activities Program

Background: Attached for the Board's review and consideration is a proposed addendum to the agreement between Riverside Community College District-Early Childhood Development Center and Leader Services. Leader Services provides Medi-Cal Administrative Activities (MAA) Claim Services to the District's Early Childhood Development Center. The MAA program was developed in California to provide a method of federal reimbursement for outreach activities performed by staff related to the administration of the children's federal entitlement health programs. Leader Services facilitates the required time studies, converts the time study information into a financial cost report, and submits a quarterly Medi-Cal claim. Originally, the District paid Leader Services 10% of all MAA recovered funds received. The proposed addendum adjusts the previously agreed to service fee for fiscal year 2004/2005 at \$1,174.00. The service fee will be reset each July 1. Funding source: Child Development Fund 33.

The original agreement was previously approved at the August 10, 2004 Board meeting. The addendum to the agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the addendum to the agreement, at a cost of \$1,174.00, and authorize the Vice Chancellor, Administration and Finance, to sign the addendum.

Salvatore G. Rotella
Chancellor

Prepared by: Irving G. Hendrick
Dean of Education

MAA CONTRACT ADDENDUM
AMENDED FEE STRUCTURE

For fiscal year 2004/2005, the CLIENT and LEADER agree to adjust the previously agreed to service fee. The amount of this fee will be replaced by the following mutually agreed to service fee:

CLIENT shall pay LEADER a service fee of \$1,174.00 dollars as full consideration for LEADER services and its expenses incurred in connection therewith. This service fee will be reset each July 1st.

All other previously agreed to terms and conditions found in the original contract and subsequent addendum shall remain the same.

RIVERSIDE COMMUNITY COLLEGE
ECD CENTER

LPD, INC.

By: _____

By: _____

Name: James L. Buysse

Name: Charles J. Mason, Jr.

Title: Vice Chancellor, Administration & Finance

Title: Secretary/Treasurer

Date: _____

Date: _____

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
EARLY CHILDHOOD DEVELOPMENT CENTER
AND
LEADER SERVICES

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement made and entered this October 15, 2002, between the Riverside Community College-Early Childhood Development Center, (hereinafter referred to as the "CLIENT") having an address at 4800 Magnolia Ave., Riverside, CA 92506 and LDP, Inc., D/B/A Leader Services (hereinafter referred to as "LEADER") having an office at 75 Kiwanis Blvd., West Hazelton, Pennsylvania 18202.

The parties hereto agree that LEADER will provide Medi-Cal Administrative Activities (MAA) Claim Services to CLIENT as set forth herein.

1. COMMENCEMENT, DURATION, AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing October 1, 2002, for preparing Medi-Cal Administrative Outreach claims for CLIENT on a quarterly basis. The quarters are the three-month periods of January through March, April through June, July through September, and October through December. The first claim shall be submitted for the July through September quarter.

This Agreement shall automatically renew for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than thirty (30) days prior to the renewal date.

CLIENT may terminate this Agreement, with or without cause, upon thirty (30) days written notice to LEADER, provided that the CLIENT agrees to pay LEADER all fees for services provided by LEADER through the date of termination.

2. FEE SCHEDULE

CLIENT shall pay LEADER 10% of all MAA recovered funds that CLIENT receives as full

consideration for LEADER services and its expenses incurred in connection therein. In the event CLIENT must repay Medi-Cal for all or part of any claim payment, LEADER will reimburse CLIENT for that portion of its fee related to the Medi-Cal repayment. LEADER will pay CLIENT within thirty (30) days of notification by CLIENT.

3. OWNERSHIP OR PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEADER, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals, and similar material utilized and/or developed solely by LEADER in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEADER and CLIENT, the sole and exclusive property of LEADER.

CLIENT agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEADER and CLIENT shall remain the property of CLIENT.

4. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of data, and in view of the proprietary nature of business information, it is essential that all information, data, and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents, and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence, and each party agrees not to reproduce, disclose, or relinquish any data, information, or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted, that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party, and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

5. INPUT DATA

Accurate, complete, and correct data necessary for LEADER to perform its services hereunder shall be the sole responsibility of CLIENT. LEADER shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by CLIENT.

LEADER shall be responsible for the input of all information given to LEADER by CLIENT in a reasonably accurate, complete, and correct form provided it is provided to LEADER by CLIENT. Any errors, mistakes, or liability in connection with the failure of LEADER to input such data, provided such data has been accurately, completely, and correctly transmitted to LEADER, shall be the sole responsibility of LEADER and shall be corrected by LEADER.

6. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEADER shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEADER. LEADER's liability, under this agreement, is limited to the amount paid by client for the services under this agreement. LEADER shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

7. OPERATING PROCEDURES

LEADER shall be responsible for the processing of all those claims for services rendered by CLIENT and its employees, which have been turned over to LEADER for processing.

- A. LEADER agrees to provide the following services, as necessary for the effective administration *of* the Claiming Plan:
1. An assessment of the CLIENT's program;
 2. Training for CLIENT staff in the elements and requirements of the Claiming Plan;
 3. Verify the Providers Certification;
 4. Identify the Medi-Cal Administrative Activities providers and activities;
 5. Calculation of the CLIENT's Medi-Cal percentage;
 6. Develop the CLIENT's claim form, including the forms needed to implement the program;
 7. Preparation of the CLIENT's claiming plan;
 8. The storage of data required to support claims;
 9. Time Survey Training, including the forms required by DHS;
 10. Fiscal training for CLIENT staff;
 11. Aggregate all CLIENT claims into a single claim to the State of California, Department of Health Services.
 12. On-site training and support of CLIENT's staff.
 13. Quality assurance reviews for formats and content of claiming plans, time surveys, and Invoices required by DHS.
 14. Availability of customer service via a toll-free support line;
 15. Database development, including program edits and integrity checks;
 16. The processing of claims for reimbursement;
 17. The submission of claims to the Local Educational Consortium (LEC) or Local Governmental Agency (LGA) for reimbursement by electronic or other means;
 18. Claims reconciliation;
 19. Program reports to the CLIENT on a quarterly basis.

- B. CLIENT agrees to:

Provide LEADER, on a timely basis, all forms, documentation, and fiscal data in a manner prescribed by LEADER and as required for the successful preparation and

submission of claims.

Arrange for CLIENT staff to attend mandatory training sessions related to time study forms and oversee the completion of time study forms by staff.

Provide a contact person who shall serve as coordinator for all CLIENT activities. This person will work directly with LEADER's account manager.

Notify LEADER of any errors and/or omissions in information sent to LEADER so that LEADER may process a claim adjustment for submission to Medi-Cal.

8. GENERAL

- A. ENTIRE AGREEMENT -This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- B. SUCCESSORS -This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all, or substantially all, of its assets or outstanding capital stock.
- C. ATTORNEYS - In the event that either LEADER or CLIENT commences a legal proceeding, each party shall pay their own attorney's fees.
- D. SEVERABILITY -In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of the federal, state, or local government, such term or provision shall be deemed severed from this Agreement, and the remaining terms and provisions shall remain unaffected thereby.
- E. NOTICES -Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.
- F. STATE LAW -This Agreement shall be governed by and construed in accordance with the laws of California.
- G. SURVIVAL OR NON-DISCLOSURE OBLIGATION -The obligation of nondisclosure and confidentiality recited in this Agreement shall survive the termination of this Agreement and shall be in full force and effect, notwithstanding such expiration or termination.
- H. ANTI-FRAUD AND ABUSE -Notwithstanding anything to the contrary herein, this

Agreement shall be subject to all applicable federal, state, and local laws, regulations, and directives concerning the Medicare/Medicaid, and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations, or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

- I. DESCRIPTIVE HEADINGS -The descriptive headings in this Agreement are for convenience and reference only, and in no way affect or alter the intent or effect of this Agreement.

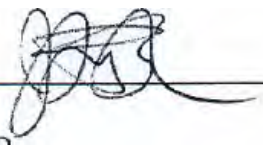
9. EQUAL EMPLOYMENT OPPORTUNITY

It is and has been the policy of LEADER to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran, or disability status. It is LEADER's policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state, or federal law, regulation, or ordinance prohibiting discrimination in employment.

10. LEADER MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY STATED HEREIN.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year below written.

RIVERSIDE COMMUNITY
COLLEGE EARLY CHILDHOOD
DEVELOPMENT CENTER



Name: James Buysse, Ph.D **Title:** Vice President. Administration and Finance

LPD, INC.

By: 

Name: Charles J. Mason

Title: President

Date: 10/28/02

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-8-y

Date: June 20, 2006

Subject: Agreement for Services – Murdoch, Walrath & Holmes

Background: Attached for the Board's review and consideration is a proposed Agreement for Services with the firm of Murdoch, Walrath & Holmes. Through this agreement, the College District would continue to receive assistance in securing operating and construction funding and addressing other legislative matters. The fee remains unchanged from 2005-06.

Recommended Action: It is recommended that the Board of Trustees approve entering into an Agreement for Services with Murdoch, Walrath & Holmes for the period July 1, 2006, through June 30, 2007, and authorize the Chancellor to sign the agreement.

Salvatore G. Rotella
Chancellor

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

AGREEMENT FOR SERVICES

This agreement is made between Murdoch, Walrath & Holmes, hereinafter referred to as the Contractor, and the Riverside Community College District, hereinafter referred to as the Client, for the period July 1, 2006 through June 30, 2007. Contractor agrees to:

- Provide consulting and lobbying services to enhance growth FTES funding.
- Provide lobbying services at each step of development of the State community college budget for the 2006-07 and 2007-08 fiscal years to protect district funding.
- Consult with Client and assist in securing appropriate legislative and administrative action on support and capital outlay issues and projects.

Paul Holmes of Murdoch, Walrath & Holmes shall be the individual assigned to work with the Client under the provisions of this contract.

No lobbying, as defined under the Political Reform Act of 1974 (as amended), shall commence until such time as the appropriate authorization/registration forms have been filed with the California Secretary of State.

A fee of \$2,600 per month shall be paid to the Contractor for the above services. The fee shall include all expenses incurred by the Contractor in Sacramento on behalf of the Client. The Contractor shall be reimbursed for all preapproved travel expenses on behalf of the Client outside of Sacramento.

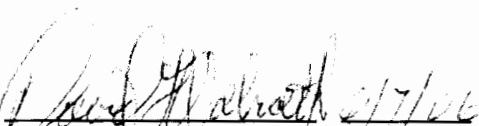
It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid Client, and is without authority to obligate the Client for indebtedness or other commitments without approval of the Client.

It is understood that the Client is one of several clients represented by the Contractor, but that the Contractor will accurately and fairly represent the Client's position.

It is mutually agreed that this contract shall be effective on a month-to-month basis until terminated by either party upon a thirty-day written notice or upon the termination date of the contract, whichever is sooner.

MURDOCH, WALRATH & HOLMES

RIVERSIDE COMMUNITY COLLEGE
DISTRICT



David L. Walrath Date
President

Salvatore Rotella Date
Superintendent/President

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-8-z

Date: June 20, 2006

Subject: Lease Agreement between the March Joint Powers Authority and Riverside
Community College District

Background: A Draft Lease Agreement between the Riverside Community College District and the March Joint Powers Authority for the Dental Lab Building located at the March Air Reserve Base was approved by the Board of Trustees on March 17, 2003. This approval granted RCCD a “Right of Entry” to prepare the building for the American Dental Association Accreditation visit on April 22, 2003. A Final Lease Agreement was then approved by the Board at its June 17, 2003 meeting. The initial term of this agreement was for the period July 1, 2003 – June 30, 2006.

A draft renewal lease agreement for the period July 1, 2006 – June 30, 2009 is attached for the Board’s review and consideration. At the time of this writing, this draft is being discussed by MJPA and RCCD staff. A revised draft will be hand carried to the June 20, 2006, Board meeting.

Recommended Action: It is recommended that the Board of Trustees approve the Lease Agreement with the March Joint Powers Authority, and authorize the Vice Chancellor, Administration and Finance to sign the Agreement.

Salvatore G. Rotella
Chancellor

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

LEASE

This lease ("**Lease**") is entered into as of _____, 2006 ("**Effective Date**") between the March Joint Powers Authority, a California public agency ("**Landlord**") and Riverside Community College ("**Tenant**").

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises for the term, at the rental, and upon all other terms, covenants, and conditions in this Lease.

2. **Use of Premises.**

a. The Premises may be used only for Tenant's education and training program. Solely in connection therewith, the Premises may be used for adult education and training or as otherwise approved by Landlord in writing and for no other purpose.

b. Tenant shall not do or permit any act that could:

i. cause any structural damage to the Premises, or

ii. cause damage to any part of the Premises, equipment, machinery, or the construction of alterations as permitted under this Lease or as approved in writing in advance by Landlord.

c. Tenant shall not operate or permit the operation of any equipment or machinery on the Premises that could:

i. materially damage the Premises,

ii. impair the efficient operation of the Premises' heating, ventilation, or air conditioning system,

iii. block or otherwise impede the operation of the Premises' sprinkler system,

iv. overload or otherwise place an undue strain on the Premises' electrical and mechanical systems, or

v. damage, overload, or corrode the Premises' sanitary sewer system.

d. Tenant shall not install or attach anything in the Premises in excess of the load limits established for the Premises. Tenant shall contain and dispose of all dust, fumes, or waste products generated by Tenant's use of the Premises so as to avoid:

i. unreasonable fire or health hazards,

ii. damage to the Premises, or

iii. any violation of any Law. "**Law**" shall mean any constitution, statute, ordinance, regulation, rule, judicial decision, administrative order, or other requirement of any governmental entity.

e. Except as may be approved by Landlord in advance and in writing, Tenant shall not change the exterior of the Premises or install any equipment, machinery, or antennas on or make any penetrations of the exterior or roof of the Premises. Tenant shall not commit any waste in or around the Premises and shall keep the Premises in a neat, clean, attractive and orderly condition, free of any nuisances. Tenant shall use and maintain Landlord's standard window covering to cover all windows in the Premises. Tenant shall not conduct on any portion of the Premises, any sale of any kind, including, without implied limitation, any public or private auction, going out—of-business sale, distress sale, or other liquidation sale.

f. Tenant shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations, orders, recorded covenants and restrictions, and requirements of any fire insurance underwriters or rating bureaus, now or later in effect.

3. **Lease Term.**

a. The initial term ("**Initial Term**") of this Lease shall be for three (3) years commencing on July 1, 2006 ("**Commencement Date**"), and ending on June 30, 2009, unless sooner terminated according to this Lease.

b. Tenant shall have the option to extend the term of this Lease for one (1) successive period of three (3) years following the expiration of the Initial Term on all of the terms and conditions in this Lease. To exercise this option, Tenant must give Landlord written notice of exercise of the option ("**Option Notice**") no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the remaining Lease term. However, if, as of Landlord's receipt of the Option Notice, Tenant is in default under this Lease, or has committed or failed to perform acts that with the giving of notice or the lapse of time would constitute a default under this Lease (Potential Default), the Option Notice shall be totally ineffective. If after giving the Option Notice, Tenant is in default under this Lease, or if a Potential Default has occurred, and that default or Potential Default remains uncured as of the expiration of the remaining Lease term, this Lease shall, at the election of Landlord, terminate as of the expiration of the Lease term.

c. Except as specified in Sections 15 and 19 hereunder, Landlord agrees that in the event during the initial term of the lease or the option period it is necessary to terminate the lease, Landlord will provide a two (2) year prior written notice to Tenant.

4. **Base Rent.** Tenant shall pay base rent in the amount of \$9,036.50 per month or \$108,438.00 annually, plus consideration of care and maintenance of the property. Lease payments shall be due and payable on the first day of each month until termination of the Lease. The Landlord may assess a reasonable late charge if the lease payment is not received by the fifth of the month. The lease shall be considered to be in default if any lease payment is more than thirty (30) days late.

4.1. **Adjustment of Basic Rent.** The term "Lease Year" as used herein shall mean each one-year period during the Term, commencing on the Commencement Date or its anniversary.

Commencing on the first day of the second (2nd) Lease Year of the Initial Term hereof and continuing on each anniversary of such date for the balance of the Term hereof (individually, an "Adjustment Date" and collectively, the "Adjustment Dates") the Base Rent payable hereunder shall be adjusted as follows:

July 1, 2007, \$9,858.00 per month or \$118,296.00 annually;
July 1, 2008, \$10,679.50 per month or \$128,154.00 annually.

In the event the Lessee exercises any option in accordance with Section 3 of this lease, the Parties agree to renegotiate the Basic Rent for such option period.

5. Operating Expenses/Taxes.

a. Tenant shall be responsible during the term of this Lease for the payment of any and all expenses incurred in connection with the operation of the Premises or incurred in connection with the operation of the Premises and fairly allocable to the Premises.

b. Tenant will pay all Property Taxes, if any, assessed, levied, confirmed, or imposed during the term of this Lease

c. As used in this Lease, the term Property Taxes shall mean any and all taxes, including, without implied limitation, possessory interest taxes, assessments, levies, and other charges of any kind, general and special, foreseen and unforeseen (including all installments of principal and interest required to pay any existing or future general or special assessments, and any increases resulting from reassessments made in connection with a change in ownership, new construction, or any other cause), now or later imposed by any governmental or quasi-governmental authority or special district having the power to tax or levy assessments, which are levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Premises (as now constructed or as may at any later time be constructed, altered, or otherwise changed) or Landlord's interest in the Premises, the fixtures, equipment, and other property of Landlord, real or personal, that are an integral part of and located on the Premises, the gross receipts, income, or rentals from the Premises, or the use of parking areas, public utilities, or energy within the Premises, or Landlord's business of leasing the Premises. If at any time during the term of this Lease, the method of taxation or assessment of the Premises prevailing as of the Commencement Date is altered so that in lieu of or in addition to any Property Tax described above there shall be levied, assessed, or imposed (whether because of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) an alternate or additional tax or charge (i) on the value, use, or occupancy of the Premises or Landlord's interest in the Premises, or (ii) on or measured by the gross receipts, income or rentals from the Premises, on Landlord's business of leasing the Premises, or computed in any manner with respect to the operation of the Premises, then any tax or charge, however designated, shall be included within the meaning of the term Property Taxes for purposes of this Lease. However, the term Property Taxes shall not include estate, inheritance, transfer, gift, or franchise taxes of Landlord or the federal or state net income tax imposed on Landlord's income from all sources.

Any Property Taxes resulting from Alterations made for or on behalf of Tenant under this Lease shall be paid entirely by Tenant. If the Premises is not separately assessed, tenant's share of

any Property Taxes shall be an equitable proportion of the Property Taxes for all of the land and improvements included within the tax parcel that is assessed.

6. Reservation of Rights.

a. Landlord reserves the right to grant and relocate rights on, over, under and through the Premises, including, without implied limitation, easements, licenses and dedications that Landlord deems necessary or desirable, and to record parcel maps and restrictions. Tenant agrees to sign any of these documents immediately upon request of Landlord, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto. If Tenant fails to deliver the requested instruments within 15 days of written request from Landlord, then Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney—in-fact, coupled with an interest for the purpose of completing, executing and delivering such written instruments for and on behalf of Tenant. Tenant acknowledges that this provision is a covenant running with the land. Tenant agrees to reimburse Landlord for reasonable attorneys' fees incurred by Landlord in connection with such preparation of documents or instruments in connection with this Section 6.

b. Landlord shall have the right, without it constituting an actual or constructive eviction of Tenant, without any abatement of rent under this Lease and without notice to or the consent of Tenant, to

- i. remove unauthorized persons from the Premises;
- ii. change the name or address of the Premises;
- iii. use or allow the use of the Premises while engaged in maintenance, repairs, construction, or other alterations to the Premises; and
- iv. perform any other acts and make other changes or alterations in the Premises as Landlord may deem reasonably appropriate.

7. Hazardous Substances.

a. Tenant agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances, as defined herein, by Tenant in or about the Premises shall strictly comply with all applicable Environmental Laws.

b. "**Environmental Laws**" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), 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**"); the Resource Conservation and Recovery Act of 1976 ("**RCRA**"); the Clean Water Act, also known as the Federal Water Pollution Control Act

("FWPCA"); the Toxic Substances Control Act ("TSCA"); the Hazardous Materials Transportation Act ("HMTA"); the Insecticide, Fungicide, Rodenticide Act; the Superfund Amendments and Reauthorization Act; the Clean Air Act; the Safe Drinking Water Act; the Solid Waste Disposal Act; the Surface Mining Control and Reclamation Act; the Emergency Planning and Community Right to Know Act; the Occupational Safety and Health Act; the California Underground Storage of Hazardous Substances Act; the California Hazardous Substances Account Act; the California Hazardous Waste Control Act; the California Safe Drinking Water and Toxic Enforcement Act; the Porter-Cologne Water Quality Act together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that 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.

c. **Hazardous Substances** includes without limitation:

- i. Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
- ii. Those substances listed in the United States Department of Transportation (DOT) Table, or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances;
- iii. Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and
- iv. Any material, waste, or substance that is
 - (1) a petroleum or refined petroleum product,
 - (2) asbestos,
 - (3) polychlorinated biphenyl,
 - (4) designated as a hazardous substance pursuant to 33 USCS 1321 or listed pursuant to 33 USCS 1317,
 - (5) a flammable explosive, or
 - (6) a radioactive material.

d. Tenant agrees to indemnify and defend Landlord harmless from any liabilities, losses, claims, damages, penalties, fines, attorney fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment,

transportation, release, or disposal of Hazardous Substances on or about the Premises by Tenant or by Tenant's agents, employees, contractors, subtenants or assigns.

e. If the presence of Hazardous Substances on the Premises caused or permitted by Tenant results in the contamination or deterioration of the Premises or any water or soil beneath the Premises, Tenant shall promptly take all action necessary to investigate and remedy that contamination.

f. Landlord and Tenant each agree to promptly notify the other of any communication received from any governmental entity concerning Hazardous Substances or the violation of Environmental Laws that relate to the Premises.

g. Tenant shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the Premises, except that Tenant may use (i) small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances used in connection with the Tenant's use of the Premises as set forth in Section 2a.. At any time during the term of this Lease, Tenant shall, within ten (10) days after written request from Landlord, disclose in writing all Hazardous Substances that are being used by Tenant on the Premises, the nature of the use, and the manner of storage and disposal.

h. At any time and upon prior written notice to Tenant, Landlord may require testing wells to be drilled on the Premises and may require the ground water to be tested to detect the presence of Hazardous Substances by the use of any tests that are then customarily used for those purposes. Landlord shall supply Tenant with copies of the test results. The cost of these tests and of the installation, maintenance, repair, and replacement of the wells shall be paid by Tenant if the tests disclose the existence of facts that give rise to liability of Tenant pursuant to this **Section 7**.

8. Repairs and Maintenance.

a. Tenant shall repair, maintain, and operate the Premises and repair and maintain the roof and exterior and structural parts of the Premises so that they are kept in good working order and repair. If any heating, air conditioning, ventilation, plumbing, electrical, or other equipment serves the Premises, Tenant shall maintain and operate and replace when necessary that equipment. Landlord shall not be responsible for repairs required by an accident, fire, or other peril or for damage caused to any part of the Premises by any act or omission of Tenant or Tenant's employees or agents, except as otherwise required by this Lease. Landlord may engage contractors of Landlord's choice to perform the obligations required by this Section, and the necessity of any expenditure to perform those obligations shall be at the sole discretion of Landlord. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from rent owing to Landlord.

b. Tenant shall clean and maintain in good order, condition, and repair and replace when necessary the following:

- i. all plumbing and sewage facilities in the Premises, including, without implied limitation, all plumbing fixtures, pipes, fittings, or other parts of the plumbing system in the Premises;

- ii. all fixtures, interior walls, floors, carpets, draperies, window coverings, and ceilings in the Premises;
- iii. all windows, doors, entrances, and plate glass in the Premises;
- iv. all electrical facilities and all equipment in the Premises, including all light fixtures, lamps, bulbs, tubes, fans, vents, exhaust equipment, and systems; and
- v. any fire detection or extinguisher equipment in the Premises.

c. With respect to utility facilities serving the Premises, Tenant shall be responsible for the maintenance and repair of any facilities that serve the Premises, including all facilities that are within the walls or floor or on the roof of the Premises.

d. Tenant shall:

- i. maintain, repair, and replace when necessary all heating, air conditioning, and ventilation equipment that services the Premises, and shall keep them in good condition through regular inspection and servicing, and
- ii. maintain continuously throughout the term of the Lease a service contract for the maintenance of all heating, air conditioning, and ventilation equipment with a licensed repair and maintenance contractor approved by Landlord; the contract should provide for periodic inspections and servicing of the heating, air conditioning, and ventilation equipment at least once every ninety (90) days during the term of the Lease.

However, Landlord may elect at any time during the term of the Lease to assume responsibility for the maintenance, repair, and replacement of the heating, air conditioning, and ventilation equipment that serves the Premises. Tenant shall maintain continuously throughout the term of the Lease a service contract for the washing of all windows, both interior and exterior surfaces, in the Premises; the contract should provide for the periodic washing of all windows at least once every forty-five (45) days during the term of the Lease.

e. If Tenant fails to perform Tenant's obligations under this Section or under any other section of this Lease, after five (5) days' prior written notice to Tenant, except in an emergency when no notice shall be required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the maximum rate then allowed by law.

9. **Alterations.**

a. Tenant shall not construct any alterations, improvements, or additions or otherwise alter the Premises ("**Alterations**") without Landlord's prior written consent, provided, however, that Tenant shall be entitled, without Landlord's prior consent, to make Alterations (i) that do not affect the structural integrity, the exterior sections, or watertight nature of the Building, and (ii) the

reasonably estimated cost of which does not exceed Ten Thousand Dollars (\$10,000). Notwithstanding the provisions of this agreement to the contrary, any Alteration, repair or addition to the utilities on the Premises require Landlord's prior written approval. If Landlord's approval for any Alterations is required, Tenant shall not undertake the Alterations until Landlord has given written consent to the plans and specifications, and the Alterations shall be constructed substantially in compliance with plans and specifications approved by a licensed contractor and by Landlord. All Alterations shall be constructed by a licensed contractor in accordance with all Laws using new materials of good quality.

- b. Tenant shall not commence construction of any Alterations until:
 - i. all required governmental approvals and permits have been obtained,
 - ii. all requirements regarding insurance imposed by this Lease have been satisfied,
 - iii. Tenant has given Landlord at least ten (10) days' prior written notice of Tenant's intention to commence construction, and
 - iv. Tenant has provided to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1.5) the estimated cost of the Alterations, to insure Landlord against any liability for mechanics' and material suppliers' liens and to ensure completion of the Alterations.

c. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished in connection with the Alterations that are or may become mechanics' or material suppliers' liens against the Premises or the Premises or any interest in them. Tenant shall have the right to, in good faith, contest the validity of any lien, claim, or demand, provided that Tenant shall, at Tenant's sole expense, defend Landlord against the lien, claim, or demand, and, upon the request of Landlord, Tenant shall furnish to Landlord a surety bond in an amount equal to the contested lien, claim, or demand indemnifying Landlord against liability and holding the Premises free from the effect of the lien, claim, or demand. In addition, Landlord may require Tenant to pay Landlord's attorney fees and costs in connection with the defense of any lien, claim, or demand. Tenant shall pay and satisfy any adverse judgment that may be rendered to enforce the lien, claim, or demand against the Landlord, the Premises, or the Premises.

d. All Alterations shall be and remain the property of Tenant during the term of this Lease but shall not be altered or removed from the Premises. At the expiration or sooner termination of the term of this Lease, all Alterations shall become the property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any portion of the value or cost. However, Landlord shall have the right to require Tenant to remove any Alterations, in that case, Tenant shall remove the Alterations prior to the expiration or sooner termination of the term of this Lease.

e. Tenant shall make any alteration, addition, or change of any sort to the Premises that is required by any Law because of:

- i. Tenant's particular use or change of use of the Premises;

- ii. Tenant's application for any permit or governmental approval; or
- iii. Tenant's construction or installation of any Alterations.

Any other alteration, addition, or change required by law shall be the responsibility of Landlord, subject, if any, to Landlord's right of reimbursement in **Section 5 or 6**.

10. **Personal Property.**

Any personal property of Tenant not affixed to the Premises shall be remain the property of Tenant and may be removed at the expiration of the Term or any extension.

11. **Trade Fixtures.**

a. Tenant shall have the right, at any time and from time to time during the Term and any renewal or extension, at Tenant's sole cost and expense, to install and affix in, to, or on the Premises items for use in Tenant's trade or business that Tenant, in Tenant's sole discretion, deems advisable (collectively, "**Trade Fixtures**"). Trade Fixtures or any other equipment installed in the Premises by Tenant shall remain the property of Tenant and may be removed at the expiration of the Term or any extension, provided that any damage to the Premises caused by the removal of Trade Fixtures or equipment shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or equipment that Tenant otherwise elects to abandon.

b. As security for Tenant's performance of this Lease, Tenant grants to Landlord a security interest in all Trade Fixtures owned by Tenant and now or later placed on the Premises by Tenant. Any right given Tenant by the provisions of **Section 11(a)** to remove the Trade Fixtures shall be exercisable only if, at the time of the removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time Tenant is not in default in performance of this Lease, trade in or replace any Trade Fixture, free of the security interest created by this Section. This security interest will then attach to the item that replaced the previous Trade Fixture. Upon default under this Lease, Landlord shall immediately have, as to the Trade Fixtures, the remedies provided to a secured party under the UCC in California.

c. Any Trade Fixtures that are not removed from the Premises by Tenant within thirty (30) days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as the owner of the real property to which they are affixed and not due to the lien provided to Landlord in **Section 11(b)**.

12. **Insurance.**

a. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease:

- i. Commercial general liability insurance, including property damage, against liability for bodily injury, personal injury, death, and damage to property occurring on the Premises with combined single limit coverage of at least

One Million Dollars (\$1,000,000) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least Two Million Dollars (\$2,000,000); that policy shall include contractual liability, insuring Tenant's performance of indemnification obligations contained in this Lease;

- ii. Fire and all risk property damage insurance, insuring any Alterations and all of Tenant's equipment and Trade Fixtures located on the Premises for full replacement cost; and

b. Where applicable, each policy of insurance required to be carried by Tenant pursuant to **Section 12(a)**:

- i. shall name Landlord and any other parties in interest that Landlord reasonably designates as additional insureds;
- ii. shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage of Landlord;
- iii. shall be in a form satisfactory to Landlord;
- iv. shall be carried with companies reasonably acceptable to Landlord;
- v. shall provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice to Landlord;
- vi. shall not have a deductible in excess of any amount reasonably approved by Landlord;
- vii. shall contain a cross liability endorsement; and
- viii. shall contain a severability clause.

If Tenant has in full force a blanket policy of liability insurance with the same coverage for the Premises as described in **Section 12(a)**, that blanket insurance shall satisfy the requirements of **Section 12(a)**, provided that the blanket policy specifically states the address of the Premises as being covered. A copy of each policy evidencing the insurance required to be carried by Tenant pursuant to **Section 12(a)** or a certificate of the insurer, certifying that the policy has been issued, which provides the coverage required by **Section 12(a)** and which contains the specified provisions, shall be delivered to Landlord prior to the time Tenant takes possession of the Premises and upon renewal of those policies, not less than thirty (30) days prior to the expiration of the term of the coverage.

c. Landlord may maintain, subject to reimbursement pursuant to **Section 5**, the following policies of insurance:

- i. a policy of fire and all risk property damage insurance insuring Landlord against loss of rents for a period of not less than twelve (12) months and from physical damage to the Premises, with coverage of not less than the full replacement cost. Landlord may insure the Premises separately, or may insure the Premises with other property owned by Landlord that Landlord elects to insure together under the same policy. Any fire and property damage insurance:
 - (1) may be endorsed to cover loss caused by any additional perils against which Landlord may elect to insure, including earthquake or flood, and to provide any additional coverage Landlord reasonably requires, and
 - (2) shall contain reasonable deductibles, which in the case of earthquake and flood insurance, may be up to 10 percent (10%) of the replacement value of the property insured or any higher amount that is then commercially reasonable. Landlord shall not be required to insure any Alterations constructed by Tenant;
- ii. a policy of commercial general liability insurance insuring Landlord against liability for personal injury, bodily injury, death, and damage to property occurring or resulting from an occurrence in, on, or about the Premises, with combined single limit coverage of at least One Million Dollars (\$1,000,000) and general aggregate combined single limit of bodily injury and property damage liability of Two Million Dollars (\$2,000,000).

d. Tenant shall pay any increase in Landlord's property insurance over the amount of the premium immediately prior to the commencement of the Term that is attributed by Landlord's insurance carrier to the nature of Tenant's occupancy or any act or omission of Tenant.

e. Tenant and Landlord each release the other and waive the entire right of recovery against the other for any damage or liability arising out of or incident to the perils insured against, whether due to the negligence of Landlord, Tenant, or their respective employees, agents, contractors, and invitees. Prior to obtaining the required policies of insurance, Tenant and Landlord shall notify their respective insurance carriers that the previous waiver of subrogation is in this Lease.

13. **Damage and Destruction.**

a. If the Premises are destroyed or damaged to the extent of 10 percent (10%) or more of the then full replacement cost from a cause not insured against under either Landlord's or Tenant's casualty insurance policy, Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant within thirty (30) days after the date of the damage or destruction, in which case this Lease shall terminate as of the receipt by Tenant of Landlord's notice. If the Lease is not so terminated, then Landlord shall diligently proceed to repair and restore the Premises.

b. If the Premises are destroyed or damaged to the extent of 10 percent (10%) or more of the then full replacement cost from a cause covered by either Tenant's or Landlord's casualty insurance, and that damage or destruction may be repaired or restored within ninety (90) days after

commencement of repair or restoration, then Landlord shall diligently proceed to repair and restore the Premises. If Landlord determines that the Premises cannot be repaired or restored within that period, then Landlord shall have the right to terminate this Lease by written notice to Tenant given within sixty (60) days after the date of damage or destruction; Tenant's obligation to pay rent and other charges under this Lease shall terminate as of the date of the damage or destruction or as of the date Tenant ceases to do business at the Premises, whichever date is later.

c. If the Building or the Premises is damaged to the extent of 50 percent (50%) or more of its replacement cost, Landlord may elect to terminate this Lease by written notice to Tenant given within sixty (60) days after the date of damage or destruction, whether the Premises are affected or not; in that case, this Lease shall terminate as of the receipt by Tenant of Landlord's notice.

d. If, in any case that is the subject of **Section 13**, the Premises or any portion of the Premises is rendered unfit for use and occupancy and this Lease is not terminated as provided above, a just proportion of the Base Rent, in light of the nature and extent of the damage, shall be abated until the Premises are restored by Landlord as provided above, excluding any fixtures or items installed or paid for by Tenant that Tenant is entitled or required to remove under this Lease.

e. Except as expressly provided in this Lease, damage to or destruction of the Premises shall not terminate this Lease or result in any abatement of rentals. Tenant waives any right of offset against Tenant's rental obligations that may be provided by any statute or rule of law in connection with Landlord's duties of repair and restoration under the provisions of this Lease.

f. Landlord shall not be responsible for any loss, damage, or destruction to Tenant's leasehold improvements or to fixtures, inventory, or other Tenant-owned improvements or property.

14. **Condemnation.** If any part of the Premises is condemned or otherwise taken under the power of eminent domain or conveyed in lieu of condemnation, and the condemnation or taking materially and adversely affects Tenant's occupancy of the Premises, either party shall, at each party's option, have the right to terminate this Lease. If any part of the Premises is condemned or taken and that materially and adversely affects the normal operation of the Building, Landlord, at Landlord's option, may terminate this Lease. In either event, Landlord shall receive any award that may be paid in connection with any condemnation or taking, and Tenant shall have no claim or interest in any award, whether or not the award or any part of it is attributable to the value of the unexpired term of this Lease. If a part of the Premises is condemned or taken, and neither party elects to terminate this Lease, but the Premises have been damaged as a consequence, Landlord agrees to use the proceeds of any reward for relocation, modification, restoration or repair. If the Premises is temporarily condemned or taken, this Lease shall be unaffected, and Tenant shall continue to pay all rent payable under this Lease; provided, however, that in such case, Tenant shall be entitled to receive that portion of any award that represents compensation for the use or occupancy of the Premises.

15. **Utilities.** Tenant shall promptly pay, as they become due, all charges for water, gas, electricity, telephone, sewer service, waste pick-up, and any other utilities or services furnished directly to or used by Tenant on or about the Premises, including, without implied limitation, any connection or hook-up fees and any penalties for discontinued or interrupted service. Tenant shall install a separate meter for each utility, at Tenant's expense, to measure the utility service supplied to the Premises.

16. Assignment and Subletting.

a. The terms and conditions in this Lease were offered solely to Tenant as an inducement to lease the Premises. Landlord would not necessarily lease the Premises to another tenant on such favorable terms and conditions, it being understood that Landlord is specifically relying on the identity of Tenant in agreeing to the terms and conditions in this Lease. Tenant acknowledges that the lease terms and conditions are for Tenant's benefit only so long as Tenant operates the business allowed by this Lease, and that Tenant is not entering into this Lease for any other purpose, such as the recognition of a leasehold value that it could later sell. It is understood and agreed that any value, upon the early termination of Tenant's occupancy of the Premises, shall revert to Landlord, either by termination of this Lease or as a condition of assignment or subletting, as provided in this Section. But for the previously stated reasons, Landlord would not enter into this Lease. Therefore, Tenant shall not voluntarily, involuntarily, or by operation of laws, without the prior written consent of Landlord, that Landlord may withhold in Landlord's sole, absolute and subjective discretion:

- i. sublet all or any part of the Premises or allow it to be sublet, occupied, or used by any person or entity other than Tenant;
- ii. assign Tenant's interest in this Lease;
- iii. mortgage or encumber the Lease, or otherwise use the Lease as a security device in any manner; or
- iv. amend or modify an assignment, sublease, or other transfer that has been previously approved by Landlord.

Any action taken or proposed to be taken pursuant to **Section 16(a)** shall be collectively referred to as an Assignment, and any third party succeeding to all or a portion of Tenant's interest under this Lease or proposed to succeed to all or a portion of Tenant's interest under this Lease shall be referred to as an Assignee. If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, any sale or transfer or cumulative sales or transfers of the capital stock of Tenant in excess of 25 percent (25%) or any sale or cumulative sales of 51 percent (51%) or more of the value of Tenant's assets shall be deemed an Assignment. However, the previous provisions shall not apply to corporations, the capital stock of which is publicly traded.

b. Tenant shall pay to Landlord, as an additional rent, all reasonable costs and attorney fees incurred by Landlord in connection with the evaluation, processing, or documentation of any requested Assignment, whether or not Landlord's consent is granted. Landlord's reasonable costs shall include the cost of any review or investigation performed by Landlord or consultant acting on behalf of Landlord of:

- i. any Hazardous Substances used, stored, released, or disposed of by the proposed Assignee, or
- ii. violations of any Environmental Law by the Tenant or the proposed Assignee.

c. Any Assignment approved by Landlord shall not be effective until Tenant has delivered to Landlord an executed counterpart of the document evidencing the Assignment that:

- (1) is in form and substance reasonably satisfactory to Landlord, and
- (2) contains the same terms and conditions as stated in Tenant's notice given to Landlord pursuant to **Section 16(c)**.

d. Any attempted Assignment without Landlord's consent shall constitute an Event of Default and shall be voidable at Landlord's option. Landlord's consent to any one Assignment shall not constitute a waiver of the provision of **Section 16** as to any subsequent Assignment or a consent to any subsequent Assignment. No Assignment, even with the consent of Landlord, shall relieve Tenant of the obligation to pay the rent and to perform all of the other obligations to be performed by Tenant. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease, nor to be a consent to any Assignment.

e. At least sixty (60) days before a proposed Assignment is to become effective, Tenant shall give Landlord written notice of the proposed terms of the Assignment and request Landlord's approval, which notice shall include the following:

- i. the name and legal composition of the Assignee;
- ii. a current financial statement of the Assignee, financial statements of the Assignee covering the preceding three (3) years, if they exist, and, if available, an audited financial statement of the Assignee for a period ending not more than one (1) year prior to the proposed effective date of the Assignment, all of which are to be prepared in accordance with generally accepted accounting principles;
- iii. the nature of the Assignee's business to be carried on in the Premises;
- iv. a statement of all consideration to be given on account of the Assignment; and
- v. any other information that Landlord requests.

f. Landlord's consent to a requested Assignment shall not be unreasonably withheld, but may be conditioned on amending the economic provisions of the Lease to the then current fair market levels or the other terms of the Lease, and be subject to the payment to Landlord of all consideration paid or to be paid by the Assignee to the Tenant.

g. Notwithstanding compliance of a proposed Assignment with the provisions of **Section 16**, if Landlord no longer desires Tenant to be bound, Landlord, in Landlord's sole and arbitrary discretion, in lieu of consenting to the proposed Assignment, by written notice to Tenant, may refuse to consent to the proposed Assignment, and Landlord may terminate this Lease effective thirty (30) days after receipt of notice, and Tenant and Landlord shall then be relieved of all subsequent liability under this Lease. ANY ASSIGNMENT, SUBLETTING, OCCUPANCY, OR USE WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, SHALL BE VOID AND

SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THIS LEASE. TENANT SPECIFICALLY UNDERSTANDS AND AGREES THAT AT ANY TIME AN EVENT OF DEFAULT OCCURS AND IS CONTINUING, TENANT SHALL HAVE NO RIGHT TO ASSIGN TENANT'S INTEREST IN THIS LEASE, AND LANDLORD SHALL HAVE NO OBLIGATION TO GIVE LANDLORD'S APPROVAL UNDER THIS SECTION IF TENANT ATTEMPTS AN ASSIGNMENT OR SUBLETTING WHILE IN DEFAULT.

h. If Tenant's obligations under this Lease have been guaranteed by third parties, any Assignment of Tenant's interest under this Lease and Landlord's consent shall not be effective unless those guarantors give written consent to the Assignment.

i. If an Event of Default occurs and is continuing, Landlord may proceed directly against Tenant, any Assignee, any guarantors, or any other party responsible for the performance of this Lease, without first exhausting Landlord's remedies against any other party responsible to Landlord, or resorting to any security held by Landlord.

j. If an Event of Default occurs and is continuing, Landlord may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of Tenant under any sublease, provided, however, that Landlord shall not be liable for any amounts paid by the subtenant to Tenant or for any defaults by Tenant under the sublease.

k. Every provision of **Section 16** shall be binding on any Assignee as if that Assignee were the tenant under this Lease.

l. No Assignee shall further assign or sublet the Premises without Landlord's prior written consent.

m. Landlord's consent to any Assignment shall not constitute an acknowledgment that no default exists under this Lease, nor shall consent be deemed a waiver of any existing default, except as otherwise stated by Landlord at the time.

17. **Indemnity.**

a. Tenant agrees to indemnify, defend, and hold Landlord, and Landlord's employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from:

- i. any cause occurring in or about or resulting from an occurrence in or about the Premises during the Lease Term,
- ii. the negligence or willful misconduct of Tenant or Tenant's agents, employees, and contractors, wherever it occurs, or
- iii. an Event of Tenant's Default.

The provisions of **Section 17(a)** shall survive the expiration or sooner termination of this Lease.

b. Landlord shall not be liable to Tenant, nor shall Tenant be entitled to terminate this Lease or to any abatement of rent for any damage to Tenant's property or any injury to Tenant or any of Tenant's employees, agents, or invitees, or loss to Tenant's business arising out of any cause, including, without implied limitation:

- i. the failure, interruption, or installation of any heating, air conditioning, or ventilation equipment;
- ii. the loss or interruption of any utility service;
- iii. the failure to furnish or delay in furnishing any utilities or services when the failure or delay is caused by fire or other casualty, the elements, labor disputes, acts of God, or any other circumstance beyond the control of Landlord;
- iv. the limitation, curtailment, rationing, or restriction on the use of water or electricity, gas or any other form of utility;
- v. vandalism, malicious mischief, or forcible entry by unauthorized persons or the criminal act of any person; or
- vi. seepage, flooding, or other penetration of water into any portion of the Premises.

18. **Default.** Each of the following shall constitute an event of default under this Lease (each, Event of Default):

a. Tenant's failure to make any payment required under this Lease when due;

b. The failure of Tenant to perform any of the covenants, conditions, or provisions of this Lease to be performed by Tenant, other than those requiring any payment to Landlord, where this failure continues for a period of thirty (30) days after written notice from Landlord to Tenant. However, if the nature of Tenant's failure reasonably requires more than thirty (30) days for cure, Tenant shall not be deemed to be in default if Tenant commences to cure within the thirty (30) day period and thereafter diligently continues this cure to completion;

c. Any of the following:

- i. The making by Tenant of any general arrangements or assignments for the benefit of creditors;
- ii. Tenant's becoming a debtor as defined in 11 USCS 101 or any successor statute, unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days after filing;
- iii. The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or of Tenant's interest in this Lease,

where possession is not restored to Tenant within thirty (30) days of this appointment; or

- iv. The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where this seizure is not discharged within thirty (30) days after the seizure.
- d. The vacation or abandonment of the Premises by Tenant;
- e. Tenant's Assignment in violation of **Section 16**.

19. **Remedies.** Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to:

a. terminate this Lease and all rights of Tenant by giving Tenant written notice that this Lease is terminated, in which case Landlord may recover from Tenant the sum of:

- i. the worth at the time of award of any unpaid rent that had been earned at the time of termination;
- ii. the worth at the time of award of the amount by which (A) the unpaid rent that should have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;
- iii. the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, as Tenant affirmatively proves could be reasonably avoided;
- iv. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations or that, in the ordinary course of things, would be likely to result; and
- v. all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in clauses (i) and (ii) of this Section, the worth at the time of award is computed by allowing interest at the rate of 10 percent (10%) per annum. As used in clause (iii) of this Section, the worth at the time of award is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent (1%). As used in this Section the term rent shall include Base Rent, Percentage Rent, and any other payments required by Tenant.

b. Continue this Lease, and from time to time, without terminating this Lease, either (i) recover all rent and other amounts payable as they become due or (ii) relet the Premises or any part of the Premises on behalf of Tenant for any term, at any rent, and pursuant to any other provisions as Landlord deems advisable, all with the right, at Tenant's cost, to make alterations and repairs to the Premises.

c. Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may cause property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of Tenant.

d. None of the following remedial actions, singly or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by Landlord to maintain or preserve the Premises; any efforts by Landlord to relet the Premises; any re-entry, repossession, or reletting of the Premises; or any re-entry, repossession, or reletting of the Premises by Landlord pursuant to this Article. If Landlord takes any of the previous remedial actions without terminating this Lease, Landlord may nevertheless at any time after taking any remedial action terminate this Lease by written notice to Tenant.

e. If Landlord relets the Premises, Landlord shall apply the revenue as follows: first, to the payment of any indebtedness, other than rent due from Tenant to Landlord; second, to the payment of any cost of reletting, including without limitation finder's fees and leasing commissions; third, to the payment of the cost of any maintenance and repairs to the Premises; and fourth, to the payment of rent and other amounts due and unpaid. Landlord shall hold and apply the residue, if any, to payment of future amounts payable as they become due. Should revenue from reletting during any month, after application pursuant to the foregoing provisions, be less than the sum of (i) Landlord's expenditures for the Premises during that month and (ii) the amounts due from Tenant during that month, Tenant shall pay the deficiency to Landlord immediately upon demand.

f. After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant; provided that Landlord by prior notice shall first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all costs, including costs of settlements, defense, court costs, and attorney fees, that Landlord may incur in the course of any cure.

g. No security or guaranty for the performance of Tenant's obligations, which Landlord may now or hereafter hold, shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

h. Except insofar as this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy given now or later or existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by that party of any violation or nonperformance by the other party of any obligations, agreements, or covenants shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of rights or remedies with respect to that violation or nonperformance.

20. **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, the name and address for that holder having been furnished to Tenant in writing, specifying in what respect Landlord has failed to perform the obligation. However, if Landlord's obligation requires more than thirty (30) days for performance, Landlord shall not be in default if Landlord commences to perform within the thirty (30) day period and afterwards diligently completes it.

21. **Exculpation of Landlord.** Notwithstanding any provisions to the contrary contained in this Lease, neither Landlord nor any of Landlord's board members, employees, affiliates, attorneys, advisors, or agents shall have any personal liability directly or indirectly with regard to this Lease or the transaction described in this Lease, or any agreements made or entered into under or in connection with this Lease or any amendment or amendments to any of the foregoing made at any time. If Tenant asserts any claim arising out of or in connection with this Lease or the transaction described in this Lease, Tenant's sole recourse shall be to the estate and interest of Landlord in and to the Premises. No other properties or assets of Landlord shall be subject to levy, attachment, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease or the transaction described in this Lease. Neither Landlord nor Landlord's employees agents contractors, advisors or affiliates shall have any personal liability or obligation whatsoever in connection with this Lease.

22. **Late Charges.** Tenant acknowledges that late payment of sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, if any sum due from Tenant is not received by Landlord when due, then without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to 10 percent (10%) of the overdue sum. The parties agree that the late charge represents a fair and reasonable estimate of the costs Landlord will incur because of late payment by Tenant. Acceptance of the late charge by Landlord shall not constitute a waiver of Tenant's default for the overdue sum, nor prevent Landlord from exercising any of the other rights and remedies in this Lease.

23. **Interest on Past Due Obligations.** Any amount that is due to Landlord and not paid when due shall bear interest from the date due at the maximum rate then allowable by law; provided, however, that interest shall not be payable on late charges incurred by Tenant. Payment of the interest shall not cure any default by Tenant under this Lease.

24. **Subordination.**

a. This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed upon the Premises and to any advances made on the security of it or Landlord's interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of it. However, if any mortgagee, trustee, or ground landlord elects to have this Lease prior to the lien of the mortgage or deed of trust or prior to the ground lease, and gives notice of that to Tenant, this Lease shall be deemed prior to the mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of the mortgage, deed of trust, or ground lease, or the date of recording. If any mortgage or deed of trust to which this Lease

is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure. If any ground lease to which this Lease is subordinate is terminated, Tenant shall attorn to the ground lessor. Tenant agrees to execute any documents, in form and substance reasonably acceptable to Tenant, required to subordinate, to make this Lease prior to the lien of any mortgage or deed of trust or ground lease, or to evidence the attornment.

b. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, or if any ground lease to which this Lease is subordinate is terminated, this Lease shall not be barred, terminated, cut off, or foreclosed. Neither shall the rights and possession of Tenant under this Lease be disturbed, if Tenant is not then in default in the payment of rental and other sums due under this Lease or otherwise in default under the terms of this Lease, and if Tenant attorns to the purchaser, grantee, or ground lessor as provided in **Section 24(a)** or, if requested, enters into a new lease for the balance of the term of this Lease on the same terms and provisions in this Lease. Tenant's covenant under **Section 24(a)** to subordinate this Lease to any ground lease, mortgage, deed of trust, or other hypothecation later executed is conditioned on each senior instrument containing the commitments specified in this subsection.

25. Estoppel Certificates.

a. At all times during the term of this Lease, each party agrees, following any request by the other party, promptly to execute and deliver to the requesting party within ten (10) days following delivery of a request an estoppel certificate:

- i. certifying that this Lease is unmodified and in full force, or if modified stating the nature of the modification and certifying that this Lease, as so modified, is in full force,
- ii. stating the date to which the rent and other charges are paid in advance, if any,
- iii. acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of any party, or if there are uncured defaults, specifying the nature of the defaults, and
- iv. certifying any other information about the Lease as may be reasonably required by the requesting party.

b. A failure to deliver an estoppel certificate within ten (10) days after delivery of a request shall be a conclusive admission that, as of the date of the request for such statement:

- i. this Lease is unmodified except as may be represented by the requesting party in the request and is in full force,
- ii. there are no uncured defaults in the requesting party's performance, and
- iii. no rent has been paid more than thirty (30) days in advance.

c. At any time during the term of this Lease, Tenant shall, upon ten (10) days' prior written notice from Landlord, provide Tenant's most recent financial statement and financial statements covering the three (3) year period prior to the date of the most recent financial statement to any existing or potential lender or buyer of the Premises. The statements shall be prepared in accordance with generally accepted accounting principles and, if it is the normal practice of Tenant, shall be audited by an independent certified public accountant.

26. Right of Relocation.

a. Landlord may elect by written notice to Tenant to relocate all or a portion of the Premises or all or a portion of the improvements on the Premise to another location controlled by the Landlord ("**Substitute Premises**") designated by Landlord, in Landlord's sole and absolute discretion. Landlord's notice shall be accompanied by a plan of the Substitute Premises. Tenant shall vacate and surrender the Premises and shall occupy the Substitute Premises promptly (and, in any event, not later than 30 days) after Landlord has substantially completed the work to be performed by Landlord in the Substitute Premises pursuant to Subsection 26(b), if any. This Lease shall remain in full force and effect, and the Substitute Premises shall thereafter be deemed to be the Premises.

b. Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's business, nor to any abatement or reduction of the Basic Monthly Rent, but Landlord shall, at Landlord's expense, do the following: (i) furnish and install in the Substitute Premises fixtures, equipment, improvements, appurtenances and leasehold improvements at least equal in kind and quality to those contained or to be contained in the Premises at the time such notice of substitution is given by Landlord; (ii) provide personnel to perform under Tenant's direction the moving of Tenant's property from the Premises to the Substitute Premises; (iii) promptly reimburse Tenant for Tenant's actual and reasonable out-of-pocket costs incurred in connection with the relocation of any telephone or other communications equipment from the Premises to the Substitute Premises; and (iv) promptly reimburse Tenant for any other actual and reasonable out-of-pocket costs incurred by Tenant in connection with Tenant's move from the Premises to the Substitute Premises provided such costs are approved by Landlord in advance, which approval shall not be unreasonably withheld. Tenant agrees to cooperate with Landlord so as to facilitate the prompt completion by Landlord of its obligations under this Section and the prompt surrender by Tenant of the Premises. Without limiting the generality of the preceding sentence, Tenant agrees (a) to provide to Landlord promptly any approvals or instructions and any plans and specifications or any other information reasonably requested by Landlord and (b) to perform promptly in the Substitute Premises any work to be performed therein by Tenant to prepare the same for Tenant's occupancy.

27. Transfer by Landlord. If Landlord transfers the Premises, Landlord shall be relieved of all liability for the performance of Landlord's obligations after the date of the transfer. However, any prepaid rent or security deposit held by Landlord at the time of the transfer shall be delivered to the transferee.

28. Severability. If any provision of this Lease is held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

29. **Time of Essence.** Time is of the essence under this Lease.

30. **Additional Rent.** All monetary obligations of Tenant to Landlord under the Lease, including, without implied limitation, the Base Rent, Operating Expenses, and the Percentage Rent, shall be deemed rent.

31. **Entire Agreement.**

a. This Lease constitutes the entire agreement between Landlord and Tenant, and there are no agreements or representations between the parties except as expressed in this Lease. Tenant acknowledges that neither Landlord nor Landlord's representatives have made any legally binding representation or warranty as to any matter except those expressly set forth, including any warranty as to:

- i. whether the Premises may be used for Tenant's intended use under existing law,
- ii. the suitability of the Premises or the Premises for the conduct of Tenant's business, or
- iii. the condition of any improvements.

b. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease. This instrument shall not be legally binding until it is executed by both Landlord and Tenant. No subsequent change or addition to this Lease shall be binding unless in writing and signed by Landlord and Tenant.

32. **Notices.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed given when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to Tenant at:

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

or to Landlord at:

March Joint Powers Authority
P.O. Box 7480
Moreno Valley, CA 92552

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

33. **Waivers.** No waiver by Landlord, nor any provisions in this Lease shall be deemed a waiver of any other provision of this Lease, of any subsequent breach of this Lease by Tenant, or of any other provision. Landlord's consent to or approval of any act by Tenant shall not waive the necessity for Landlord's consent to or approval of any subsequent act by Tenant. Landlord's acceptance of rent shall not be a waiver of any preceding breach of Tenant, other than Tenant's failure to pay the rent that Landlord accepted, regardless of Landlord's knowledge of the preceding breach at the time of acceptance of the rent.

34. **No Recording.** Neither party shall, without the express written consent of the other, execute, acknowledge, or record a memorandum of this Lease.

35. **Surrender of the Premises.**

a. Upon the expiration or sooner termination of this Lease, Tenant shall vacate and surrender the Premises to Landlord in the same condition as existed at the Commencement Date, except for:

- i. reasonable wear and tear, and
- ii. damage caused by any peril or condemnation.

b. If Landlord so requests, Tenant shall, prior to the expiration or sooner termination of this Lease:

- i. remove any Alterations that Tenant is required to remove pursuant to this Lease and repair all damage caused by such removal, and
- ii. return the Premises or any part of the Premises to its original configuration existing as of the time the Premises were delivered to Tenant.

c. If the Premises are not so surrendered at the termination of this Lease, Tenant shall be liable to Landlord for all costs incurred by Landlord in returning the Premises to the required condition. Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in surrendering the Premises, including without limitation any claims made by any succeeding tenant or losses to Landlord due to lost opportunities to lease to succeeding tenants.

36. **Holding Over.** At the end of the Term, or any extension, if Tenant holds over for any reason, it is hereby agreed that in the absence of a written agreement to the contrary that tenancy shall be from month-to-month only and not a renewal of this Lease, nor an extension for any further term. In that case, Tenant shall pay Base Rent in an amount equal to 200 percent (200 %) of the Base Rent payable prior to the end of the Term or any extension, and the month-to-month tenancy shall be subject to every other term, covenant, and condition contained in this Lease that is consistent with and not contrary to a month-to-month tenancy.

37. **Cumulative Remedies.** No remedy of election under this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

38. **Covenants and Conditions.** Each term of this Lease performable by Tenant shall be deemed both a covenant and a condition.

39. **Binding Effect.** Subject to Section 16, this Lease shall be binding on and inure to the benefit of the parties and their successors and assigns.

40. **Attorney Fees.** If either party brings an action to enforce the Lease, the prevailing Party, shall be entitled to reasonable attorney fees as determined by the court. Prevailing party shall include without limitation:

- a. a party who dismisses an action in exchange for sums allegedly due;
- b. a party who receives performance from the other party for an alleged breach of covenant or who receives a desired remedy that is substantially equal to the relief sought in an action; or
- c. a party determined to be the prevailing party by a court of law.

41. **Entry.**

a. Landlord and its agents may enter the Premises at any reasonable time after giving at least twenty-four (24) hours' prior written notice to Tenant, and immediately in the case of emergency, for the purpose of:

- i. inspecting the Premises;
- ii. posting notices of non-responsibility;
- iii. supplying any service to be provided by Landlord to Tenant;
- iv. showing the Premises to prospective purchasers, mortgagees, or tenants;
- v. making necessary alterations, additions, or repairs;
- vi. performing Tenant's obligations when Tenant has failed to do so after written notice from Landlord;
- vii. placing on the Premises ordinary for lease signs or for sale signs; and
- viii. responding to an emergency.

b. Landlord shall have the right to use any means Landlord deems necessary and proper to enter the Premises in an emergency. Any entry into the Premises obtained by Landlord in accordance with this Section shall not be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises.

42. **Signs.** Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Premises, any sign, awning, canopy, marquee, or other advertising without the express written

consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior show window of the Premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall maintain it in good appearance and repair at all times during this Lease. If at the end of the term of this Lease, any of the items mentioned in this Section are not removed from the Premises by Tenant, that item may, without damage or liability, be destroyed by Landlord.

43. **Merger.** The voluntary or other surrender of this Lease by Tenant, a mutual cancellation of this Lease, or a termination by Landlord shall not cause a merger, and shall, at the option of Landlord, terminate all existing subtenancies or may, at the option of Landlord, cause an assignment to a Landlord of all of these subtenancies.

44. **Security Measures.** Tenant acknowledges that Landlord shall have no obligation to provide any guard service or other security measures to the Premises, and Tenant assumes all responsibility for the protection of Tenant, Tenant's agents, invitees, and customers, and the property of Tenant and of Tenant's agents, invitees, and customers from acts of third parties. Nothing in this Lease shall prevent Landlord, at Landlord's sole option, from providing security protection for the Premises, the cost of which shall be included within the definition of Operating Expenses, as set forth in Section 5(a).

45. **Authority.** Each individual executing this Lease on behalf of Tenant represents and warrants that individual is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with the bylaws of the corporation, or on behalf of the partnership in accordance with the partnership agreement of the partnership, and that this lease is binding upon the corporation or partnership, as applicable, in accordance with its terms. Each of the persons executing this Lease on behalf of a corporation covenants and warrants that the party for whom the person is executing this Lease is a duly authorized and existing corporation, that it is qualified to do business in California, and that the corporation has full right and authority to enter into this Lease.

46. **Governing Law.** This Lease shall be governed by California law, and any litigation concerning this Lease between the parties shall be initiated in the Superior Court of Riverside County.

47. **Nondiscrimination.** Tenant herein covenants by and for itself and assigns, and all persons claiming under or through Tenant and this Lease is made and accepted upon and subject to the following conditions: 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, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises nor shall the Tenant, itself, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises.

48. **Americans with Disabilities Act.**

a. Tenant shall comply with all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA").

Any repairs, replacements, alterations, and improvements of Tenant shall comply with ADA requirements then in effect and be the sole responsibility and liability of Tenant.

49. **Offer.** Preparation of this Lease by Landlord or Landlord's agent and submission to Tenant shall not be deemed an offer to lease. This lease shall become binding on Landlord and Tenant only when fully executed by Landlord and Tenant.

The parties have executed this Lease as of the date first set forth above.

LANDLORD:

THE MARCH JOINT POWERS AUTHORITY,
a California public agency

By: _____
Richard A. Stewart, Chairman

ATTEST:

Carey A. Allen, Secretary

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

John E. Brown, Agency Counsel

TENANT:

RIVERSIDE COMMUNITY COLLEGE

Name Title

Approved as to form by:

Legal Counsel

EXHIBIT "A"

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-8-aa

Date: June 20, 2006

Subject: Proposed Service Agreement: Kone Inc. – 5 Year Full Service Maintenance Agreement, MLK High Tech Center

Background: Attached for the Board's review and consideration is an agreement between Kone Inc. and Riverside Community College District. Staff is proposing to enter into an agreement with Kone Inc. for complete maintenance of the elevator located in the Martin Luther King High Tech Center building.

The terms of the attached agreements will be from July 1, 2006 through July 1, 2011. Payment in consideration of this agreement will be \$2,100.00 annually or \$175.00 a month.

The funding source will be from the general building/equipment maintenance operations budget in Resource 1000.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement between Riverside Community College District and Kone Inc. in the annual amount of \$2,100.00 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Ralph Perez
Director, Facilities Operations and Maintenance

RECEIVED
 MAR 10 2006
 FACILITIES

PREMIUM (COMPLETE MAINTENANCE) AGREEMENT FOR VERTICAL TRANSPORTATION

PURCHASER (Equipment Owner):

Riverside Community College MLK High Tech Center
 4800 Magnolia Ave
 Riverside, Ca 92507

SERVICE LOCATION:

Riverside Community College MLK High Tech Center
 4800 Magnolia Ave
 Riverside, Ca 92507

EQUIPMENT DESCRIPTION

Make	Model	Freight		Passenger		Escalator	Walk	Other
		Traction	Hydraulic	Traction	Hydraulic			
	Microprocessor				1			

THIS CONTRACT/AGREEMENT, dated 03/10/2006, by and between Riverside Community College MLK High Tech Center, (Purchaser) and KONE Inc. (Contractor) is for Complete Maintenance for the vertical transportation located at Riverside Community College MLK High Tech Center.

KONE and Purchaser, in consideration of the terms, covenants & conditions set forth, hereby agree as follows:

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear.

HYDRAULIC ELEVATORS

MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM

Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories.

KONE First Service technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

POWER UNIT

Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

CAR EQUIPMENT

Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

ELECTRICAL

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

HOISTWAY AND PIT EQUIPMENT

Landing and slowdown switches, limits and car buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

HOUSEKEEPING

Purchaser and KONE have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS

KONE will use lubricants compounded under OEM's specifications or equal.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

KONE SERVICE CENTER

The KONE Service Center is available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given.

SERVICE REQUESTS (CALLBACKS)

This Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked. All work outside the scope of this Agreement is to be performed by KONE at an agreed upon rate.

Purchaser will also be charged for travel time to and from project location at KONE's regular billing rates.

Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests do not include work that requires more than one technician or more than two hours to complete.

TESTS

KONE will perform the following tests on the equipment:

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.

The monthly Firefighter's Service Test will be performed and the necessary records kept as required by the A.S.M.E. A-17.1 code.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

HYDRAULIC ELEVATOR

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including any consequential damages.

GENERAL

KONE shall not be obligated to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A.S.M.E. codes, or other governmental or non-governmental authorities. KONE will maintain the equipment performance and its components to the operating condition at the effective date of this agreement. KONE shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in this agreement. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. KONE shall not be obligated to make changes or adjustments required by new or retroactive code changes. KONE will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement. KONE will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. KONE shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

KONE shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the Owner's expense.

INDEMNITY CLAUSE

Purchaser shall indemnify, defend and save harmless KONE from and against liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against KONE arising out of the concurrent, active or passive negligence of KONE in any way connected with the services provided under this Agreement or the use or operation of the equipment. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

PURCHASER ASSURANCES

AUTHORIZED PERSONNEL

Purchaser agrees to furnish KONE with a list of authorized personnel responsible for building operations.

WIRING DIAGRAMS

Purchaser agrees to provide KONE with a complete set of as built wiring diagrams.

NOTIFICATION

In the event that the equipment is not functioning properly, purchaser agrees to shut down equipment and notify KONE for repair.

Purchaser agrees to notify KONE in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided immediately and written notification must be provided within seven days.

OPERATION

Purchaser shall at all times be solely liable for the proper use of the equipment. Purchaser agrees to post any and all instructions and warnings to passengers related to the use of the equipment. Purchaser shall not permit anyone other than KONE to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement.

TESTING AND SERVICING

Purchaser agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.

EQUIPMENT ACCESS

Purchaser agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. Purchaser agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. Purchaser agrees to provide a safe workplace for our personnel.

SATISFACTION

If you are ever less than very satisfied with KONE's performance, Purchaser agrees to contact KONE immediately.

CONTRACT TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of FIVE (5) years. This Agreement will automatically renew for successive terms of FIVE (5) years thereafter. Either party may terminate this Agreement either at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being FIVE (5) years from the effective date of this agreement or FIVE (5) years from the effective date of any subsequent renewal term. The parties acknowledge that delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to KONE as liquidated damages. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. KONE may, at its sole discretion, terminate this Agreement at any time upon thirty (30) days advance notice in writing due to the Purchaser's

breach of contract, safety or liability issues or Purchaser's refusal to authorize necessary repairs or upgrades.

CONTRACT PRICE

KONE in consideration of **\$525.00 (FIVE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS)** payable by Purchaser quarterly in advance (equivalent to **\$175.00/month**), hereby agrees to furnish services herein described on the equipment within the agreement.

PRICE ADJUSTMENTS

The contract price will be adjusted annually on January 1 of each year of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

Labor

100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel, insurance or other administrative expenses increase.

PAYMENT TERMS

Payments are due within ten (10) days of date of invoice. A delinquent payment charge calculated at the rate of 1½% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may at KONE's option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for an independent elevator consulting firm to evaluate KONE's performance within the scope of this contract. The elevator consulting firm shall be mutually agreed upon by Purchaser and KONE.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of ninety (90) days shall be allowed for KONE to correct the corresponding non-compliance.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE ninety (90) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all previously outstanding balances owed KONE.

TAX

Purchaser shall pay, in addition to the price, any tax imposed upon Purchaser by any existing or future law and the amount of tax imposed upon KONE, KONE's suppliers or Purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder.

OBLIGATIONS OF THE PARTIES

Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. KONE shall not be liable for any work, service or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be merged herein and this Agreement including changes in or additions to shall not be binding upon KONE until approved by a local Office Manager or one of its executive officers at Moline, Illinois. Submission of this contract does not void or otherwise nullify the existing contract until this new contract is signed and approved by both parties. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties.

VENUE

The Purchaser does hereby agree that the exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.



First Service Contact Information

Customer Contact

Service Location
Riverside Community College MLK High Tech Center
Service Agreement Number

Agreement Effective Date
07/01/2006
Contact Person
Scott Zwart
Telephone Number
(951) 222-8474
Fax Number
(951) 222-8737
Email Address

Purchaser (Equipment Owner)

Address
Riverside Community College MLK High Tech Center
4800 Magnolia Ave
Riverside, Ca 92507
Contact Person
Scott Zwart
Telephone Number
(951) 222-8474
Fax Number
(951) 222-8737
Email Address

KONE Contact

KONE Account Representative
Amy McCourtney
Telephone Number
(951) 682-5305
Fax Number
(951) 682-4001
E-Mail Address
amy.mccourtney
KONE Service Manager
Gary Thomas
24 Hour Call Center
877-276-8691
Website Address
www.kone.com

ACCEPTANCE

The parties to the service agreement agree to the conditions contained herein:

Signed for and on behalf of Riverside Community College MLK High Tech Center

(Signature)

(Print Name)

(Print Title)

Date: ___ / ___ / ___

Respectfully submitted,
KONE, Inc.

(Submitted By) Amy McCourtney

(Approved By) Authorized Representative

Date: ___ / ___ / ___

Attachment A Additional Terms and Conditions

The term of the contract will be for five years starting July 1, 2006 through July 11, 2011.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No. V-A-8-bb

Date: June 20, 2006

Subject: First Amendment to Lease Agreement with Corona-Norco Unified School District
(John F. Kennedy Middle College High School)

Background: At its June 17, 2003, meeting, the Board of Trustees approved entering into a ground lease agreement with the Corona-Norco Unified School District to facilitate the construction of the John F. Kennedy Middle College High School. The initial term of that agreement was for a period of thirteen (13) years.

The School District has now been advised by the California Office of Public School Construction that the minimum initial lease period must be for a period of forty (40) years from the date the School opens to qualify the School District for State funding. The School District has thus asked that the Board consider the attached amendment to said lease agreement whereby the initial term is extended from June 3, 2016 to September 5, 2046. The School District has also asked for Board action at the June 20, 2006, meeting, as the amended lease must be submitted to the State by June 24. College legal counsel (Mr. Dave Saunders) has reviewed this matter and approved the language in the attached amendment.

Recommended Action: It is recommended that the Board of Trustees approve the attached First Amendment to Lease Agreement with the Corona-Norco Unified School District and authorize the Chancellor to sign the amendment.

Salvatore G. Rotella
Chancellor

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

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“First Amendment”) is made and entered into as of June 21, 2006, by and between the Corona-Norco Unified School District, a public school district organized and existing under the laws of the State of California (“School District” or “Tenant”) and the Riverside Community College District (“College” or “Landlord”), and together the “Parties”.

WHEREAS, College and School District entered into that certain Lease Agreement as of June 18, 2003 (“Lease”), whereby School District leased from College an approximate 12.63 acres of land located on the Riverside Community College Norco Campus for the purpose of constructing and operating the John F. Kennedy Middle College High School (“School”); and

WHEREAS, the Initial Term of the Lease currently expires on June 3, 2016 pursuant to Section 1.1 of the Lease; and

WHEREAS, the California Office of Public School Construction (“OPSC”) has advised the School District that pursuant to Section 1859.22 of the School Facilities Program Regulations, the minimum initial term of the Lease must be for a period of 40 years from the date the School opens on September 5, 2006; and

WHEREAS, the Parties desire to amend the Lease to revise the Initial Term.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1.1 of the Lease is amended to read:

Unless earlier terminated in accordance with the provisions hereof, the term of this Lease shall commence on June 18, 2003 (“Commencement Date”), and shall continue through September 5, 2046 (the “Initial Term”), subject to any options to renew or extend as are set forth in Section 1.2 herein, and shall grant to School District the exclusive right to occupy, use, and improve the Site during the Term of the Lease with school-related facilities.

2. Except as expressly amended by this First Amendment, the Lease shall remain in full force and effect in accordance with its original terms.

3. Unless otherwise defined in this First Amendment, all capitalized terms used herein shall have the same meanings as assigned to them in the Lease.

4. This First Amendment may be executed in two (2) or more counterparts, each of which shall be an original, but all of which shall constitute one in the same Lease.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first above written.

RIVERSIDE COMMUNITY
COLLEGE NORCO

CORONA-NORCO UNIFIED
SCHOOL DISTRICT

By: _____
Dr. Salvatore G. Rotella

By: _____
Ted E. Rozzi

Its: Chancellor

Its: Assistant Superintendent, Facilities

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-a

Date: June 20, 2006

Subject: Surplus Property

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Aaron Brown
Associate Vice Chancellor

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR - 19 INCH	EV910	190168078280	015026
1	GATEWAY	MONITOR - 19 INCH	EV910	190168078426	015047
1	DELL	COMPUTER - CPU PC	310	H0254	014623
1	DELL	MONITOR - FLAT PANEL	1501	TW-0532OU-47800-014-LOOD	014629
1	DELL	MONITOR - 17 INCH FLAT	1500FP	3492DACD4779	013931
1	DELL	MONITOR - 17 INCH	M780	5322DF6KOW89	013943
1	GATEWAY	MONITOR - 17 INCH	VX720	P005042218	014541
1	GATEWAY	MONITOR - 19 INCH	VX900	G9C007345	012885
1	GATEWAY	MONITOR - 19 INCH	VX920	P008022316	017260
1	GATEWAY	MONITOR - 22 INCH	VX1120	010045988	017301
1	GATEWAY	MONITOR - 22 INCH	VX1120	010042461	017299
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B384931	017266
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B385213	017248
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B384985	018122
1	ENTERASYS	HUB/ROUTER/SWITCH	VH-8G	01167052210B	018320
1	CABLETRON	HUB/ROUTER	SSR-2-B128	325401170265050B	018321
1	GATEWAY	COMPUTER - CPU PC	E3400	0023389670	019287
1	DELL	COMPUTER - CPU PC	410	6Y6BU	014097
1	CLONE	CPU W/MONITOR	PII	2722JPX	020686
1	GATEWAY	MONITOR	700-069CS	17004A122478	-----
1	SHARP	CALCULATOR	CS-2187	21003071	-----
1	SHARP	CALCULATOR	QS-2760A	6D002494	-----
1	IBM	TYPEWRITER	6782	11-0033041	000030
1	LEXMARK	PRINTER	4078-011	9500883836	-----
1	MARTINYALE	AUTO FOLDER	121700	32760	-----
1	GATEWAY	MONITOR	700-069LS	17004A427648	010545
1	GATEWAY	MONITOR	700-069LS	17004A427648	010545

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-9-b

Date: June 20, 2006

Subject: Request for Approval to Secure Engineering Services, Moreno Valley Hot Water Loop System

Background: For the past twelve years, the Hot Water Loop System that serves the Phase I buildings on the Moreno Valley campus has experienced leaks. During the past eighteen months, these leaks have become more and more frequent and have caused sediment to enter the loop system. This sediment is now impacting boiler efficiency and fan coil unit operation.

Staff has had the system evaluated by tBP Architects, the Phase I design architect, and two outside consultants. The consensus of those who have evaluated the system is that the piping must be replaced and that an evaluation of the fan coil units must be made to determine if they can be cleaned of sediment build up or if they also must be replaced. Staff is recommending that an engineer be hired to prepare design specifications for the replacement of the loop piping and to examine the fan coil units and prepare work specifications for either cleaning or replacing them.

Recommended Action: It is recommended that the Board of Trustees authorize the Vice Chancellor, Administration and Finance or his designee to negotiate an agreement with an engineering firm in an amount not to exceed \$50,000 to evaluate the operational condition of the fan coil units of the Moreno Valley Phase II Hot Water Loop System, prepare design specifications for the replacement of the loop piping and prepare specifications for cleaning or replacing the system fan coil units. It is further recommended that the Board of Trustees approve the use of Measure C funds to cover the cost for these services.

Salvatore G. Rotella
Chancellor

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

and

Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: June 20, 2006

Subject: Monthly Financial Report

Background: The Monthly Financial Report provides summary financial information, by Resource, for the period July 1, 2005 through April 30, 2006. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: June 20, 2006

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended April 30, 2006.

Salvatore G. Rotella
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 103,662,808	\$ 113,954,558	\$ 113,954,558	\$ 94,505,619
Intrafund Transfer from				
District Bookstore (Resource 1110)	510,000	450,000	450,000	337,500
Interfund Transfer from				
Self-Funded Equipment and Facility Projects (Resource 4150)	983,860	1,123,870	1,123,870	842,901
General Obligation Bond Funded Capital Outlay (Resource 4160)	1,555,074	0	0	0
Total Revenues	<u>\$ 106,711,742</u>	<u>\$ 115,528,428</u>	<u>\$ 115,528,428</u>	<u>\$ 95,686,020</u>
Expenditures				
Academic Salaries	\$ 48,089,863	\$ 54,502,666	\$ 54,493,595	\$ 43,900,266
Classified Salaries	20,330,195	24,702,912	24,477,852	18,266,482
Employee Benefits	17,958,103	20,527,817	20,535,121	15,221,238
Materials & Supplies	1,529,036	2,211,273	2,216,306	1,671,788
Services	9,404,781	12,269,080	12,180,315	7,704,240
Capital Outlay	1,331,282	3,897,996	6,308,555	4,929,062
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	641,731	665,157	665,157	492,321
Customized Solutions (Resource 1170)	173,470	173,470	173,470	130,101
EOPS (Resource 1190)	10,432	0	0	0
Federal Work Study (Resource 1190)	127,860	130,595	130,595	101,053
Matriculation (Resource 1190)	257,287	273,213	273,213	204,909
Charter School (Resource 1190)	40,229	0	0	0
Instr. Equipment Match (Resource 1190)	586,892	663,574	663,574	663,574
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,942
Interfund Transfer to:				
Resource 3300	320,000	220,000	220,000	165,000
Resource 6100	500,000	500,000	500,000	500,000
Total Expenditures	<u>\$ 101,494,418</u>	<u>\$ 120,931,010</u>	<u>\$ 123,031,010</u>	<u>\$ 94,094,976</u>
Revenues Over (Under) Expenditures	\$ 5,217,324	\$ (5,402,582)	\$ (7,502,582)	\$ 1,591,045
Beginning Fund Balance	<u>7,402,371</u>	<u>12,619,695</u>	<u>13,022,273</u>	<u>13,022,273</u>
Ending Fund Balance	<u>\$ 12,619,695</u>	<u>\$ 7,217,113</u>	<u>\$ 5,519,691</u>	<u>\$ 14,613,318</u>
Ending Cash Balance				<u>\$ 17,183,969</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,083,612	\$ 2,093,694	\$ 2,093,694	\$ 1,526,624
Expenditures				
Classified Salaries	\$ 1,126,627	\$ 1,338,256	\$ 1,326,216	\$ 931,841
Employee Benefits	353,729	402,891	402,891	271,848
Materials & Supplies	53,642	57,760	91,900	42,434
Services	249,709	287,271	287,271	209,089
Capital Outlay	131,393	346,634	346,634	120,358
Total Expenditures	\$ 1,915,100	\$ 2,432,812	\$ 2,454,912	\$ 1,575,569
Revenues Over (Under) Expenditures	\$ 168,512	\$ (339,118)	\$ (361,218)	\$ (48,946)
Beginning Fund Balance	784,079	952,591	952,591	952,591
Ending Fund Balance	\$ 952,591	\$ 613,473	\$ 591,373	\$ 903,645
Ending Cash Balance				\$ 925,221

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

Student Health Services was established to account for the financial activities of the student health programs at each of the District's three campuses.

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 578,034	\$ 650,816	\$ 860,816	\$ 722,183
Expenditures				
Academic Salaries	\$ 115,176	\$ 133,623	\$ 127,262	\$ 79,283
Classified Salaries	229,494	299,161	332,510	179,648
Employee Benefits	44,401	60,034	67,596	42,129
Materials & Supplies	21,929	45,900	81,339	16,464
Services	81,448	82,511	158,652	84,313
Capital Outlay	831	8,800	72,670	5,657
Total Expenditures	\$ 493,279	\$ 630,029	\$ 840,029	\$ 407,494
Revenues Over (Under) Expenditures	\$ 84,755	\$ 20,787	\$ 20,787	\$ 314,689
Beginning Fund Balance	333,088	417,843	417,843	417,843
Ending Fund Balance	\$ 417,843	\$ 438,630	\$ 438,630	\$ 732,532
Ending Cash Balance				\$ 733,199

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,002,094	\$ 1,059,424	\$ 1,059,424	\$ 821,607
Expenditures				
Academic Salaries	\$ 8,025	\$ 18,172	\$ 18,172	\$ 15,314
Classified Salaries	336,871	362,222	362,222	272,543
Employee Benefits	69,728	68,055	68,055	53,174
Materials & Supplies	18,428	17,400	17,400	12,774
Services	501,902	548,618	573,618	416,969
Capital Outlay	812	13,650	13,650	9,376
Total Expenditures	\$ 935,766	\$ 1,028,117	\$ 1,053,117	780,149
Revenues Over (Under) Expenditures	\$ 66,328	\$ 31,307	\$ 6,307	\$ 41,459
Beginning Fund Balance	15,549	81,877	81,877	81,877
Ending Fund Balance	\$ 81,877	\$ 113,184	\$ 88,184	\$ 123,336
Ending Cash Balance				\$ 124,706

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 685,697	\$ 710,675	\$ 710,675	\$ 595,175
Intrafund Transfer from General Operating (Resource 1000)	<u>193,257</u>	<u>193,257</u>	<u>193,257</u>	<u>144,942</u>
Total Revenues	<u>\$ 878,954</u>	<u>\$ 903,932</u>	<u>\$ 903,932</u>	<u>\$ 740,117</u>
Expenditures				
Classified Salaries	\$ 241,983	\$ 270,710	\$ 249,134	\$ 215,601
Employee Benefits	67,876	82,532	83,385	63,418
Materials & Supplies	38,965	41,556	36,088	30,055
Services	528,638	507,134	531,917	515,613
Capital Outlay	<u>0</u>	<u>0</u>	<u>1,408</u>	<u>1,408</u>
Total Expenditures	<u>\$ 877,462</u>	<u>\$ 901,932</u>	<u>\$ 901,932</u>	<u>\$ 826,095</u>
Revenues Over (Under) Expenditures	\$ 1,492	\$ 2,000	2,000	\$ (85,978)
Beginning Fund Balance	<u>(532,660)</u>	<u>(531,168)</u>	<u>(531,168)</u>	<u>(531,168)</u>
Ending Fund Balance	<u>\$ (531,168)</u>	<u>\$ (529,168)</u>	<u>\$ (529,168)</u>	<u>\$ (617,146)</u>
Ending Cash Balance				<u>\$ (613,757)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 837,758	\$ 843,144	\$ 843,144	\$ 728,595
Expenditures				
Classified Salaries	\$ 4,541	\$ 0	\$ 0	\$ 0
Employee Benefits	521	0	0	0
Services	29,751	31,050	31,050	26,758
Interfund Transfer to				
Food Services (Resource 3200)	326,930	356,930	356,930	260,198
Intrafund Transfer to				
General Operating (Resource 1000)	510,000	450,000	450,000	337,500
Total Expenditures	\$ 871,743	\$ 837,980	\$ 837,980	\$ 624,456
Revenues Over (Under) Expenditures	\$ (33,985)	\$ 5,164	\$ 5,164	\$ 104,139
Beginning Fund Balance	121,618	87,633	87,633	87,633
Ending Fund Balance	\$ 87,633	\$ 92,797	\$ 92,797	\$ 191,772
Ending Cash Balance				\$ 191,772

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 223,606	\$ 890,902	\$ 890,902	\$ 176,785
Intrafund Transfer from General Operating (Resource 1000)	<u>173,470</u>	<u>173,470</u>	<u>173,470</u>	<u>130,101</u>
Total Revenue	<u>\$ 397,076</u>	<u>\$ 1,064,372</u>	<u>\$ 1,064,372</u>	<u>\$ 306,886</u>
Expenditures				
Academic Salaries	\$ 2,014	\$ 49,588	\$ 49,588	\$ 400
Classified Salaries	121,499	124,150	124,150	76,414
Employee Benefits	39,915	51,355	51,355	18,651
Materials & Supplies	8,163	61,267	64,267	7,073
Services	111,167	545,127	542,127	76,936
Capital Outlay	<u>573</u>	<u>574</u>	<u>574</u>	<u>0</u>
Total Expenditures	<u>\$ 283,331</u>	<u>\$ 832,061</u>	<u>\$ 832,061</u>	<u>\$ 179,474</u>
Revenues Over (Under) Expenditures	\$ 113,745	\$ 232,311	\$ 232,311	\$ 127,412
Beginning Fund Balance	<u>(27,044)</u>	<u>86,701</u>	<u>86,701</u>	<u>86,701</u>
Ending Fund Balance	<u>\$ 86,701</u>	<u>\$ 319,012</u>	<u>\$ 319,012</u>	<u>\$ 214,113</u>
Ending Cash Balance				<u>\$ 215,031</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

Redevelopment Pass-Through receives a portion of tax increment revenues from various redevelopment projects within the boundaries of the District. Currently, expenditures are restricted to capital projects located in the redevelopment project areas generating the tax increment revenues.

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 650,860	\$ 670,200	\$ 670,200	\$ 283,083
Expenditures				
Services	\$ 130,487	\$ 156,100	\$ 156,100	\$ 126,631
Total Expenditures	\$ 130,487	\$ 156,100	\$ 156,100	\$ 126,631
Revenues Over (Under) Expenditures	\$ 520,373	\$ 514,100	\$ 514,100	\$ 156,452
Beginning Fund Balance	1,651,823	2,172,196	2,172,196	2,172,196
Ending Fund Balance	\$ 2,172,196	\$ 2,686,296	\$ 2,686,296	\$ 2,328,648
Ending Cash Balance				\$ 1,278,647

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

Grants and Categorical Programs is used to account for financial activity for each of the District's grant and categorical programs.

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 15,378,144	\$ 18,156,797	\$ 20,104,896	\$ 9,897,291
Interfund Transfer from Self Funded Equip. and Facilities Projects (Resource 4150)				
For Instructional Equipment Match	11,073	0	0	0
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	641,731	665,157	665,157	492,321
For EOPS	10,432	0	0	0
For Federal Work Study	127,860	130,595	130,595	101,053
For Matriculation	257,287	273,213	273,213	204,909
For Gateway to College	40,229	0	0	0
For Instructional Equipment	586,892	663,574	663,574	663,574
Total Revenues	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 21,837,435</u>	<u>\$ 11,359,148</u>
Expenditures				
Academic Salaries	\$ 3,028,648	\$ 3,271,665	\$ 3,476,087	\$ 2,294,957
Classified Salaries	4,136,893	5,245,455	5,633,329	3,837,105
Employee Benefits	2,092,018	2,531,666	2,642,476	1,664,808
Materials & Supplies	1,292,608	1,348,670	1,756,271	458,772
Services	3,097,687	4,378,137	4,459,619	1,492,236
Capital Outlay	3,100,696	2,707,351	3,384,670	1,803,902
Scholarships	68,794	194,466	222,266	41,181
Student Grants (Financial, Book, Meal, Transportation)	236,304	211,926	262,717	216,688
Total Expenditures	<u>\$ 17,053,648</u>	<u>\$ 19,889,336</u>	<u>\$ 21,837,435</u>	<u>\$ 11,809,649</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (450,501)
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>\$ (450,501)</u>
Ending Cash Balance				<u>\$ (803,121)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,292,842	\$ 1,260,600	\$ 1,260,600	\$ 959,818
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>326,930</u>	<u>356,930</u>	<u>356,930</u>	<u>260,198</u>
Total Revenues	<u>\$ 1,619,772</u>	<u>\$ 1,617,530</u>	<u>\$ 1,617,530</u>	<u>\$ 1,220,016</u>
Expenditures				
Classified Salaries	\$ 557,682	\$ 651,093	\$ 651,093	\$ 489,553
Employee Benefits	188,406	256,996	256,996	171,982
Materials & Supplies	711,968	694,892	694,731	542,030
Services	103,126	91,245	90,937	81,055
Capital Outlay	<u>15,175</u>	<u>0</u>	<u>469</u>	<u>468</u>
Total Expenditures	<u>\$ 1,576,357</u>	<u>\$ 1,694,226</u>	<u>\$ 1,694,226</u>	<u>\$ 1,285,089</u>
Revenues Over (Under) Expenditures	\$ 43,415	\$ (76,696)	\$ (76,696)	\$ (65,073)
Beginning Fund Balance	<u>252,534</u>	<u>295,949</u>	<u>295,949</u>	<u>295,949</u>
Ending Fund Balance	<u>\$ 295,949</u>	<u>\$ 219,253</u>	<u>\$ 219,253</u>	<u>\$ 230,876</u>
Ending Cash Balance				<u>\$ 206,472</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 769,518	\$ 1,004,906	\$ 1,084,506	\$ 885,958
Interfund Transfer from General Operating (Resource 1000)	<u>320,000</u>	<u>220,000</u>	<u>220,000</u>	<u>165,000</u>
Total Revenues	<u>\$ 1,089,518</u>	<u>\$ 1,224,906</u>	<u>\$ 1,304,506</u>	<u>\$ 1,050,958</u>
Expenditures				
Academic Salaries	\$ 642,370	\$ 758,229	\$ 809,929	\$ 615,148
Classified Salaries	150,789	138,501	171,401	127,944
Employee Benefits	166,198	183,453	183,453	145,047
Materials & Supplies	48,903	58,032	51,013	30,634
Services	48,413	53,030	53,030	32,506
Capital Outlay	<u>841</u>	<u>0</u>	<u>2,019</u>	<u>468</u>
Total Expenditures	<u>\$ 1,057,514</u>	<u>\$ 1,191,245</u>	<u>\$ 1,270,845</u>	<u>\$ 951,746</u>
Revenues Over (Under) Expenditures	\$ 32,004	\$ 33,661	\$ 33,661	\$ 99,211
Beginning Fund Balance	<u>(1,455)</u>	<u>30,549</u>	<u>30,549</u>	<u>30,549</u>
Ending Fund Balance	<u>\$ 30,549</u>	<u>\$ 64,210</u>	<u>\$ 64,210</u>	<u>\$ 129,760</u>
Ending Cash Balance				<u>\$ 147,461</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160).

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5,865,981	\$ 12,588,459	\$ 12,588,459	\$ 731,227
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	322,000	0	0	0
Total Revenues	\$ 6,187,981	\$ 12,588,459	\$ 12,588,459	\$ 731,227
Expenditures				
Materials & Supplies	\$ 67,674	\$ 12,514	\$ 16,268	\$ 9,626
Services	4,573	1,600	6,531	82
Capital Outlay	5,512,698	13,317,817	13,309,132	2,486,478
Total Expenditures	\$ 5,584,945	\$ 13,331,931	\$ 13,331,931	\$ 2,496,186
Revenues Over (Under) Expenditures	\$ 603,036	\$ (743,472)	\$ (743,472)	\$ (1,764,958)
Beginning Fund Balance	140,436	743,472	743,472	743,472
Ending Fund Balance	\$ 743,472	\$ 0	\$ 0	\$ (1,021,486)
Ending Cash Balance				\$ (1,021,487)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,081	\$ 1,200	\$ 1,200	\$ 2,236
Expenditures				
Materials & Supplies	\$ 0	\$ 0	\$ 0	\$ 525
Services	\$ 2,450	\$ 0	\$ 0	\$ 0
Capital Outlay	324,482	47,911	47,911	860
Total Expenditures	\$ 326,932	\$ 47,911	\$ 47,911	\$ 1,385
Revenues Over (Under) Expenditures	\$ (317,851)	\$ (46,711)	\$ (46,711)	\$ 851
Beginning Fund Balance	364,562	46,711	46,711	46,711
Ending Fund Balance	<u>\$ 46,711</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 47,562</u>
Ending Cash Balance				<u>\$ 47,562</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

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

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 11,558	\$ 200	\$ 200	\$ 10
Expenditures				
Capital Outlay	\$ 11,390	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 11,390	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 168	\$ 200	\$ 200	\$ 10
Beginning Fund Balance	317	485	485	485
Ending Fund Balance	<u>\$ 485</u>	<u>\$ 685</u>	<u>\$ 685</u>	<u>\$ 495</u>
Ending Cash Balance				<u>\$ 495</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 137,262	\$ 223,000	\$ 223,000	\$ 145,852
Proceeds from the sale of the La Sierra Property	<u>0</u>	<u>0</u>	<u>9,035,971</u>	<u>9,035,971</u>
Total Revenues	<u>\$ 137,262</u>	<u>\$ 223,000</u>	<u>\$ 9,258,971</u>	<u>\$ 9,181,823</u>
Expenditures				
Services	\$ 109,572	\$ 18,893	\$ 18,893	\$ 15,205
Capital Outlay	<u>1,294,496</u>	<u>2,299,587</u>	<u>6,488,227</u>	<u>4,210,949</u>
Total Expenditures	<u>\$ 1,404,068</u>	<u>\$ 2,318,480</u>	<u>\$ 6,507,120</u>	<u>\$ 4,226,154</u>
Revenues Over (Under) Expenditures	\$ (1,266,806)	\$ (2,095,480)	\$ 2,751,851	\$ 4,955,670
Beginning Fund Balance	<u>7,379,836</u>	<u>6,113,030</u>	<u>6,113,030</u>	<u>6,113,030</u>
Ending Fund Balance	<u>\$ 6,113,030</u>	<u>\$ 4,017,550</u>	<u>\$ 8,864,881</u>	<u>\$ 11,068,700</u>
Ending Cash Balance				<u><u>\$ 10,018,699</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

Self-Funded Equipment and Facility Projects was established to provide for Board approved capital projects. The funding source for this resource was one-time, overcap growth money.

Fund 41, Resource 4150 - Self-Funded Equipment and Facility Projects

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 32,172	\$ 8,000	\$ 8,000	\$ 18,209
Expenditures				
Interfund Transfers to:				
General Operating (Resource 1000)	\$ 983,860	\$ 1,123,870	\$ 1,123,870	\$ 842,901
Grants & Categorical Programs (Resource 1190)	11,072	0	0	0
Total Expenditures	\$ 994,932	\$ 1,123,870	\$ 1,123,870	\$ 842,901
Revenues Over (Under) Expenditures	\$ (962,760)	\$ (1,115,870)	\$ (1,115,870)	\$ (824,692)
Beginning Fund Balance	2,078,630	1,115,870	1,115,870	1,115,870
Ending Fund Balance	\$ 1,115,870	\$ 0	\$ 0	\$ 291,178
Ending Cash Balance				\$ 291,178

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,030,586	\$ 1,200,000	\$ 1,200,000	\$ 935,314
Proceeds from General Obligation Bond Series A and B	<u>132,290,322</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 133,320,908</u>	<u>\$ 1,200,000</u>	<u>\$ 1,200,000</u>	<u>\$ 935,314</u>
Expenditures				
Materials & Supplies	\$ 83,190	\$ 50,000	\$ 35,000	\$ 13,131
Services	1,784,826	211,600	425,573	132,779
Capital Outlay	11,078,831	23,798,596	32,399,764	11,113,110
Debt Service	69,269,349	0	0	0
Intrafund Transfers to:				
State Construction (Resource 4100)	<u>322,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 82,538,196</u>	<u>\$ 24,060,196</u>	<u>\$ 32,860,337</u>	<u>\$ 11,259,019</u>
Revenues Over (Under) Expenditures	\$ 50,782,712	\$ (22,860,196)	\$ (31,660,337)	\$ (10,323,706)
Beginning Fund Balance	<u>0</u>	<u>50,782,712</u>	<u>50,782,712</u>	<u>50,782,712</u>
Ending Fund Balance	<u>\$ 50,782,712</u>	<u>\$ 27,922,516</u>	<u>\$ 19,122,375</u>	<u>\$ 40,459,006</u>
Ending Cash Balance				<u>\$ 40,459,007</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

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

	Prior Year Actuals <u>7-1-04 to 6-30-05</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,950,696	\$ 4,190,007	\$ 4,190,007	\$ 4,092,143
Interfund transfer from				
General Operating (Resource 1000)	500,000	500,000	500,000	500,000
Intrafund transfer from				
Workers' Compensation (Resource 6110)	102,097	0	0	0
Total Revenue	<u>\$ 4,552,793</u>	<u>\$ 4,690,007</u>	<u>\$ 4,690,007</u>	<u>\$ 4,592,143</u>
Expenditures				
Classified Salaries	\$ 127,413	\$ 140,023	\$ 140,023	\$ 113,213
Employee Benefits	44,656	45,324	45,324	33,779
Materials & Supplies	3,224	3,900	3,900	2,603
Services	3,244,838	4,169,050	4,094,050	2,808,913
Capital Outlay	2,347	5,000	80,000	34,901
Total Expenditures	<u>\$ 3,422,478</u>	<u>\$ 4,363,297</u>	<u>\$ 4,363,297</u>	<u>\$ 2,993,410</u>
Revenues Over (Under) Expenditures	\$ 1,130,315	\$ 326,710	\$ 326,710	\$ 1,598,733
Beginning Fund Balance	<u>(1,019,434)</u>	<u>110,881</u>	<u>110,881</u>	<u>110,881</u>
Ending Fund Balance	<u>\$ 110,881</u>	<u>\$ 437,591</u>	<u>\$ 437,591</u>	<u>\$ 1,709,614</u>
Ending Cash Balance				<u>\$ 3,215,998</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers compensation self-insurance program.

Fund 61, Resource 6110 - Workers' Compensation Self-Insurance

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 892,076	\$ 1,057,882	\$ 1,057,882	\$ 910,301
Expenditures				
Classified Salaries	\$ 43,316	\$ 47,502	\$ 47,502	\$ 33,621
Employee Benefits	15,548	15,384	15,384	10,061
Materials & Supplies	205	500	620	622
Services	869,807	1,175,000	1,174,880	823,629
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)	102,097	0	0	0
Total Expenditures	\$ 1,030,973	\$ 1,238,386	\$ 1,238,386	\$ 867,933
Revenues Over (Under) Expenditures	\$ (138,897)	\$ (180,504)	\$ (180,504)	\$ 42,368
Beginning Fund Balance	945,280	806,383	806,383	806,383
Ending Fund Balance	\$ 806,383	\$ 625,879	\$ 625,879	\$ 848,751
Ending Cash Balance				\$ 1,748,655

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

	<u>Associated Students of RCC</u>			
	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 644,906	\$ 625,000	\$ 625,000	\$ 549,850
Expenditures				
Materials & Supplies	\$ 507,393	\$ 625,000	\$ 625,000	\$ 454,180
Total Expenditures	\$ 507,393	\$ 625,000	\$ 625,000	\$ 454,180
Revenues Over (Under) Expenditures	\$ 137,513	\$ 0	\$ 0	\$ 95,670
Beginning Fund Balance	874,097	1,011,610	1,011,610	1,011,610
Ending Fund Balance	<u>\$ 1,011,610</u>	<u>\$ 1,011,610</u>	<u>\$ 1,011,610</u>	<u>\$ 1,107,280</u>
Ending Cash Balance				<u>\$ 1,975,291</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program.

Student Financial Aid

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 10,510,076</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 10,165,377</u>
Total Expenditures	<u>\$ 15,316,879</u>	<u>\$ 15,092,512</u>	<u>\$ 15,092,512</u>	<u>\$ 10,165,377</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 344,699
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>\$ 344,699</u>
Ending Cash Balance				<u>\$ 344,699</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED APRIL 30, 2006**

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

RCCD Development Corporation

	Prior Year Actuals 7-1-04 to 6-30-05	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 14
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (4)	\$ 0	\$ 0	\$ 14
Beginning Fund Balance	16,240	16,236	16,236	16,236
Ending Fund Balance	<u>\$ 16,236</u>	<u>\$ 16,236</u>	<u>\$ 16,236</u>	<u>\$ 16,250</u>
Ending Cash Balance				<u>\$ 16,250</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: June 20, 2006

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

Background: Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report for each fiscal quarter for submission to the Chancellor's Office. For purposes of this report, the General Fund includes:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted

Resource 1080 – Community Education

Resource 1090 – Performance Riverside

Resource 1110 – Bookstore (Contractor Operated)

Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking

Resource 1070 – Student Health

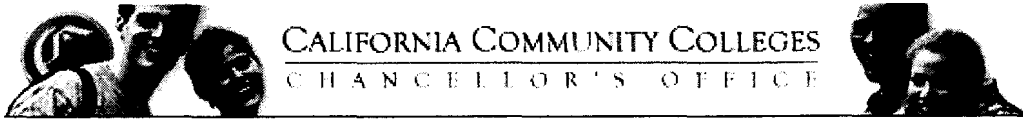
Resource 1180 – Redevelopment Pass-Through

Resource 1190 – Grants and Categorical Programs

Information Only: Attached for the Board's review and information is a copy of the CCFS-311Q – Quarterly Financial Status report for the quarter ended March 31, 2006.

Salvatore G. Rotella
Chancellor

Prepared by: Norm Godin
Budget Manager



CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Fiscal Year 2005-2006
District:(960)RIVERSIDE Quarter Ended: (Q3) March 31, 2006
Certified Date:08-May-06 08:30 AM

I. Historical and Current Perspectives of General Fund (Unrestricted and Restricted):

<u>Annual</u>	As of June 30 for fiscal year (FY) specified.			
	FY02-03	FY03-04	FY04-05	FY05-06
General Fund Revenues (Objects 8100, 8600, and 8800)	108,508,808	108,969,571	125,096,173	140,601,888
Other Financing Sources (Objects 8900)	2,818,995	2,910,844	2,556,446	1,130,309
General Fund Expenditures (Objects 1000-6000)	110,163,718	107,277,651	120,062,047	147,231,315
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)	2,272,148	2,264,122	1,452,028	1,561,913
Reserve for contingency Unrestricted	0	0	0	4,187,938
Reserve for contingency Total	0	0	0	8,826,337
General Fund Ending Balance Unrestricted	5,567,529	7,261,554	12,344,738	0
General Fund Ending Balance Total	7,691,903	10,030,544	15,887,367	900,000
Prior-Year Adjustments	0	0	-281,721	0
Attendance FTES	23,904	23,001	24,666	25,822
<u>Quarter</u>	For the same quarter to each fiscal year (FY) specified			
	FY02-03	FY03-04	FY04-05	FY05-06
General Fund Cash Balance (Excluding investments)	9,999,992	8,321,312	14,481,486	18,281,687

II. General Fund (Unrestricted and Restricted) Year-To-Date Revenues and Expenditures:

	Total Budget (Annual)	Actual (Year-to-Date)	Percentage %
General Fund Revenues (Objects 8100, 8600, and 8000)	140,601,888	99,227,147	70.57
Other Financing Source (Objects 8900)	1,130,309	848,405	75.06
General Fund Expenditures (Objects 1000-6000)	147,231,315	98,031,340	66.58
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)	1,561,913	1,177,955	75.42

III. Has the district settled any employee contracts during this quarter? Yes No **If yes, complete the following:**
(If multi-year settlement, provide information for all years covered)

Salaries

Contract Period Settled (Specify)	Management		Academic(Certificated)		Classified	
	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*
Year 1	0		0		0	
Year 2	0		0		0	
Year 3	0		0		0	

* As specified in collective bargaining agreement.

Benefits

Contract Period Settled	Management Total	Academic Total	Classified Total
Year 1	0	0	0
Year 2	0	0	0
Year 3	0	0	0

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves, from cost-of-living, etc.

IV. Did the district have significant events for the quarter(include incurrence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.) Yes No

If yes, list events and their financial ramifications.(Include additional pages of explanation if needed.)



V. Does the district have significant fiscal problems that must be addressed this year? Yes No

Next year? Yes No If yes, what are the problems and what actions will be taken?
(Include additional pages of explanation if needed.)

CERTIFICATION

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of meeting.

	5/11/06		
District Chief Business Officer	Date	District Superintendent	Date

Quarter Ended: (Q3) March 31, 2006 Governing Board Meeting Date ___/___/___

[Send to Printer](#)

[Back](#)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 COMBINED GENERAL FUNDS REVENUE AND EXPENDITURE REPORT
 FOR THE PERIOD ENDED MARCH 31, 2006**

Cash Position

	YTD Activity
Beginning Cash, July 1, 2005	11,033,488
Accounts Receivable Collections	12,636,165
Accounts Payable Payments	(6,254,225)
Revenue and Other Financial Sources	101,800,358
Expenditures and Other Outgo	(100,934,099)
Ending Cash, March 31, 2006	\$ 18,281,687

Budget Status

	Adopted Budget	Revised Budget	YTD Activity
Revenues			
Federal	\$ 10,730,728	\$ 11,250,840	\$ 3,683,985
State	83,187,678	83,672,087	61,589,327
Local	45,105,365	45,678,961	33,953,835
Total Revenues	139,023,771	140,601,888	99,227,147
Other Financing Sources	1,130,309	1,130,309	848,405
Total Revenues/Other Sources	140,154,080	141,732,197	100,075,552
Expenditures			
Academic Salaries	57,975,714	58,176,560	42,967,373
Classified Salaries	32,342,866	32,567,646	21,305,478
Employee Benefits	23,724,350	23,830,339	15,441,622
Materials & Supplies	3,783,826	4,120,842	1,995,413
Services	18,805,028	19,073,272	9,759,974
Capital Outlay	6,975,005	9,462,656	6,561,480
Total Expenditures	143,606,789	147,231,315	98,031,340
Other Outgo	1,483,322	1,561,913	1,177,955
Total Expenditures and Other Outgo	145,090,111	148,793,228	99,209,295
Revenues Over (Under)			
Expenditures	(4,936,031)	(7,061,031)	866,257
Beginning Fund Balances	15,887,368	15,887,368	15,887,368
Ending Fund Balances	\$ 10,951,337	\$ 8,826,337	\$ 16,753,625
Contingency			
Unrestricted	6,312,938	4,187,938	12,392,501
Restricted	3,738,399	3,738,399	3,863,701
Reserve	900,000	900,000	900,000
Total Contingency/Reserve	\$ 10,951,337	\$ 8,826,337	\$ 17,156,202

Note:

The budget amounts shown above were adopted by the Board of Trustees on October 18, 2005.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-1

Date: June 20, 2006

Subject: Proposed Curricular Changes

Background: Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the proposed curricular additions, revisions, and deletions, and recommend their adoption by the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees approve the curricular changes for inclusion in the college catalog and in the schedule of class offerings.

Salvatore G. Rotella
Chancellor

Prepared by: Sylvia Thomas
Associate Vice Chancellor of Instruction

New Course Proposals

1. ART-6H – Honors Art Appreciation 3 units
Prerequisite: None.
Advisory: Qualification for ENG-1A
Limitation on enrollment: Enrollment in the honors program.
An introductory course designed for the non-art major. The creative process and the diversity of styles, technique and media evident in various art forms throughout history and culture. Honors course offers an enriched experience for accelerated students through limited class size; seminar format; focus on primary texts; and application of higher level critical thinking skills. Students may not receive credit for both ART-6 and ART-6H. 54 hours lecture.
2. CUL-24 – Techniques of Garde Manger 2 units
Prerequisite: None.
This class teaches techniques used to present cold foods that are artistically beautiful and delicious. Students will learn garnishing techniques using fruits and vegetables as well as carving techniques using salt dough, tallow, weaver's dough and ice. Special emphasis will be placed on making foods as delicious as they are beautiful. Course topics will include garnishes, salads, sandwiches, crudités, cheeses, pates, terrines, sausages, cured and smoked foods, as well as marinated and composed ingredients. May be taken a total of 4 times. 18 hours lecture, 54 hours laboratory.
3. HIS-6H – Honors Political and Social History of the United States 3 units
Prerequisite: None
Advisory: Qualification for ENG-1A.
Limitation on enrollment: Enrollment in the honors program.
Political, social and economic development of the United States from colonial foundations to 1877; the evolution of American thought and institutions; principles of national, state, and local government. The honors course offers an enriched experience for accelerated students by limited class size, seminar format, student generated and led discussions and projects, the application of higher level thinking, reading, and writing skills – analysis, synthesis, and evaluation. Students may not receive credit for both History 6 and History 6H. 54 hours of lecture.
4. HIS-7H – Honors Political and Social History of the United States 3 units
Prerequisite: None
Advisory: Qualification for English1A recommended
Limitation on enrollment: Enrollment in the honors program.
Political, social and economic development of the United States from 1877 to the present; the evolution of American thought and institution; principles of national, state, and local government. The honors course offers an enriched experience for accelerated students by

limited class size, seminar format, student generated and led discussions and projects, the application of higher level thinking, reading, and writing skills – analysis, synthesis, and evaluation. Students may not receive credit for both History 7 and History 7H. Total of 54 hours of lecture.

5. MAG-52 – Employee Training and Development 3 units
Prerequisite: None.
This course examines the forces influencing employee development through various methods such as training, strategic thinking, needs assessments, training evaluation, learning theories, e-learning and career development. Total of 54 hours lecture.
6. MAG-54 – Employee Labor Relations 3 units
Prerequisite: None.
This course examines and provides a framework for studying labor relations, the objective of employee relationships, industrial relations, right of labor and management, labor law, bargaining, unions, employment contracts, grievances, developing effective new processes, history of labor relations and ethics. Total of 54 hours lecture.
7. SPE-1H – Honors Public Speaking 3 units
Prerequisite: None
Advisory: Speech 51 or Speech 52 or Qualification for English 1A
Limitation on enrollment: Enrollment in the Honor's Program
Prepares students to compose (develop outlines & research) and present a minimum of six speeches, including informative and persuasive presentations in front of a live audience. Emphasis will include the enhanced exploration of: different purposes of speaking, types of speeches and organizational patterns, topic choice and audience adaptation, rhetorical principles, development and support of sound reasoning and argument, theories of persuasion, application of ethics in public speaking, listening skills, and theory and principles of effective delivery. Students will speak formally for a minimum of 30 total semester minutes. Students may not receive credit for both SPE-1 and SPE-1H. 54 hours lecture.
8. TEL-48 – Short Film Production 3 units
Prerequisite: None.
Introduction to the filmmaking process; includes practical experience in production planning, filming and post-production. Emphasis on the techniques of motion picture photography and the operation of 16mm film cameras, the use of lenses and filters, film exposure, composition and the film processing and film-to-digital tape transfer. May be taken a total of 4 times. 36 hours lecture and 54 hours laboratory.

Course Revision Proposals

1. AIR-53A – Basic Electricity for Air Conditioning and Refrigeration – course number, description changes

From: AIR-53A

Consists of circuit design and repair. Covers basic electrical theory, beginning circuit design, parts identification and diagnostic procedures. Also includes preventative maintenance and repair. 54 hours lecture and 54 hours laboratory.

To: AIR-53

Introduces basic electrical theory, beginning circuit design, and electrical parts identification on air conditioning and refrigeration equipment. Includes hands-on preventative maintenance, and minor repair on electrical circuits. 54 hours lecture and 54 hours laboratory.

2. ESL-65 – American Classroom Culture – prerequisite, description changes

From: Prerequisite: None.

This course intended for international students, is designed to assist them with the transition from the social/ educational systems in their own cultures to the social/educational systems in the U.S. Provides non-native speaking students with theory and practice of academic and language skills needed for success in an American educational setting. 18 hours of lecture. (CR/NC)

To: Prerequisite: None.

Advisory: Qualification for ESL-53.

This English as a Second Language course for non-native speakers of English is designed to assist international students with the transition from the social/ educational systems in their own cultures to the social/educational systems in the U.S. Provides non-native speaking students with theory and practice of academic and language skills needed for success in an American educational setting. 18 hours of lecture. (CR/NC)

3. SPE-1 – Public Speaking – prerequisite, description changes

From: Prerequisite: None.

Prepares students to research, develop outlines, and deliver a minimum of four speeches, including expository and persuasive presentations. Topics include listening skills, rhetorical principles, theory principles of effective delivery, and logical arguments. Some writing required. 54 hours lecture. (Letter Grade Only)

To: Prerequisite: None

Advisory: SPE-51 or SPE-52 or qualification for ENG-1A.

Prepares students to compose (develop outlines & research) and present a minimum of four speeches, including informative and persuasive presentations in front of a live audience.

Emphasis will include: different purposes of speaking, types of speeches and organizational patterns, topic choice and audience adaptation, rhetorical principles, development and support of sound reasoning and argument, theories of persuasion, application of ethics in public speaking, listening skills, and theory and principles of effective delivery. Students will speak formally for a minimum of 20 total semester minutes. 54 hours lecture.

4. SPE-2 – Persuasion in Rhetorical Perspective – prerequisite, description changes

From: Prerequisite: None.

Advisory: SPE-1 recommended.

The development of persuasion in rhetorical perspective with emphasis on the understanding and use of logic in public speaking. Total of 54 hours lecture.

To: Prerequisite: SPE-1

Develops persuasion from a rhetorical perspective with emphasis on the Ciceronian Canons of Rhetoric and the Aristotelian forms of proof: ethos, pathos, and logos. Includes practical application of these rhetorical theories in understanding and analyzing classical, post renaissance, and contemporary public address. Also incorporates presentation on persuasive issues, rhetorical analyses, and role play. Students will deliver a minimum of three oral presentations. 54 hours lecture.

5. SPE-3A – Argumentation and Debate – prerequisite, description changes

From: Prerequisite: None.

Advisory: SPE-1 recommended.

This course focuses on the fundamentals of argumentation and debate: research, logical analysis, case construction, refutation/rebuttal basics and persuasive presentations, including cross examination debate. Emphasis is placed on the application of logic to problems in contemporary society. Total of 54 hours lecture.

To: Prerequisite: None

Advisory: SPE-51 or 52 or qualification for ENG-1A.

Fundamentals of argumentation and debate: research, logical analysis, case construction, refutation/rebuttal basics, and persuasive presentations, including cross examination debate. Emphasis is placed on the application of logic to problems in contemporary society and will also include focus on rhetorical principles, types of persuasive speeches and organizational patterns, development and support of sound reasoning and argument, theories of persuasion and debate, application of ethics in public speaking, listening skills, research methods, theory and principles of effective delivery. 54 hours lecture.

6. SPE-6 – Dynamics of Small Group Problem Solving – title, prerequisite, description changes

From: Small Group Problem Solving

Prerequisite: None.

Small Group Problem-Solving is designed to offer the student productive communication experiences. Persuasion in the small group situation, resolving conflicts, process in problem solving, social relations decision making and organizational and leadership roles in small groups are some of the areas covered in this course. Various methods of small group discussions will be explored. 54 hours lecture.

To: Dynamics of Small Group Communication

Prerequisite: None.

Advisory: SPE-51 or 52 or qualification for ENG-1A.

Provides an introduction to the dynamics of communication in task-oriented small groups. Develops student competence and confidence as a group member and leader. Practical experience and theoretical knowledge of group development, problem-solving, decision-making, discussion, interaction and presentation. Oral group presentations required. 54 hours lecture. (C/NC, letter grade option)

7. SPE-7 – Oral Interpretation, I – title, description changes

From: Oral Interpretation, I

Trains the student to understand the different types of literature for presentation to an audience; the course emphasizes oral reading of literature, voice production, and audience analysis. 54 hours lecture.

To: Oral Interpretation in Literature

A course in the oral reading of prose, poetry and drama. Principles and techniques of interpreting the printed page are related to effective audience communication. This course provides opportunities for cultural enrichment, literary analysis, creative outlet, articulate expression, and improved speaking ability. 54 hours lecture.

8. SPE-9 – Interpersonal Communication – prerequisite, description changes

From: Prerequisite: None.

Examines the dynamics of the two-person communication process according to the transactive model. Students study self-concept, self-disclosure, perception, listening, conflict resolution, and emotions as they impact relationships. Explores other variables in the communication process, such as nonverbal communication, language, culture, and values. Some writing required. 54 hours lecture. (Letter Grade Only)

To: Prerequisite: None.

Advisory: SPE- 52 or qualification for ENG-1A.

Analyzes the dynamics of the two-person communication process in relationships. Students study values, communication models, listening, verbal and nonverbal communication, perception, self-concept, self-disclosure, management of emotions, relationship theories and conflict resolution. 54 hours lecture.

9. SPE-11 – Storytelling – prerequisite, description changes

From: Prerequisite: None.

Storytelling selection, preparation, oral presentation and listening experiences in both prose and poetry. Creativity and visual techniques will be stressed for presenting stories in folk, fantasy, and realistic literature, highlighting children's problems. Especially valuable for students who are parents and/or those who are, or expect to become, nursery school, elementary and secondary teachers or aides, or playground supervisors. 54 hours lecture.

To: Prerequisite: None.

Advisory: SPE-51 or 52 or qualification for ENG-1A.

A study of the history, theory, and practice of the oral art of storytelling. The historical and current practice of the oral tradition of both prose and poetry will be covered using a multicultural perspective. Students will research, prepare, and perform stories from a variety of genres and cultures. Oral presentations required. 54 hours lecture. (C/NC, letter grade option)

10. SPE-12 – Intercultural Communication –description change

From: This course traces the imprint of culture and its effect on communication. As people from different communication climates interact, the markings of culture, personality, and interpersonal perception have an impact on their interaction. The course reveals how culture influences interaction patterns. This influence ranges widely, and includes an understanding of intercultural theories, cultural adaptation, interpersonal effectiveness in relationship and ethno linguistic identities. Total of 54 hours lecture.

To: Traces the reciprocal relationship between culture and communication. As people from different culture groups interact, the markings of culture, personality, and interpersonal perception have an impact on their interaction. The course reveals the relationship between those interaction patterns. This influence ranges widely, and includes definitions of culture, an understanding of intercultural theories, creation of a culture, cultural adaptation, intercultural effectiveness in relationships and ethno linguistic identities. 54 hours lecture

11. SPE-19 – Reader's Theater – prerequisite, description changes

From: Prerequisite: None.

Study of basic concepts of Reader's Theater, preparation of scripts, staging and experience in the preparation and performance of plays and other forms of literature suitable to this method of presentation. Total of 54 hours laboratory.

To: Prerequisite: None.

Advisory: SPE-51 or 52 or qualification for ENG-1A.

Study of literary genres and their applicability to various Readers' Theatre methods of presentation. Application of literary research and selection of material. Preparation of

scripts and oral presentation while adhering to the particular Readers' Theatre style, including Interpreters' Theatre and the various approaches and techniques of each. 54 hours lecture. (C/NC, letter grade option)

12. SPE-51 – Basic Speech – title, prerequisite, description changes

From: Basic Speech

Prerequisite: None.

Limitation on enrollment: Not open to students enrolled in SPE-1.

Practical approach to problems of speaking before groups in conference-type meetings.

Attention to organization of material, development of ideas, techniques of presentation.

Consideration of various types of practical speech situations. 54 hours lecture.

To: Introduction to Public Speaking

Prerequisite: None.

Advisory: ESL-55 or qualification for ENG-50.

A pre-collegiate introduction to basic public speaking in preparation for Speech Communication 1. Attention to development and organization of ideas within various speech genres/types, research and outlining methods, as well as techniques for presentation with a particular focus on managing speech anxiety. 54 hours lecture.

13. SPE-52 – Fundamentals of Oral Communication – title, prerequisite, description changes

From: Prerequisite: None.

A practical overview of interpersonal, small group, and public communication. Attention is given to two-person communication, with an emphasis on listening skills and conflict resolution; group dynamics, with an emphasis on group interaction; and public speaking, with an emphasis on informative and persuasive techniques. 18 hours lecture. (CR/NC Only) (Non-Degree Credit Course)

To: Introductory Survey of Speech Communication

Prerequisite: None.

Advisory: ESL-55 or qualification for ENG-50.

A pre-collegiate introduction to interpersonal, small group and public communication. Attention is given to basic skills of two-person communication, group dynamics, and public speaking with emphasis on listening, conflict resolution, and reducing speech anxiety. 54 hours lecture.

14. TEL-38 – Television Production Project – prerequisite change

From: Prerequisite: TEL-42, 43, 44 or 45.

To: Prerequisite: TEL-42, 43, 44, 45, 64 or 66.

15. TEL-44 – Television Production – prerequisite change
From: Prerequisite: None.
Corequisite: TEL-51.
To: Prerequisite: None.

Proposed Course Deletions

1. CAT-63B – Secretarial Accounting II
2. CAT-75 – Desktop Publishing using QuarkXPress on the IBM PC
3. CAT-77 – Beginning Desktop Publishing using PageMaker
4. CAT-93A – Introduction to Windows
5. CAT-93B – Intermediate Windows
6. CIS-13A – COBOL Programming: Beginning
7. CIS-13B – COBOL Programming: Intermediate
8. CIS-42 – Supporting Microsoft Windows 2000 Server
9. CIS-43 – Internetworking with Microsoft Windows Infrastructure
10. CIS-44 – Windows 2000 Active Directory Services
11. CIS-45 – Supporting Microsoft Windows Active Directory Server
12. CIS-46 – Supporting Microsoft Internet Explorer
13. CIS-48 – System Administration for Microsoft SQL Server
14. CIS-50 – Keyboarding and Document Processing (delete)
15. CIS-53 – Keyboarding for Computer Users (delete)
16. CIS-75 – Desktop Publishing using QuarkXPress on the IBM PC
17. CIS-77 – Beginning Desktop Publishing using PageMaker
18. CIS-93A – Introduction to Windows
19. CIS-93B – Intermediate Windows
20. GUI-43 – Introduction to Education
21. GUI-47A – Career Exploration and Planning – Personal Assessment
22. GUI-47B – Career Exploration and Planning – Job Search Strategies
23. GUI-51 – The Dynamics of Helping Others
24. GUI-52 – Peer Advising Training
25. GUI-54 – Master Tutor Training
26. GUI-55 – Supervised Tutoring
27. GUI-56 – Student Development Seminar
28. GUI-60ABCD – Principles of Leadership
29. GUI-85A – Learning to Learn: Multisensory Techniques for Reading & Written Composition I
30. GUI-85B – Learning to Learn: Multisensory Techniques for Reading & Written Composition II
31. GUI-86 – Learning Management Strategies

New Certificate Patterns

1. New Concentration for State-Approved Business Administration Degree/Certificate – Human Resources, see Attachment A.

Revised Certificate Patterns

1. State-approved degree/certificate – Air Conditioning and Refrigeration, see Attachment B.
2. State-approved Degree/Certificate – Computer Applications, see Attachment C.
3. State-approved Degree/Certificate – Computer Programming, see Attachment D.
4. Locally-approved Certificate – E-Commerce, see Attachment E.
5. Locally-approved Certificate – PC Publishing, see Attachment E.
6. State-approved degree/certificate – Telecommunications-Television Production Specialist, see Attachment F.

Deleted Certificate Patterns

1. Locally-approved Certificate – COBOL Programming

ATTACHMENT A

BUSINESS ADMINISTRATION

Certificate Program

Major Core Requirements:

Required Courses (18 units)		Units
ACC-1A	Principles of Accounting I	3
BUS-10	Introduction to Business	3
BUS-18A	Business Law I	3
BUS-20	Business Mathematics	3
BUS-22	Management Communications	3
CIS-1A	Introduction to Computer Information Systems	3
or		
CIS/CAT-3	Computer Applications for Working Professionals	3

Major Concentration Requirements (12 units)

(In addition to Business Administration Major Core Requirements of 18 units noted above, choose another 12 units selected from list below.)

Accounting	12
General Business	12
Human Resources	12
Logistics Management	12
Management	12
Marketing	12
Real estate	12

NOTE: Students must complete all Business Administration Major Core Requirements and must complete Major Concentration Requirements (total of 30 units) in order to receive the Certificate in the Concentration area of their choice.

Associate in Science Degree

The Associate in Science Degree in Business Administration with a Major Concentration will be awarded upon completion of the requirements for the certificate plus completion of the graduation requirements as described in the catalog. Note: A student may obtain Certificates in Business Administration with Major Concentrations in more than one field of study.

ACCOUNTING CONCENTRATION:

Business Administration Major Core Requirements	18	
Select another 12 units from the following:	12	
ACC-1B	Principles of Accounting II	3
ACC-38	Managerial Accounting	3
ACC-61	Cost Accounting	3
ACC-62	Payroll Accounting	3
ACC-63	Income Tax Accounting	3
ACC-65	Computerized Accounting	3
ACC-66	Non-Profit and Governmental Accounting	3
ACC-200	Work Experience	1-4
MAG-47	Organizational Ethics	3

GENERAL BUSINESS CONCENTRATION

Business Administration Major Core Requirements		18
Select another 12 units from the following:		<u>12</u>
ACC-1B	Principles of Accounting II	3
or		
ACC-38	Managerial Accounting	3
BUS-18B	Business Law II	3
BUS-80	Principles of Logistics	3
BUS-200	Work Experience	1-4
MAG-47	Organizational Ethics	3
MAG-51	Elements of Supervision	3
MAG-53	Human Relations	3
MKT-20	Principles of Marketing	3

HUMAN RESOURCES CONCENTRATION:

Business Administration Major Core Requirements		18
Select another 12 units from the following:		<u>12</u>
MAG-46	Elements of Supervision	3
MAG-52	Employee Training and Development	3
MAG-54	Employee Labor Relations	3
MAG-56	Human Resources Management	3
MAG-57	Employee Relations	3
MAG-70	Organizational Behavior	3

LOGISTICS MANAGEMENT CONCENTRATION

Business Administration Major Core Requirements		18
Select another 12 units from the following:		<u>12</u>
BUS-80	Principles of Logistics	3
BUS/MAN-81	Inventory Control	1.5
BUS-82	Freight Claims	1.5
BUS-83	Contracts	1.5
BUS-84	Computerized Logistics	1.5
BUS-85	Warehouse Management	3
BUS-86	Transportation and Traffic Management	3
BUS-87	Introduction to Purchasing	3

MANAGEMENT CONCENTRATION

Business Administration Major Core Requirements		18
Select another 12 units from the following:		<u>12</u>
MAG-44	Principles of Management	3
MAG-46	Contemporary Quality Systems Management	3
MAG-47	Organizational Ethics	3
MAG-53	Human Relations	3
MAG-56	Human Resources Management	3
MAG-60	Introduction to Hospitality Management	3
MAG-200	Work Experience	1-4

MARKETING CONCENTRATION

Business Administration Major Core Requirements		18
Select another 12 units from the following:		<u>12</u>
BUS-51	Principles of E-Commerce	3
BUS-80	Principles of Logistics	3
MKT-20	Principles of Marketing	3
MKT-40	Advertising	3
MKT-41	Techniques of Selling	3
MKT-42	Retail Management	3
MKT-200	Work Experience	1-4

REAL ESTATE CONCENTRATION

Business Administration Major Core Requirements		18
Select another 12 units from the following:		<u>12</u>
RLE-80	Real Estate Principles	3
RLE-81	Real Estate Practices	3
RLE-82	Legal Aspects of Real Estate	3
RLE-83	Real Estate Finance	3
RLE-84	Real Estate Appraisal	3
RLE-85	Real Estate Economics	3
RLE-86	Escrow Procedures I	3
RLE-200	Work Experience	1-4

ATTACHMENT B

AIR CONDITIONING AND REFRIGERATION

Certificate Program

<u>Required Courses (26-27 units)</u>		<u>Units</u>
AIR-50A	Air Conditioning and Refrigeration	5
AIR-50B	Advanced Refrigeration	5
AIR-51A	Environmental Control	5
AIR-51B	Industrial Commercial Refrigeration	5
AIR-53	Basic Electricity for Air Conditioning and Refrigeration	4
Electives (Choose from list below)		2-3

Electives (2-3 units)

CON-62	Blueprint Reading	3
WEL-34	Metals Joining Processes	2

Associate in Science Degree

The Associate in Arts Degree in Air Conditioning and Refrigeration will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT C

COMPUTER INFORMATION SYSTEMS

Computer Applications

Certificate Program

Required Courses (30 units)

	Units
CIS-1A Introduction to Computer Information Systems	3
CIS-1B Advanced Concepts in Computer Information Systems	3
CIS-5 Fundamentals of Programming Logic using C++	3
or	
CIS-28A MS Access Programming	3
CIS-21 Introduction to Operating Systems	3
CIS-95A Introduction to the Internet	1.5
CAT-31 Business Communications	3
or	
BUS-22 Management Communications	3
Electives 1 (Choose from list below)	7.5
Electives 2 (Choose from list below)	7.5

Electives 1 (7.5 units)

CIS-2 Fundamentals of Systems Analysis	3
CIS-23 Software and End User Support	3
CIS-25 Data Communications	3
CIS-61 Introduction to Databases	3
CIS/CAT-80 Word Processing: Microsoft Word for Windows	3
CIS/CAT-84 Word Processing: WordPerfect for Windows	3
CIS/CAT-98B Advanced Excel	1.5
GIS-1 Introduction to Geographic Information Systems	3

Electives 2 (7.5 units)

CIS-12 PHP Dynamic Web Site Programming	3
CIS-14A Web Programming: Java Script	3
CIS-14B Web Programming: Active Server Pages	3
CIS/CAT-54A Introduction to Flash	3
CIS/CAT-56A Designing Web Graphics	3
CIS/CAT-72A Introduction to Web Page Creation	1.5
CIS/CAT-72B Intermediate Web Page Creation using Cascading Style Sheets (CSS)	1.5
CIS-73A Introduction to Multimedia Authoring	3
CIS/CAT-76A Website Creation using Microsoft FrontPage	3
CIS/CAT-76B Introduction to DreamWeaver	3
CIS/CAT-78A Introduction to Adobe PhotoShop on the IBM PC	3
CIS/CAT-79 Introduction to Adobe Illustrator on the IBM	3
CIS/CAT-81 Introduction to Desktop Publishing using Adobe InDesign	3

Associate in Science Degree

The Associate in Science Degree in Computer Information Systems, Computer Applications, will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT D

COMPUTER INFORMATION SYSTEMS

Computer Programming

Certificate Program

Required Courses (25.5 units)

		Units
CIS-1A	Introduction to Computer Information Systems	3
CIS-2	Fundamentals of Systems Analysis	3
CIS-5	Fundamentals of Programming Logic using C++	3
CIS-21	Introduction to Operating Systems	3
CIS/CAT-72A	Introduction to Web Page Creation	1.5
Electives	From Group 1	6
Electives	From Group 2	6

Electives - Group 1 (6 units)

CIS-12	PHP Dynamic Web Site Programming	3
CIS-14A	Web Programming: JavaScript	3
CIS-14B	Web Programming: Active Server Pages	3
CIS-15A	Visual Basic Programming: Objects	3
CIS-17A	C++ Programming: Objects	3
CIS-18A	Java Programming: Objects	3

Electives - Group 2 (6 units)

CIS-11	Computer Programming using Assembler	3
CIS-15B	Visual Basic Programming: Advanced Objects	3
CIS-15C	Visual Basic Programming: Databases	3
CIS-17B	C++ Programming: Advanced Objects	3
CIS-17C	C++ Programming: Data Structures	3
CIS-18B	Java Programming: Advanced Objects	3
CIS-18C	Java Programming: Data Structures	3

Associate in Science Degree

The Associate in Science Degree in Computer Information Systems, Computer Programming, will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

ATTACHMENT E

E-COMMERCE

Certificate Program

<u>Required Courses (15 units)</u>		<u>Units</u>
BUS-10	Introduction to Business	3
CIS-21	Introduction to Operating Systems	3
CIS-25	Introduction to Data Communications	3
CIS/CAT-76A	Website Creation using Microsoft FrontPage	3
Electives	(Choose from list below)	3

Electives (3 units)

CIS-14A	Web Programming: JavaScript	3
CIS-15B	Visual Basic Programming: Advanced Objects	3
CIS-15C	Visual Basic Programming: Databases	3
CIS-17B	C++ Programming: Advanced Objects	3
CIS-18B	Java Programming: Advanced Objects	3

PC PUBLISHING

Certificate Program

<u>Required Courses (12 units)</u>		<u>Units</u>
CIS/CAT-76A	Website Creation using Microsoft FrontPage	3
CIS/CAT-78A	Introduction to Adobe PhotoShop on the IBM PC	3
CIS/CAT-79	Introduction to Adobe Illustrator on the IBM PC	3
CIS/CAT-81	Introduction to Desktop Publishing using Adobe InDesign	3

ATTACHMENT F

TELEVISION PRODUCTION SPECIALIST

Certificate Program

Required Courses (28 units)		Units
TEL-41	Introduction to Telecommunications	3
TEL-42	Writing for Broadcast Television and Radio	3
TEL-43	Television Studio and Equipment	3
TEL-44	Introduction to Television Production	3.5
JOU/TEL-45	Television News Production	3.5
TEL-38	Television Production Project	3
or		
TEL-53	Telecommunications Lab	3
Electives	(Choose from list below)	9

Electives (9 units)

TEL/MUS-11	Sound Recording and Reinforcement Techniques	3
TEL-12	History of American Film	3
TEL-46	Editing for Television	3
TEL-48	Short Film Production	3
TEL-51	Telecommunications Laboratory	1
TEL-52	Telecommunications Laboratory	2
TEL-60	Overview of Digital Media	3
TEL-63	Multimedia Sound Design Techniques	3
TEL-64	Digital Editing Principles and Techniques	3
TEL-65	The Director's Art in Filmmaking	3
TEL-66	Advanced Digital Editing	3
TEL-69	Script Supervising for Film and Television	3
TEL-70	Scriptwriting Software using Final Draft	1
TEL-71	Sound Engineering for Audio in Media	3
ART-22	Basic Design	3
ART-23	Design and Color	3
ART-36	Computer Art	3
GRT-68	3D Animation with Maya	3
GRT-69	Motion Graphics and Compositing with After Effects	3
GRT-71	Adobe PhotoShop for Publishing	3
GRT-78A	Multimedia Construction using Macromedia Director	3
GRT-78B	Multimedia Construction using Lingo	3
JOU-1	Introduction to Journalism	3
JOU-7	Mass Communications	3
MUS-8A	Introduction to MIDI and Digital Audio	3
PHO-8	Introduction to Photography	3
THE-5	Theater Practicum	3

Associate in Science Degree

The Associate in Arts Degree in Television Production Specialist will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate Degree.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-2

Date: June 20, 2006

Subject: Revised Regulations for Student Fees – Policy and Regulations 6042
– Second Reading

Background: Presented to the Board of Trustees for second reading are revisions to Regulations 6042, Student Fees. Regulations 6042 were adopted on July 7, 1981, and subsequently amended on July 7, 1987, August 1, 1991, June 2, 1992, and June 22, 1994. The revisions that are being presented will change existing fees and update policies regarding health fees for BOGW students, cross enrollment fees, materials fees, and ID cards for students. The revisions also reflect legal opinion from the State Chancellor's office that students will not be dropped for non-payment once the term has begun. The proposed changes were presented to the District Associated Students Senate on November 15, 2005; to the Riverside and Moreno Valley Academic Senates on February 13, 2006; the Norco Academic Senate on March 6, 2006; and to the Executive Cabinet on April 17, 2006. The revisions were brought to the Academic Affairs and Student Services Committee on May 9, 2006, and to the Board of Trustees for first reading on May 16, 2006.

Recommended Action: It is recommended that the Board of Trustees approve the revised Regulations 6042.

Salvatore G. Rotella
Chancellor

Prepared by: Lorraine Anderson
District Dean, Admissions and Records

RIVERSIDE COMMUNITY COLLEGE DISTRICT

STUDENT FEES

Riverside Community College District has a strong commitment to ensure accessibility to all its programs and services for all citizens of the District who are capable of benefiting from the experiences provided. As an important component of this “open door” policy, the District actively promotes low cost education for District residents. However, as a matter of fiscal responsibility, a limited number of related services which the students use while attending classes will be supported by fees charged to students to assist in defraying the costs of providing these services.

Submitted to Board for First Reading _____

Approved by Board _____ 7-7-87

Education Code Sections: 68050, 68051, 68079, 76140, 76223, 76225

Adopted: July 7, 1981
Amended: July 7, 1987
August 1, 1991
June 2, 1992
June 22, 1994

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 6042, Student Fees

I. Announcement of Fees

All student fees shall be printed in the ~~semester schedule and the College catalog.~~
Schedule of Classes and on the RCC website. All fees are set in accordance with the California Education Code **and Title V State Regulations.**

II. Definition of Fees

A. Mandatory Fees

1. Enrollment Fee

This fee is established by the State to partially support the instructional programs of the community colleges. **Unless expressly exempted, or entitled to a waiver, all students enrolling for college credit must pay the enrollment fee.**

a. **Cross Enrollment students also pay enrollment fees. (The Cross Enrollment program permits students who are enrolled at a campus of the California State University, or a campus of the University of California, under certain limited circumstances, to cross enroll at a California Community College and vice versa.) (Education Code 66753)**

b. **Students on a Board of Governor's Waiver (BOGW) are exempt from paying enrollment fees.**

c. Concurrent enrollment students (students attending elementary, junior high, or high school and college concurrently) are exempt from paying the enrollment fee. ~~per~~ (Education Code 72252)

2. Health Fee

This fee supports general and emergency services provided by the College's Health & Wellness Center. Refer to Board Policy 6045 regarding Student Health Services. **Students on a Board of Governor's Waiver (BOGW) are not exempt from paying these fees.**

3. Non-Resident Tuition

~~This Non-resident tuition fee, in addition to the enrollment fee, is~~ charged to students whose legal residence is not in California.

4. **International Student** Surcharge Fee

~~This~~ **The International Student Surcharge Fee** is a separate fee charged to international students for district capital outlay ~~per~~. (Education Code 76141)

5. International Student Processing Fee

This fee is charged to non-resident applicants who are both citizens and residents of a foreign country to cover the actual cost of processing an application to the ~~College~~ **District** and other documentation required by the federal government. (**Education Code 76142**)

6. **Materials Fee**

Some classes require a materials fee. The charge is noted under the appropriate class. Materials fees must be paid at registration and are not subject to waiver. (Education Code 76365)

B. Optional Fees

1. Student Services Fee

The following services are supported by this fee: student scholarships, college lectures, admission to college events, intramural activities, journalism, music, theater arts, athletics, fine arts, college orientation programs, student government, and other co-curricular services.

2. Parking Fee

This fee is utilized to support the ~~College~~ **District** parking and parking lot security systems. This fee supports creation of additional parking lots, resurfacing of existing lots, escort services, and patrol of the parking areas.

III. Collection of Fees

Fees will be collected once students have registered. ~~Registration in the College will not be finalized until full payment of all applicable fees has been made.~~ **Students will not be dropped for non-payment after instruction has begun. (CCC Chancellor's Office, Legal Opinion O 04-14) Students with outstanding fees will have a hold put on their record; they will not be able to register for classes, receive unofficial or official transcripts until the fees are paid.** Checks returned by a student's bank for any reason will result in cancellation of enrollment and a "returned check" fee.

IV. Refunds

A. ~~Student, Parking, Health, and Enrollment Fees~~ **Refund Deadlines per Title V State Regulations**

~~All students who withdraw from all courses prior to the end of the second week of the term shall be eligible for a 100% refund of all student fees, with the exception of the international student surcharge fee. There shall be no refund of fees after the second week of the term.~~

RCCD shall refund any enrollment fee paid by a student for withdrawal from a class during the first two weeks of instruction for full-term 16 week courses and 10 percent point of the length of the course for a short-term course.

B. **Enrollment, Student Service, Health and Parking Fees**

Students who withdraw or are dropped from all classes prior to the refund deadline shall be eligible for a 100% refund of all fees. The International Student Surcharge is not refundable if a student drops all classes.

C. ~~All~~ Students who partially withdraw or are dropped from courses prior to the **refund deadline** ~~beginning of the semester or within the first two weeks of the semester~~ will be eligible for a refund of **only** the enrollment fees paid for the courses from which they are withdrawing. The international student surcharge will not be refunded for partial withdrawals. ~~Refund deadlines for short term courses will be calculated proportionally based on the length of the course. Refund deadlines will be published in the College catalog and schedule of classes.~~

V. Fee Amounts

A.	Enrollment Fee (per unit)	Set by state legislation (subject to change)
	California Residents	\$11 \$14
	International Students	\$13 \$19
B.	Health Fee (Refer to Board Policy 6045)	
	Fall/Spring (per semester)	\$10 \$14
	Winter Session/Summer Session	\$7 \$11
C.	Non-Resident Tuition (per unit) (effective 2005-2006 2006-2007 academic year) (International students pay both the \$13 enrollment fee and non-resident tuition.)	\$151 \$160
D.	International Student Surcharge	\$19 \$19

	Fall/Spring (per unit/per semester)	\$19
	Summer (per unit)	
E.	Student Services Fee	
	Fall/Spring Semesters (per semester)	\$10
	Duplicate Card, Fall/Spring	\$5
	Winter Session	\$2
	Summer Semester Session	\$2
	Duplicate Card, Summer	\$1
F.	Parking Fee	
	Fall/Spring – Auto (regular)	\$40
	Fall/Spring – Auto (rideshare)	\$30
	Fall/Spring – Auto – Financial Aid Students	
	California Board of Governor Grants (BOGG)	\$20
	Fall/Spring – Motorcycle	\$10
	Summer – Auto (regular)	\$20
	Summer – Auto (rideshare)	\$10
	Summer – Auto – Financial Aid Students	
	Qualifying for Federal Title IV funds	
	And California Board of Governor Grants (BOGG)	\$20
	Summer – Motorcycle	\$5
G.	Student Photo Identification Card	No Charge
H.	International Student Application Processing Fee	\$50
I.	College Catalog	Dependent on prevailing printing/ mailing costs
	Picked up	\$3.50 (+ tax)
	Mailed	\$3 (+ postage costs)
J.	Schedule of Classes	Dependent on prevailing printing/ mailing costs
	Picked up	\$1
	Mailed	\$1 (+ postage costs)
K.	Transcripts	
	Official Transcript–Each copy *	\$3
	Official Transcript–Rush copy same day service additional fee	\$5
	Unofficial transcript	\$1
	(can be printed free on WebAdvisor)	
	*No charge will be made for furnishing the first two official transcripts of student’s records.	
L.	Grade Mailer Fee *	\$1 (includes tax)

- L. Enrollment Verification Fee* \$2
* No charge will be made for furnishing ~~up to two official transcripts of student's records or up to two verifications of various records of student's enrollment.~~
- M. Diploma Fee \$5
- N. Duplicate **Registration Receipt/Class Schedule** \$.50
~~Semester Schedule/Pay Receipt~~
(can be printed free on WebAdvisor)

VI. Exemptions

The ~~College Presidents~~ **President of the College, or designee**, may waive out-of-state tuition for a student who is a full-time employee of Riverside Community College or a child or spouse of a full-time employee of Riverside Community College, until the student has satisfied residency requirements.

VII. Responsibility

The ~~Vice President~~ **Vice Chancellor** of Student Services and Operations, in cooperation with the ~~Vice President~~ **Vice Chancellor** of Administration and Finance, shall be responsible for the implementation of all regulations regarding the assessment of student fees **and exemptions per the Education Code.**

~~January 25, 2005~~

June 20, 2006

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-3

Date: June 20, 2006

Subject: Agreement with TriValley Internet, Inc.

Background: Presented to the Board of Trustees for review and consideration is a proposed agreement between Riverside Community College District and TriValley Internet, Inc., (TVI), for the development and licensing of a sports gateway, website, for RCCD. The website will provide for the update of player information, team schedules and statistical information. It will also serve as a single point of access to view information about sports and players and provide a historical view of RCCD sports statistical information. TVI shall also provide RCCD with streaming video hosting that can be a tool in transferring students to four-year institutions. The term of the agreement is for three years beginning June 22, 2006 through June 21, 2009. Total cost of the agreement is \$40,000.00, of which \$16,000.00 will be paid by the athletic booster club and \$24,000.00 by Public Affairs. Funding source: Tiger Backers and General Fund.

Linda Lacy, Vice Chancellor of Student Services and Operations, has reviewed the agreement and scope of work after incorporating suggested changes by Ed Godwin, Director of Administrative Services. The scope of work has also been reviewed by Darren Dong, Director of Communications and Web Development.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for June 22, 2006 through June 21, 2009, at a cost not to exceed \$40,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Robert Schmidt
District Director, Sports and Activities Information

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made as of June 1, 2006, (the "Effective Date") by and between Riverside Community College District, a California Community College ("RCCD"), and TriValley Internet, Inc., a California corporation ("TVI").

RECITAL

By purchasing the JCScores.com Sports Gateway ("The Product"), the License Holder ("you") agree to the following terms and conditions stated by TVI ("we", "us"):

1. Product Definition:

(a) The Product is defined as follows:

1. Front end web site shall mean any pages viewable on the Internet by the public
2. Administrative web site shall mean all areas that are password protected
3. Database shall mean where data is stored on JCScores.com

2. License Usage:

(a) This license grants you the right to run one instance of The Product front end on one web server and one web site for each license purchased. For each installed instance of The Product front end, a separate license is required.

"One instance" is defined as the following:

1. Database (tables & stored procedures):
One set of the tables and store procedures will be provided on JCScores.com for the RCCD data during the term of this license.
2. Web (ASP / ASPX / JS / VB) files:
One set of the Web files contained the front end and Administrative pages may exist on a single web directory.
3. 1. and/or 2. that is accessible from one single base URL is considered one instance.
4. Clustered Environment / Web Farm: A license is required for each web server on your Web Farm as there is a set of web files on each web server.
5. Development Server: if you are required to maintain a development environment in addition to the production environment at the same time, you are permitted to have one instance per license you own, as defined above, installed on you development server for development purposes only.

3. Modifications to Base License:

(a) The instance of The Product for RCCD shall be customized as per the attached Exhibit "A - Riverside Scope of Work" which is incorporated herein by reference.

4. Property of TVI:

(a) Any and all code used to compile The Product shall remain the property of TVI.

5. License Fee and Term:

(a) In consideration for non-exclusive usage of The Product for a term of one (1) year from the Effective Date of this Agreement, June 22, 2006, RCCD shall pay to TVI a non-refundable License Fee in the amount of Twenty-five Thousand (\$25,000.00) US Dollars. The 2nd server license will be waived for RCCD under the first year, however annual renewals as covered under Section 6(a) below will be based on RCCD's 2 Cluster Environment per 2(a)(4) above.

(b) If any terms are violated, we reserve the right to revoke your license at any time. No license refunds will be granted for revoked licenses.

(c) We reserve the right to modify these terms at any time.

(d) The Product is protected by copyright and other intellectual property laws and treaties.

(e) The Product is licensed, not sold.

6. Renewal Fee:

(a) Prior to the expiration of the initial License Term, RCCD may extend the usage of The Product by one (1) year by paying to TVI a non-refundable Renewal Fee in the amount of Three Thousand (\$3,000.00) US Dollars per server. This will allow RCCD to maintain data archives.

7. Disclaimer of Warranty:

(a) THIS PRODUCT AND THE ACCOMPANYING FILES ARE LICENSED "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED.

(b) TVI is not liable for the content of any text or data entered into The Product by RCCD.

(c) You must assume the entire risk of using The Product. ANY LIABILITY OF TVI

WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT.

8. Additional Services:

- (a) TVI shall provide RCCD with Streaming Video hosting during the initial three (3) years of this Agreement using a Microsoft Windows 2003 Streaming Media Server for an additional fee of Fifteen Thousand (\$15,000.00) US Dollars. This includes all hardware, software licenses and bandwidth, but does not include conversion of media files.

9. Payment Terms:

- (a) RCCD shall make payments to TVI on the initial license fee of \$40,000 US Dollars as follows:
- 20% due upon execution of this Agreement
 - 30% due upon completion of the "Look and Feel" as per Exhibit "A"
 - 50% balance due upon project completion

10. General:

- (a) Assignment. RCCD may not assign this License under this Agreement either in whole or in part without the prior written consent of TVI. Any attempted assignment or delegation without such consent will be void.
- (b) Equitable Remedies. Because The Product is hosted on a monthly basis, TVI will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that TVI may have for a breach of this Agreement.
- (c) No Control over Internet. While TVI maintains an uptime of 99.9% with The Product, RCCD acknowledges and agrees that TVI does not and cannot control the flow of data to or from TVI or RCCD's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt TVI or RCCD's connections to the Internet. TVI DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- (d) Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- (e) Governing Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any

reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

- (f) Notices. Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, to the address specified below or such other address as the party specifies in writing. Such notice will be effective upon its mailing as specified.

- (g) Complete Understanding; Modification. This Agreement, together with Exhibit A executed by the parties, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date, June 22, 2006.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

TRIVALLEY INTERNET, INC.

By: _____

By: _____

Dr. James L. Buysse
(Printed Name)

(Printed Name)

Vice Chancellor, Administration and Finance
(Printed Title)

(Printed Title)

Address: Riverside Community College District
Riverside City Campus
4800 Magnolia Avenue
Riverside, CA 92506

Address: 4713 First St., Suite 110
Pleasanton, CA 94566

EXHIBIT "A" RIVERSIDE SCOPE OF WORK

Objective:

The sports gateway ("Gateway") to be developed for Riverside Community College ("RCCD") by TriValley Internet, Inc. ("TVI") will meet the specifications described herein and shall be a venue:

- For RCCD athletic management personnel to update, add, and delete player information, team schedules and team statistical information.
- Provide all RCCD fans a single point of access to view information on their favorite sport and players.
- Provide a historical view of RCCD sports statistical information.

Solution:

The Gateway shall be a content & workflow driven website. The look and feel of the website will adhere to the RCCD branding, philosophy and identity, with the initial designs to be approved by COTF or other committee as designated by RCCD.

Content:

TVI shall provide the services to create the web & navigation design, and the database engine to allow RCCD to upload the content for the Gateway. RCCD shall provide all other content pertaining to the website, such as text, logos and branding elements, photos and other images, audio and video files, and all other items pertaining to the Gateway as may be necessary.

Technology:

The website shall be a directory-driven site, and utilizes technologies that will allow the site content to be updated dynamically. Standard open internet technologies such as Microsoft active server pages & SQL Server are used so that the software does not become closed and proprietary. As an option, Secure Sockets Layer (SSL) technology can be implemented to protect any customer information that is transferred over the Internet (separate charges for SSL certificate and installation are applicable if required).

Development and Deployment:

The development timeline is 16 weeks from the start of the site development. This time is also dependent upon current JCScores.com site development as RCCD information will be linked to the information available on JCScores.com. As new sports are added to the JCScores.com website, these sports will then be integrated into the RCCD site for access and information update. As of January 2006, only Basketball and FastPitch softball are available on

JCScores.com

Website Conceptualization – 4 weeks
Design and Development – 9 weeks
Testing – 2 weeks
Website Launch and User Training – 1 week

RCCD will be provided initial designs of the website to have an understanding how the website might look at each stage of development.

Exclusions:

RCCD is responsible for all of the following costs:

- Purchase and installation of SSL Certificate
- Domain name registration
- Royalty-free licensed photographs and artwork
- Streaming of Audio and / or Video (if required)
- Credit Card or equivalent payment authorization service fees
- All responsibility for the initial entry of all data. This Scope of Work does not include the time / costs involved in populating the database.

Change Control:

Quite often during the execution of a project, the need for modification of the original scope is recognized. All variations outside of this proposed Scope of Work document will constitute a change request. TVI shall advise RCCD on the rationale, scope, cost and schedule impact of each modification. All modifications shall first receive prior written agreement from RCCD before any work is initiated.

Features in RCCD Gateway:

- Athletic Inquiry form, which will be emailed to as many coaches as the potential athlete would like (RCCD will provide information to be collected by the form)
- Automated schedule (schedule would fall off at midnight and next day schedule would automatically go up)
- Athletic Directory - With sport, coaches name, email and phone number, also have a head shot of each coach
- New athletic front page and a new team page for all 21 sports
- Automated statistical gathering for:
 - Football (Men)
 - Baseball (Men)
 - Waterpolo (Men / Women)
 - Cross Country (Men / Women)
 - Soccer (Men / Women)
 - Volleyball (Men / Women)

- Golf (Men / Women)
 - Tennis (Men / Women)
 - Track and Field (Men / Women)
 - Swimming (Men / Women)
 - Basketball (Men / Women)
 - Fastpitch Softball (Women)
-
- Automated statistical gathering, which will also migrate to JCScores.com
 - Build schedules for each sport
 - Build rosters for each sport
 - Link from the roster page; specifically, click on athletes name and have photo and bio information open.
 - Upload link to stat crew files (html).
 - Create an archive link to existing website pages to allow view of historical data.
 - Place an athlete highlight video link on the site.

Design Overview:

1. General - Design and build a public website to manage all RCCD sports to include Standings, Schedules, Rosters, and Statistics. The system will also maintain a running “Headline News” for each sport.

Each sport within the system shall have a management area to manage players, schedules, game results and individual statistics.

2. Home Page Design – The system’s home page shall provide access to each sport and list the latest news (current date – 30 days) and list all upcoming events (current date + 10 days). The home page will also provide area for corporate advertising and display the school’s logo and athletic logo. Figure 1 provides a general sample of the basic home page layout.

3. Individual Sport Pages – Each sport will have an individual page to include links to statistics, schedules, rosters and standings. The sport will also have links to management pages to ensure all data is maintained accurately and in a timely fashion. Rosters will include the ability to upload player’s photograph. Figure 2 provides a general structure of the sport’s page functionality.

4. Headline News – Administration management will have the ability to input headline news for each sport or for overall information. This news will be limited to public view and shall not be specific in nature other than the information on a specific sport. This news will not be used to inform coaches of specific information or contain personal information of any nature. The site home page shall display a short subject and link to all headline news as well as the ability to search archives for historical purposes. The home page will display news for the current day minus 30 days. The format for display will be: Date—(Sport) Subject (e.g. 10.05.05—(Men’s

Basketball) Tigers Win Big in Conference Championship). Figure 3 provides a sample input form for headline news.

5. Upcoming Events – Upcoming events will search all schedules and display the events for the current day plus 10 days to allow fans a quick view of all games upcoming in the next 10 days. No management will be provided for upcoming events other than the individual sports schedule management. Format for display will be as follows:

UPCOMING EVENTS:

Month Day

Sport (Link to sport home page)

Location

Event

6. System Requirements -- All design will be developed using Visual Basic Script (ASP pages), standard html, dynamic html and Javascript. The site will be developed to a 1024X768 standard screen display but will allow scaling down to 800x600. The system will be tested for display in the following browsers: Internet Explorer (4 and later), Safari (Mac), Netscape 6.x (PC and Mac) and Mozilla FireFox (1.0 and later). The system will be Section 508 compliant.

SPORT LOGO				
	AD	AD	AD	AD
MENU	HEADLINE NEWS	UPCOMING EVENTS	AD	
			AD	
AD				
AD				
AD				
SCHOOL LOGO				
CURRENT STANDINGS				

Figure 1 - Basic Home Page Layout

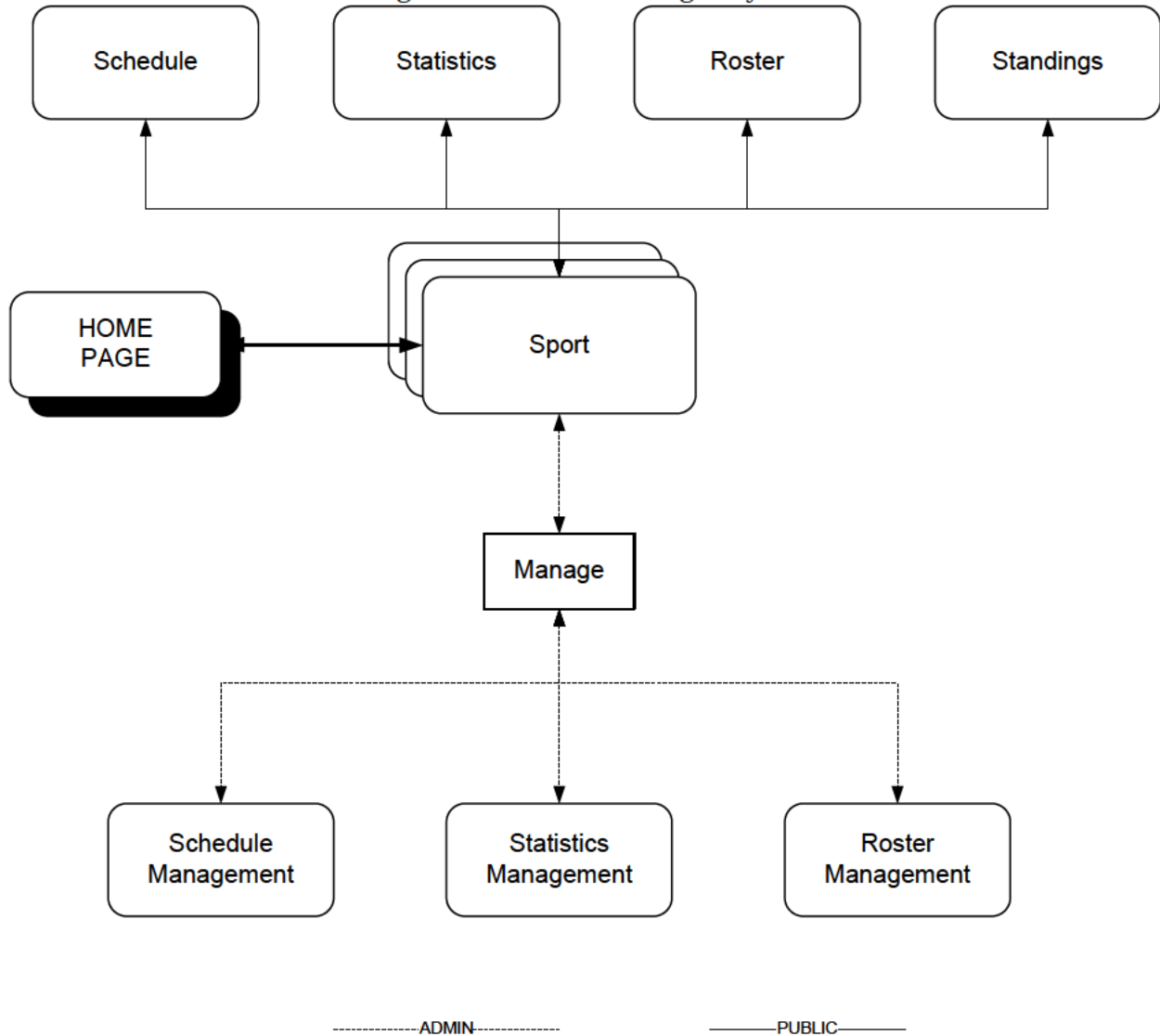


Figure 2 - Individual Sport Page Functionality

Date	<input type="text"/>
Sport	Drop Down List
Sex	<input type="radio"/> Men <input type="radio"/> Women
Short Subject	<input type="text"/>
Message Body	<input type="text"/>

Figure 3 - Headline News Input Form

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-4

Date: June 20, 2006

Subject: Agreement with County of Riverside Fire Department

Background: Attached for the Board's review and consideration is a renewal of an existing agreement between Riverside Community College District and the County of Riverside, on behalf of the Riverside County Fire Department. The County Fire Department agrees to release one fire department captain to serve as the fire technology operations and logistics coordinator for the Basic Firefighter Academy in the Public Safety Education and Training Center for the term of July 1, 2006 through June 30, 2008. The District will pay an amount not to exceed the top step fire department captain's salary of \$116,804.00, in addition to unplanned overtime, not to exceed \$12,000.00 per year and mileage, not to exceed \$4,800.00 per year. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2006 through June 30, 2008, for an amount not exceed \$133,604.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Bill Vincent
Dean, Public Safety Education and Training

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE
COUNTY OF RIVERSIDE

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

IT IS AGREED AS FOLLOWS:

1. TERM

The term of this agreement shall be from July 1, 2006 through June 30, 2008. Designated representatives of County and District shall administer this agreement. Either party may terminate this agreement with a sixty (60) day notice.

2. SCOPE OF SERVICE

County agrees to provide one Fire Department Captain to serve as Fire Technology Operations and Logistics Coordinator for the District's Basic Firefighter Academy in the Public Safety Education and Training Department. The Operations and Logistics Coordinator shall meet minimum State and District qualifications to teach some of the various Fire Technology courses; serve as teacher-counselor and advisor to students enrolled in courses; establish and maintain close liaison between the District and participating agencies; coordinate instructor assignments for the Riverside County Fire co-sponsored courses as well as other District academic courses; coordinate course schedules with instructors and participating agencies; and coordinate facility and equipment use. It is understood that this position will be committed to District on a priority basis (based on the current County Fire Department scheduling pattern for a "Training Captain") for the term of this agreement and subject to the conditions cited herein. It is further understood that in the event that the Fire Department Captain is given a County/State Fire related assignment, the County agrees to compensate for said assignment.

3. PAYMENT AND COMPENSATION

3.1 District shall reimburse County for rendering services pursuant to this agreement. Such cost shall be established and approved by the County Board of Supervisors for the services of a Fire Captain, and a mileage rate for any costs incurred through the use of County vehicles specifically for District business and to be

turned in to the Director, Fire Technology/Fire Academy Program on a quarterly basis. Total cost to the District shall not exceed the top step Fire Department Captain salary (see attached Exhibit A), unplanned overtime (not to exceed \$12,000.00 per year) and mileage (not to exceed \$4,800.00 per year and specifically excludes commute from residence to assignment location). Both overtime and mileage reimbursement must be specifically for District business and is subject to periodic review. Payment for services will be rendered upon receipt of an invoice by District from County on a quarterly basis.

- 3.2 It is mutually agreed that the District will reimburse the Fire Technology Operations and Logistics Coordinator directly for mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of District as deemed appropriate by and upon advance written approval of the Director, Fire Technology/Fire Academy Program for the term of this Agreement.

4. COUNTY FUNDED EMPLOYEE

The assigned County-funded employee shall remain a County-funded employee on special assignment to the District for the purposes set forth in this Agreement, and shall not be considered an employee of District. The relationship of the County to the District shall be that of an independent contractor.

5. AGREEMENT ADMINISTRATION

The Fire Chief shall administer this Agreement on behalf of the County of Riverside. The District's Dean of Public Safety Education and Training, and Director, Fire Technology/Fire Academy Program of Riverside Community College Ben Clark Training Center shall administer this Agreement on behalf of the District.

6. VACATION AND HOLIDAY TIME

- 6.1 Vacation time that has been approved by the Fire Chief or designee may be taken with reasonable notice to the Director, Fire Technology/Fire Academy, but shall not conflict with the development of presentation of the Fire Technology course schedule.
- 6.2 Because District and County holidays may not correspond, holiday time off will be taken in accordance with the County policy. If County holidays exceed District holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Director, but shall not conflict with the development or presentation of the Fire Technology course schedule.

7. REVIEW AND SUPERVISION

The Fire Chief (or designee) shall supervise the Fire Technology Operations and Logistics Coordinator. Said supervision will be coordinated with the District's Director of Fire Technology/Fire Academy Program and the Office of Riverside Community College Ben Clark Training Center Dean.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by District. District 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 District, its officers, agents, employees, subcontractors, 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 the Agreement to the extent that such liability is imposed on the County by the provisions of California Government Code Section 895.2, and District 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.

8.2 Indemnification by County. County shall indemnify and hold the 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 County, its officers, agents, employees, subcontractors, and 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 of the District by the provisions of California Government Code 895.2, and County 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.

9. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, 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 Agreement, which is formally approved and executed by both parties.

10. 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 understandings, oral or written, in connection therewith.

IN WITNESS WHEREOF, the duly authorized representative of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.

Dated: _____

By: _____

Dr. James Buysse
Vice Chancellor, Administration and Finance

ATTEST:

Name:
Title:

By: _____

COUNTY OF RIVERSIDE

By: _____

ATTEST:

Name:
Title:

EXHIBIT A

Agreement between Riverside Community College District
and The County of Riverside

Re: Fire Technology Operations & Logistics Coordinator

Salary Schedule for Fire Captain-Training FY 2006-2007

Salary	\$85,185.00/year
Benefits	<u>\$31,619.00/year</u>
Total Yearly	\$116,804.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-5

Date: June 20, 2006

Subject: Facilities Use Agreements with 24 Hour Fitness USA, Inc.

Background: Attached for the Board's review and consideration are facilities use agreements between Riverside Community College District and 24 Hour Fitness USA, Inc., to provide sites for physical education classes for the Moreno Valley and Norco Campuses. The terms of these agreements are September 1, 2006 to August 31, 2007, at a cost of \$26,000.00 and \$28,000.00, respectively. Funding source: General Fund.

The agreements have been reviewed by Ed Godwin, Director, Administrative Services, and Sylvia Thomas, Associate Vice Chancellor, Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreements, from September 1, 2006 to August 31, 2007, at a cost of \$26,000.00 and \$28,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Lisa Conyers
Dean of Instruction
Dawn Lindsay
Dean of Instruction

LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is dated September 1, 2006, and is made between 24 HOUR FITNESS USA, INC., a California corporation ("LICENSOR") and Riverside Community College District, a governmental education body ("LICENSEE").

1. PREMISES: 23750 Alessandro Blvd.
Moreno Valley, CA 92551
2. LICENSED AREA: The Free Weight/Weight Machine area as shown on Exhibit A
3. PERMITTED USE: College Level Fitness classes only
4. HOURS OF OPERATION: Hours to be mutually agreed upon (see Section 9.1)
5. LICENSE FEE: \$40.00/hr
6. SECURITY DEPOSIT: None (see Section 5)
7. PREPAID LICENSE FEE: None
8. COMMENCEMENT DATE: September 1, 2006
9. TERM: 9/1/06 through 8/31/07 except for breaks between semesters/quarters
10. GUARANTOR(S):
11. NOTICE ADDRESSES:

Licensor: 24 Hour Fitness USA, Inc.
23750 Alessandro Blvd.
Moreno Valley, CA 92553
Attn: Operations Manager

And to 24 Hour Fitness USA, Inc.
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Attn: Property Management

With a copy to 24 Hour Fitness USA, Inc.
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Attn: Legal Department

Licensee: Riverside Community College District
Moreno Valley
16130 Lasselle St.
Moreno Valley, CA 92551
Attn: Lisa Conyers
Phone: 951-571-6163
Tax ID: _____

LICENSE AGREEMENT STANDARD TERMS AND CONDITIONS

BASIC BUSINESS TERMS

These Basic Business Terms supplement the attached Standard Terms and Conditions of this License Agreement. Should any provision of the Basic Business Terms be found to be inconsistent with the Standard Terms and Conditions of this License Agreement, the provision and/or terms of the Standard Terms and Conditions shall govern.

RECITALS

Licensee's covenants, warranties and representations hereinafter set forth are material inducements to Licensor's entering into this Agreement.

Licensor is the operator of a full-service fitness facility located at the Premises.

Licensee wishes to obtain, and Licensor wishes to grant a license to Licensee to use, the Licensed Area for the Permitted Use.

Licensee warrants and represents that Licensee and its employees (and others engaged by Licensee to provide services at or from the Licensed Area) possess exceptional skills and abilities with respect to services to be provided by Licensee and that Licensee, its employees, and all others engaged by Licensee to provide services at or from the Licensed Area, are duly licensed and certified, if necessary, to carry on such business activity with all applicable city, county and state governments or agencies. All employees and any independent contractors engaged by Licensee to conduct the activities and provide the services contemplated by this Agreement at or from the Licensed Area are referred to collectively in this Agreement as "Service Providers."

Licensee is aware that Licensee and its Service Providers only can provide their services within the Licensed Area, except as expressly provided herein.

NOW THEREFORE, in consideration of the recitals and other good and valuable consideration (the receipt and the adequacy of which is hereby acknowledged), the parties covenant and agree as follows:

1. GRANT AND TERM OF LICENSE

1.1 The term of this Agreement (the "Term") is as set forth above, and commences on the Commencement Date.

1.2 Licensor hereby grants Licensee a revocable, non-exclusive license to use the Licensed Area solely for the Permitted Use and only during the Hours of Operation set forth in Item 4 of the Basic Business Terms.

1.3 This grant of license includes the right of access to the Licensed Area.

1.4 Licensor shall give Licensee reasonable notice of any restriction in the use of any of the Licensed Area.

1.5 This Agreement and Licensee's rights hereunder shall, at all times, be subject to the provisions of, and subordinate to, Licensor's lease for the Premises (the "Master Lease"), which Master Lease gives the landlord thereunder certain approval, termination and other rights. Furthermore, Licensee acknowledges and agrees that any and all approvals and consents to be given by Licensor to Licensee shall be subject to the provisions of the Master Lease. Any provision in the Master Lease requiring the landlord's approval or sent is deemed for purposes of this Agreement as requiring both the landlord's and Licensor's approval or consent. Notwithstanding anything contained herein to the contrary, should the provisions of this Agreement and the Master Lease be inconsistent, the terms and provisions contained in the Master Lease will control. Licensee shall keep confidential all terms and provisions of the Master Lease which Licensor provides Licensee.

1.6 Notwithstanding anything to the contrary, the effectiveness of this Agreement is conditioned on Licensor's obtaining the landlord's approval if Licensor is required to do so under the Master Lease.

2. CONDITION OF LICENSED AREA; IMPROVEMENTS

2.1 Licensee accepts the Licensed Area in its as-is condition, without any warranty, representation or allowance from Licensor with respect to the condition or improvements thereof. Licensee further acknowledges and agrees that Licensor has not made any warranties or representations as to the zoning, licensing or use of the Licensed Area and/or the Premises.

2.2 Licensee shall not perform any construction, alterations or other refurbishment work (including, but in no way limited to, painting and carpeting) within the Licensed Area.

2.3 Notwithstanding Licensor's repair and maintenance obligations under the Master Lease, Licensee shall be solely responsible for all repairs and maintenance within the Licensed Area to the same extent Licensor is obligated to repair and maintain the Premises under the Master Lease.

3. PURPOSE OF LICENSE. This grant of license shall be personal to the original Licensee and shall be limited to the specific use set forth in Item 3 of the Basic Business Terms. In the event Licensor receives complaints about the services provided or activities conducted by Licensee, Licensee agrees to promptly correct and/or stop the actions being complained of or that are otherwise of concern to Licensor.

4. LICENSE FEE

4.1 From and after the Commencement Date, Licensee shall pay to Licensor the License Fee as set forth in the Basic Business Terms in this Agreement. The License Fee shall be due and payable to Licensor in lawful money of the United States, in advance and without set off, abatement or demand. Licensor will invoice the Licensee by the 15th of each month to be paid at the end of each calendar month of the Term. Licensee shall deliver the License Fee, on or before the due date, to Licensor, at the Premises, Attention, Operation's Manager, or such other address as designated in writing by Licensor.

4.2 If the Commencement Date does not occur on the 1st day of a calendar month, a prorated installment of the License Fee based on a per diem calculation shall be paid for the fractional month during which the Term

4.3 Licensor shall have the right to audit Licensee's business records related to Licensee's business activities at the Premises upon three (3) days' prior notice to confirm compliance with the terms of this License and the Master commences. Lease or as may be reasonably required in connection with the maintenance of Licensor's business records.

4.4 Licensee acknowledges that late payment of the License Fee will cause Licensor to incur costs not contemplated by this Agreement with the exact amount of such costs being extremely difficult and impracticable to fix. If any payment of the License Fee is not received by Licensor on the due date for such payment, Licensee shall pay to Licensor an additional ten percent (10%) of the total monthly License Fee or other amounts then payable as a late charge. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Licensor will incur by reason of a late payment by Licensee. Licensor's acceptance of any late charge shall not constitute a waiver of Licensee's default with respect to the overdue amount or prevent Licensor from exercising any other rights and remedies available to it hereunder.

5. SECURITY DEPOSIT Licensor currently does not require a Security Deposit, but reserves the right to do so in the future. If a Security Deposit is required, and if Licensee fails to pay the License Fee or any other charges due under this Agreement, or otherwise defaults under this Agreement, Licensor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Licensor or to reimburse or compensate Licensor for any liability, expense, loss or damage which Licensor may suffer or incur by reason thereof. If Licensor uses or applies all or any portion of said Security Deposit, Licensee shall within ten (10) days after written request thereof deposit monies with Licensor sufficient to restore said Security Deposit to the full amount required by this Agreement. If the License Fee increases during the Term of this Agreement, Licensee shall, upon written request from Licensor, deposit additional monies with Licensor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased License Fee as the initial Security Deposit bore to the initial

License Fee. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Licensee under this Agreement.

6. RELATIONSHIP OF THE PARTIES

6.1 Licensee and its Service Providers shall provide their services at the Premises as independent contractors. This Agreement is not one of employment, but rather is for the retention of the services of Licensee. Accordingly, neither Licensee nor any Service Provider has the power, authority or right to enter into any agreement, written or oral, on behalf of Licensor or undertake any action or incur any expense on behalf of Licensor. Licensor is not liable, nor responsible, nor has Licensor assumed any responsibility or liability, for any loss, injury or damage to Licensee, Licensee's clients, or any other third party, arising from, out of, or in any way related to, the activities conducted or services provided by Licensee and its Service Providers.

6.2 Licensee shall be responsible for all of Licensee's and its Service Provider's taxes (including, but in no way limited to, all withholdings for income and employment taxes required by state and federal law), taxes and assessments attributable to Licensee's furniture, fixtures, equipment, Licensee's insurance (including unemployment insurance) and licensing fees and Licensor shall have no obligation to pay taxes (including, but in no way limited to, all withholdings for income and employment taxes required by state and federal law), taxes and assessments attributable to Licensee's furniture, fixtures, and equipment, Licensee's insurance (including unemployment insurance) and licensing fees of Licensee and its Service Providers. Licensor shall not be liable for the payment of wages (minimum or otherwise), overtime, vacation pay, costs of supplies or equipment to Licensee or to any Service Provider. Licensee acknowledges that Licensor shall not, and will not, provide any Worker's Compensation or related insurance benefits for Licensee, or any Service Provider, and Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all claims arising from or growing out of or in any way connected with Licensee or any of its Service Providers, including without limitation any claims related to the disability or death of its agents or Service Providers, or any tax liability related to Licensee or its Service Providers. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

6.3 Licensee has the right to engage one or more independent contractors to provide the same services and to conduct the same activities as Licensee is permitted to provide under this Agreement within the Licensed Area, provided that at least 10 business days prior to allowing any independent contractor to provide services at or from the Licensed Area, Licensee delivers to Licensor a description of the services to be provided, together with copies of all insurance policies and licenses of such independent contractor relevant to the services to be provided at or from the Licensed Area. If during said 10-day period Licensor objects or raises any concerns about the proposed independent contractor, Licensee will not enter into an agreement with such independent contractor until all concerns are addressed to Licensor's satisfaction. In no event, however, will Licensee permit any independent contractor to conduct any activities or to provide any services at or from the Licensed Area until Licensor receives evidence satisfactory to Licensor that (i) the proposed independent contractor has complied with the insurance provisions set forth in this Agreement; (ii) the proposed independent contractor has all the necessary licenses; (iii) the proposed independent contractor agrees to be bound by the terms of this Agreement (other than the obligation to pay the License Fee); and (iv) the proposed independent contractor agrees in writing to release Licensor from all liability and responsibility including, without limitation, any loss or damage to the independent contractor or his/her property. Licensee shall be liable for the activities of all Service Providers at all times during the Term.

7. INSURANCE

7.1 Licensee's Insurance. Throughout the Term of this Agreement, Licensee shall maintain, and shall require that all Service Providers that are independent contractors maintain, in full force and effect, at Licensee's or such Service Provider's sole cost and expense, one or more policies evidencing the following coverage with respect to the Premises and activities at the Licensed Area (with Licensor and landlord of the Premises named as additional insured(s)): (i) a policy of Commercial General Liability insurance in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00) each occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate; and (ii) a property damage insurance policy covering Licensee's and/or its Service Provider's personal property against all perils within the classification of "special form" coverage (as such term is used in the insurance industry) in an amount of at least full replacement cost thereof. In addition, Licensee shall maintain: Worker's Compensation in an amount sufficient to cover Licensee's employees and agents in an amount equal to the greater of (a) the amount

required by law, or (b) an amount sufficient to cover Licensee's employees and agents; and such other insurance as Licensor deems reasonably necessary from time to time.

7.2 Policy Requirements. Any policy of insurance required of Licensee (and any Service Provider that is an independent contractor): (i) shall be issued by an insurance company licensed to do business in the state where the Premises are located, and rated not less than A-VII in Best's Insurance Guide; (ii) shall be primary insurance and any insurance or self-insurance maintained by Licensor and/or its Service Provider in excess of that required of either party shall not contribute with the insurance required hereunder; (iii) shall in the case of liability insurance, name Licensor and landlord of the Premises as additional insured(s) and include a cross-liability endorsement; and (iv) shall provide that the insurance company issuing the insurance will provide Licensor with at least 30 days' prior written notice of cancellation, amendment, renewal or intent not to renew and (v) shall in the case of the Commercial General Liability insurance, include coverage of Licensee's indemnities set forth in the Agreement. Upon execution of this Agreement and within thirty (30) days before each anniversary date of the Term, Licensee (and each Service Provider that is an independent contractor) shall submit to Licensor a certificate of insurance verifying the existence of the coverage required under this Section 7.

8. RELEASES; VERIFICATION. Prior to providing services to any of Licensee's guest(s) or clients within the Licensed Area (and/or upon the Premises if applicable), Licensee (and each Service Provider): (i) shall obtain a copy of a valid driver's license (or a valid identification card) of each new client and/or guest; (ii) shall verify that the client or guest checked in with Licensor's front-desk staff; and (iii) shall obtain a written acknowledgment and release from each such client or guest, in the form attached as Exhibit B, or in another form and content acceptable to Licensor at its sole discretion. Licensee shall forward copies of each such acknowledgment and release (along with a copy of the individual's valid driver's license or a valid identification card) to Licensor's Operations Manager at the Premises within five (5) days after obtaining any acknowledgment and release.

9. OTHER OBLIGATIONS AND COVENANTS

9.1 Operations. Licensee covenants and agrees that throughout the Term, Licensee shall: (i) conduct its activities and provide its services only during the Hours of Operation; provided, however, in no event shall Licensee and its Service Providers provide their services during hours which Licensor is not open and operating its business, nor shall Licensee or its clients have a right of entry during any hours which Licensor is not open and operating its business, and provided, Licensor shall have the right at anytime, from time to time, to change the Licensee's Hours of Operation at Licensor's sole discretion; (ii) use Licensee's own Service Providers, equipment (except as otherwise specifically stated in this Agreement) and supplies while providing the services contemplated hereunder within the Licensed Area, including without limitation, office equipment and supplies, and equipment and supplies necessary to conduct Licensee's business at the Premises; (iii) employ or otherwise retain only adequately skilled, experienced, and board certified or properly licensed individuals to conduct the activities and to provide the chiropractic services; (iv) be responsible for its own expenses, which may include but are not limited to transportation, parking, telephone services, laundry services, supplies, materials, continuing education, licensing fees, insurance premiums, and taxes; (v) not provide its services to employees of Licensor for work-related injuries within the Licensed Area or Premises; (vi) be fully responsible for the safety of Licensee's clients and guests and its clients' and guests' possessions while providing services at or from the Licensed Area (Licensee acknowledges it has no rights to utilize Licensor's safes or similar items at the Premises, and Licensee agrees to take appropriate steps to minimize loss or damage to the property of Licensee's clients); (vii) observe, and cause all of Licensee's Service Providers, agents and clients to observe, the rules and regulations at the Premises; (viii) not allow any client or Service Provider to use the Licensed Area unless such person is properly attired, as determined by Licensor in its sole discretion; (ix) conduct Licensee's business at the Licensed Area in a professional and responsible manner and not engage in any conduct or activity which may adversely affect Licensor, its business, members, guests or employees; (x) cause its employees, Service Providers and its agents to maintain a clean, neat and well-groomed appearance at all times, subject to Licensor's approval in its sole discretion; (xi) obtain and maintain all required state and local licensing for the Permitted Use and for Licensee's business outside of the Premises, and to promptly notify Licensor of any violations or warnings of violations of any applicable laws by Licensee or its Service Providers; (xii) will not do or permit anything to be done which is contrary to or which violates any provision of the Master Lease; (xiii) fully cooperate with Licensor so that Licensor can fulfill all of its obligations under the Lease, including, without limitation, maintaining adequate sales records and providing all sales records as Licensor may

request during the Term; and (xiv) not provide its services to individuals under the age of 18 and will verify that each client and/or guest is 18 years of age or older.

9.2 BACKGROUND CHECKS REQUIRED OF EMPLOYEES AND INDEPENDENT CONTRACTORS. IN ADDITION TO THE OBLIGATIONS AND COVENANTS SET FORTH IN THIS AGREEMENT, LICENSEE COVENANTS AND AGREES TO PROVIDE WRITTEN CONFIRMATION TO LICENSOR THAT LICENSEE AND ALL LICENSEE'S EMPLOYEES AND INDEPENDENT CONTRACTORS HAVE UNDERGONE CRIMINAL BACKGROUND CHECKS IMMEDIATELY PRIOR TO HIRE BUT IN NO EVENT MORE THAN SIXTY (60) DAYS PRIOR TO THE DATE OF THIS AGREEMENT (AND, IF APPLICABLE, IN THE EVENT OF A RENEWAL OF THE TERM, WITHIN SIXTY (60) DAYS AFTER SUCH RENEWAL), AND THAT EACH EMPLOYEE AND INDEPENDENT CONTRACTOR SATISFIES THE FOLLOWING CRITERIA:

9.3 Advertisement. During the Term, Licensee shall not advertise its services and/or its products, in any manner whatsoever, within the Premises (or on the exterior of any Premises or common area thereof) except in accordance with the following: (1) one business card holder may be placed at the front desk at the Premises at a location to be designated by the Operations Manager of such Premises; (2) no more than three (3) advertising signs may be posted at any one time and shall be limited to one sign in each of the locker rooms and one sign within the Licensed Area, and each sign shall (i) be professionally prepared and printed, (ii) not exceed 8.5" x 11" in size, (iii) be hung with double-sided tape so that no tape is visible, and (iv) not be placed on counters, restroom mirrors, locker doors or bathroom stalls. Such signs shall be subject to Licensor's prior approval, which Licensor may withhold at its sole discretion and rescind at anytime during the Term. In the event Licensor rescinds its approval and/or Licensee posts a sign in violation of this Agreement, Licensee shall immediately thereafter remove such sign after notice from Licensor (with oral notice given to Licensee or Licensee's employee sufficient for purposes of giving adequate notice under this Agreement) and repair the surface to the condition it was in prior to Licensee's posting of such sign. In the event Licensee or Licensee's employees fail to immediately remove the sign after notice from Licensor, Licensor shall have the right to enter the Licensed Area and to remove such sign(s) and shall not be liable to Licensee for any such action. Notwithstanding anything to the contrary, in no event shall Licensee's advertisements and promotional materials utilize any of Licensor's trade names, logos or other Marks, nor reference any association or co-location with Licensor. Licensee shall place any permitted advertisement or promotional material in a manner which does not interfere with Licensor's business and which does not cause any damage to the surface or structure of the building. Licensee shall be responsible for any damage and repair to the Premises caused by Licensee's placement and/or removal of any such advertisement and/or promotional material on/from the Premises.

10. INDEMNIFICATION. Licensee acknowledges and declares that Licensee will indemnify, protect, defend and hold the Licensor, Licensor's affiliates and subsidiaries, and the directors, officers, employees, agents and representatives of Licensor or of any affiliate or subsidiary of Licensor, harmless from and against any and all obligations, causes of action, claims, costs, damages, penalties, demands, expenses, attorneys' fees, judgments, interest and/ or liabilities of any nature or kind, arising from, out of, or in any way related to Licensee's activities or services at the Premises, including without limitation, activities or services of any Service Provider, activities of Licensee's guests and/or clients, or for any breach of Licensee's (or any Service Provider's) obligations under the terms of this Agreement. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

11. LICENSEE'S DEFAULT

11.1 At the option of Licensor, a default under this Agreement by Licensee shall exist if any of the following events shall occur (each is called an "Event of Default"):

(a) Licensee fails to pay the License Fee or any other amounts due and payable, within five (5) days after receipt of notice of nonpayment (or within five (5) days of the applicable due date in the event Licensor has already given two (2) notices of nonpayment to Licensee).

(b) Licensee commits a non-curable default.

(c) Licensee fails to observe, keep, perform or cure within ten (10) days after Licensee's receipt of notice of default from Licensor, any of the other terms, covenants, agreements or conditions contained in this Agreement that Licensee is obligated to observe or perform.

11.2 Licensee acknowledges and agrees that in the event Licensee breaches this Agreement, in addition to all rights and remedies available at law or in equity to Licensor, Licensor will have the same rights that are available to a landlord in the event a tenant continues in possession following the expiration of a lease term or otherwise remains in possession wrongfully, including but not limited to all rights to legal proceedings. This is not, however, intended to create a landlord/tenant relationship between Licensor and Licensee.

12. TERMINATION

12.1 Licensor may terminate this Agreement upon the occurrence of any one of the following events: (i) an Event of Default as set forth in Section 11; and (ii) at any time, upon at least 30 days' written notice for any reason.

12.2 Upon the cancellation, expiration or termination of this License, Licensee will return the Licensed Area to Licensor in neat and clean condition and will repair (and replace if necessary) any damage and destruction caused by Licensee.

13. **HOLDOVER.** Licensee has no right to retain possession of the Licensed Area or any part thereof beyond the expiration or termination of this Agreement. In the event that Licensee holds over, the License Fee shall be increased to one hundred fifty percent (150%) of the License Fee applicable during the month immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Licensor to any holding over by Licensee.

14. MISCELLANEOUS

14.1 **Assignment.** Under no circumstances shall Licensee assign, or otherwise transfer, the rights and obligations of Licensee under this Agreement, unless Licensor (in its sole discretion) has provided written consent to such assignment or transfer.

14.2 **Entire Agreement.** This Agreement is the entire agreement between the parties, and supersedes any prior agreements, representations, negotiations, or correspondence between the parties except as expressed herein. All Basic Business Terms, recitals, exhibits, attachments, riders and addenda attached to this Agreement are hereby incorporated into and made a part of this Agreement. All of the terms and provisions of the Master Lease, except as provided herein, or to the extent inconsistent with the terms of this Agreement, are incorporated into and made a part of this Agreement, and the obligations of the tenant under the Master Lease are hereby imposed upon the Licensee hereto with respect to the Licensed Area and the Premises.

14.3 **Amendment.** This Agreement may be amended, modified or supplemented only by a writing signed by all parties.

14.4 **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

14.5 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

14.6 **Governing Law.** This Agreement is entered into in and shall be governed by and construed in accordance with the laws of where the Premises are located. The parties hereto agree that any action or proceeding arising out of this Agreement shall be held only within such state, which both parties hereto agree shall be deemed to be, and is, the agreed upon place of performance of this Agreement.

14.7 **Severability.** If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

14.8 Interpretation. Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

14.9 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) when transmitted by telecopier or facsimile device during normal business hours, provided such device is capable of generating a written confirmation of such transmission and receipt and an original is deposited in first class mail within two (2) business days thereafter addressed as set forth below; (c) on the first business day following delivery by an overnight delivery service, provided delivery is confirmed by the delivery service; and (d) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid and return receipt requested, addressed to the parties at the place(s) of notice set forth in Item 11 of the Basic Business Terms. The foregoing to the contrary notwithstanding, to the extent Licensee has a question regarding day-to-day operations at the Licensed Area, the Licensee shall contact the Operations Manager at the Premises. Any party may change its address for notices by giving written notice to the other party in the manner set forth above.

14.10 Time of the Essence. Time is of the essence in this Agreement.

14.11 Effectiveness. This Agreement shall become effective only when signed and delivered by both parties.

14.12 Joint and Several Liability. If Licensee is constituted of more than one person or entity, the obligations imposed on each such person or entity shall be joint and several. If Licensee is a corporation, a partnership (general or limited) or a limited liability company, the individual(s) executing this Agreement on behalf of the corporation or partnership, as the case may be, represents and warrants that: (i) he or she is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with its corporate bylaws, statement of partnership, certificate of limited partnership, or appropriate limited liability company documentation, as the case may be; (ii) this Agreement is binding upon said entity in accordance with its terms; and (iii) Licensee is a duly organized and legally existing entity and in good standing in the State. In the event the representations and warranties given in this paragraph are not true in any way, the individual(s) signing on behalf of such entity will be jointly and severally liable for all obligations imposed under this Agreement and for all direct and indirect damages incurred by Licensor resulting from any such misrepresentations.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

LICENSOR:

24 HOUR FITNESS USA, INC., a
California corporation

By: _____

LICENSEE:

Riverside Community College District, a
governmental education body

By: _____

Name: James Buysse
Title: Vice Chancellor, Administration
and Finance

EXHIBIT A

LICENSED AREA

24 HOUR FITNESS

EXHIBIT B



EXHIBIT B

LIABILITY WAIVER AND SIGN-IN SHEET

VOLUNTARY RELEASE, ASSUMPTION OF RISKS

IMPORTANT: This document affects your legal rights - You must read and understand it before signing it.

The use of the Facilities at 24 Hour Fitness and/or your participation in Riverside Community College Physical Education Classes (describe activity) during _____ (dates of semester/quarter) involves the risk of injury to you, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. As such, you understand and voluntarily accept this risk and agree that 24 Hour, its subsidiaries, officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, child, guests, unborn child, or relatives resulting from the negligence of 24 Hour or anyone on 24 Hour's behalf or anyone using the Facilities whether related to exercise or not. Further, you understand and acknowledge that 24 Hour does not manufacture fitness or other equipment at its Facilities, but purchases and/or leases equipment. You understand and acknowledge that 24 Hour is providing recreational services and may not be held liable for defective products. If there is any claim by anyone based on any injury, loss or damage described here, which involves you or your guest, you agree to 1) defend 24 Hour against such claims and pay 24 Hour for all expenses relating to the claim and 2) indemnify 24 Hour for all liabilities to you, your spouse, guests, relatives, or anyone else resulting from such claims.

In addition to the terms above, you represent that you are in good physical condition and have no medical reason or impairment that might prevent you from participating in this event. As such, you acknowledge that 24 Hour Fitness did not give you medical advice before this event, and cannot give you any after the event, related to your physical condition and ability to participate. If you have any health or medical concerns now or after the event, discuss them with your doctor.

By signing this agreement below, you agree to all terms of this Liability Waiver Agreement on behalf of yourself and/or your minor child.

PARTICIPANT'S NAME (PRINT)	IF MINOR, LEGAL GUARDIAN'S NAME (PRINT)	PARTICIPANT'S LEGAL GUARDIAN'S SIGNATURE

LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is dated June 20, 2005, and is made between 24 HOUR FITNESS USA, INC., a California corporation ("LICENSOR") and Riverside Community College District, a governmental education body ("LICENSEE").

15. PREMISES: 275 Teller Street, Suite 100
Corona, CA 92882
16. LICENSED AREA: The Free Weight/Weight Machine area as shown on Exhibit A
17. PERMITTED USE: College Level Fitness classes only
18. HOURS OF OPERATION: Hours to be mutually agreed upon (see Section 9.1)
19. LICENSE FEE: \$40.00/hr
20. SECURITY DEPOSIT: None (see Section 5)
21. PREPAID LICENSE FEE: None
22. COMMENCEMENT DATE: September 1, 2006
23. TERM: 9/1/06 through 8/31/07 except for breaks between semesters/quarters
24. GUARANTOR(S):
25. NOTICE ADDRESSES:

Licensors:	24 Hour Fitness USA, Inc. 275 Teller Street, Suite 100 Corona, CA 92882 Attn: Operations Manager	And to	24 Hour Fitness USA, Inc. 12647 Alcosta Blvd., Suite 500 San Ramon, CA 94583 Attn: Property Management
		With a copy to	24 Hour Fitness USA, Inc. 12647 Alcosta Blvd., Suite 500 San Ramon, CA 94583 Attn: Legal Department

Licensee: Riverside Community College District
Norco Campus
2001 Third Street
Norco, CA 92860
Attn: Jim Kross
Phone: 909-372-7000
Tax ID: _____

LICENSE AGREEMENT STANDARD TERMS AND CONDITIONS

BASIC BUSINESS TERMS

These Basic Business Terms supplement the attached Standard Terms and Conditions of this License Agreement. Should any provision of the Basic Business Terms be found to be inconsistent with the Standard Terms and Conditions of this License Agreement, the provision and/or terms of the Standard Terms and Conditions shall govern.

RECITALS

Licensee's covenants, warranties and representations hereinafter set forth are material inducements to Licensor's entering into this Agreement.

Licensor is the operator of a full-service fitness facility located at the Premises.

Licensee wishes to obtain, and Licensor wishes to grant a license to Licensee to use, the Licensed Area for the Permitted Use.

Licensee warrants and represents that Licensee and its employees (and others engaged by Licensee to provide services at or from the Licensed Area) possess exceptional skills and abilities with respect to services to be provided by Licensee and that Licensee, its employees, and all others engaged by Licensee to provide services at or from the Licensed Area, are duly licensed and certified, if necessary, to carry on such business activity with all applicable city, county and state governments or agencies. All employees and any independent contractors engaged by Licensee to conduct the activities and provide the services contemplated by this Agreement at or from the Licensed Area are referred to collectively in this Agreement as "Service Providers."

Licensee is aware that Licensee and its Service Providers only can provide their services within the Licensed Area, except as expressly provided herein.

NOW THEREFORE, in consideration of the recitals and other good and valuable consideration (the receipt and the adequacy of which is hereby acknowledged), the parties covenant and agree as follows:

26. GRANT AND TERM OF LICENSE

26.1 The term of this Agreement (the "Term") is as set forth above, and commences on the Commencement Date.

26.2 Licensor hereby grants Licensee a revocable, non-exclusive license to use the Licensed Area solely for the Permitted Use and only during the Hours of Operation set forth in Item 4 of the Basic Business Terms.

26.3 This grant of license includes the right of access to the Licensed Area.

26.4 Licensor shall give Licensee reasonable notice of any restriction in the use of any of the Licensed Area.

26.5 This Agreement and Licensee's rights hereunder shall, at all times, be subject to the provisions of, and subordinate to, Licensor's lease for the Premises (the "Master Lease"), which Master Lease gives the landlord thereunder certain approval, termination and other rights. Furthermore, Licensee acknowledges and agrees that any and all approvals and consents to be given by Licensor to Licensee shall be subject to the provisions of the Master Lease. Any provision in the Master Lease requiring the landlord's approval or consent is deemed for purposes of this Agreement as requiring both the landlord's and Licensor's approval or consent. Notwithstanding anything contained herein to the contrary, should the provisions of this Agreement and the Master Lease be inconsistent, the terms and provisions contained in the Master Lease will control. Licensee shall keep confidential all terms and provisions of the Master Lease which Licensor provides Licensee.

26.6 Notwithstanding anything to the contrary, the effectiveness of this Agreement is conditioned on Licensor's obtaining the landlord's approval if Licensor is required to do so under the Master Lease.

27. CONDITION OF LICENSED AREA; IMPROVEMENTS

27.1 Licensee accepts the Licensed Area in its as-is condition, without any warranty, representation or allowance from Licensor with respect to the condition or improvements thereof. Licensee further acknowledges and agrees that Licensor has not made any warranties or representations as to the zoning, licensing or use of the Licensed Area and/or the Premises.

27.2 Licensee shall not perform any construction, alterations or other refurbishment work (including, but in no way limited to, painting and carpeting) within the Licensed Area.

27.3 Notwithstanding Licensor's repair and maintenance obligations under the Master Lease, Licensee shall be solely responsible for all repairs and maintenance within the Licensed Area to the same extent Licensor is obligated to repair and maintain the Premises under the Master Lease.

28. PURPOSE OF LICENSE. This grant of license shall be personal to the original Licensee and shall be limited to the specific use set forth in Item 3 of the Basic Business Terms. In the event Licensor receives complaints about the services provided or activities conducted by Licensee, Licensee agrees to promptly correct and/or stop the actions being complained of or that are otherwise of concern to Licensor.

29. LICENSE FEE

29.1 From and after the Commencement Date, Licensee shall pay to Licensor the License Fee as set forth in the Basic Business Terms in this Agreement. The License Fee shall be due and payable to Licensor in lawful money of the United States, in advance and without set off, abatement or demand. Licensor will invoice the Licensee by the 15th of each month to be paid at the end of each calendar month of the Term. Licensee shall deliver the License Fee, on or before the due date, to Licensor, at the Premises, Attention, Operation's Manager, or such other address as designated in writing by Licensor.

29.2 If the Commencement Date does not occur on the 1st day of a calendar month, a prorated installment of the License Fee based on a per diem calculation shall be paid for the fractional month during which the Term commences.

29.3 Licensor shall have the right to audit Licensee's business records related to Licensee's business activities at the Premises upon three (3) days' prior notice to confirm compliance with the terms of this License and the Master Lease or as may be reasonably required in connection with the maintenance of Licensor's business records.

29.4 Licensee acknowledges that late payment of the License Fee will cause Licensor to incur costs not contemplated by this Agreement with the exact amount of such costs being extremely difficult and impracticable to fix. If any payment of the License Fee is not received by Licensor on the due date for such payment, Licensee shall pay to Licensor an additional ten percent (10%) of the total monthly License Fee or other amounts then payable as a late charge. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Licensor will incur by reason of a late payment by Licensee. Licensor's acceptance of any late charge shall not constitute a waiver of Licensee's default with respect to the overdue amount or prevent Licensor from exercising any other rights and remedies available to it hereunder.

30. SECURITY DEPOSIT Licensor currently does not require a Security Deposit, but reserves the right to do so in the future. If a Security Deposit is required, and if Licensee fails to pay the License Fee or any other charges due under this Agreement, or otherwise defaults under this Agreement, Licensor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Licensor or to reimburse or compensate Licensor for any liability, expense, loss or damage which Licensor may suffer or incur by reason thereof. If Licensor uses or applies all or any portion of said Security Deposit, Licensee shall within ten (10) days after written request thereof deposit monies with Licensor sufficient to restore said Security Deposit to the full amount required by this Agreement. If the License Fee increases during the Term of this Agreement, Licensee shall, upon written request from Licensor, deposit additional monies with Licensor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased License Fee as the initial Security Deposit bore to the initial

License Fee. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Licensee under this Agreement.

31. RELATIONSHIP OF THE PARTIES

31.1 Licensee and its Service Providers shall provide their services at the Premises as independent contractors. This Agreement is not one of employment, but rather is for the retention of the services of Licensee. Accordingly, neither Licensee nor any Service Provider has the power, authority or right to enter into any agreement, written or oral, on behalf of Licensor or undertake any action or incur any expense on behalf of Licensor. Licensor is not liable, nor responsible, nor has Licensor assumed any responsibility or liability, for any loss, injury or damage to Licensee, Licensee's clients, or any other third party, arising from, out of, or in any way related to, the activities conducted or services provided by Licensee and its Service Providers.

31.2 Licensee shall be responsible for all of Licensee's and its Service Provider's taxes (including, but in no way limited to, all withholdings for income and employment taxes required by state and federal law), taxes and assessments attributable to Licensee's furniture, fixtures, equipment, Licensee's insurance (including unemployment insurance) and licensing fees and Licensor shall have no obligation to pay taxes (including, but in no way limited to, all withholdings for income and employment taxes required by state and federal law), taxes and assessments attributable to Licensee's furniture, fixtures, and equipment, Licensee's insurance (including unemployment insurance) and licensing fees of Licensee and its Service Providers. Licensor shall not be liable for the payment of wages (minimum or otherwise), overtime, vacation pay, costs of supplies or equipment to Licensee or to any Service Provider. Licensee acknowledges that Licensor shall not, and will not, provide any Worker's Compensation or related insurance benefits for Licensee, or any Service Provider, and Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all claims arising from or growing out of or in any way connected with Licensee or any of its Service Providers, including without limitation any claims related to the disability or death of its agents or Service Providers, or any tax liability related to Licensee or its Service Providers. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

31.3 Licensee has the right to engage one or more independent contractors to provide the same services and to conduct the same activities as Licensee is permitted to provide under this Agreement within the Licensed Area, provided that at least 10 business days prior to allowing any independent contractor to provide services at or from the Licensed Area, Licensee delivers to Licensor a description of the services to be provided, together with copies of all insurance policies and licenses of such independent contractor relevant to the services to be provided at or from the Licensed Area. If during said 10-day period Licensor objects or raises any concerns about the proposed independent contractor, Licensee will not enter into an agreement with such independent contractor until all concerns are addressed to Licensor's satisfaction. In no event, however, will Licensee permit any independent contractor to conduct any activities or to provide any services at or from the Licensed Area until Licensor receives evidence satisfactory to Licensor that (i) the proposed independent contractor has complied with the insurance provisions set forth in this Agreement; (ii) the proposed independent contractor has all the necessary licenses; (iii) the proposed independent contractor agrees to be bound by the terms of this Agreement (other than the obligation to pay the License Fee); and (iv) the proposed independent contractor agrees in writing to release Licensor from all liability and responsibility including, without limitation, any loss or damage to the independent contractor or his/her property. Licensee shall be liable for the activities of all Service Providers at all times during the Term.

32. INSURANCE

32.1 Licensee's Insurance. Throughout the Term of this Agreement, Licensee shall maintain, and shall require that all Service Providers that are independent contractors maintain, in full force and effect, at Licensee's or such Service Provider's sole cost and expense, one or more policies evidencing the following coverage with respect to the Premises and activities at the Licensed Area (with Licensor and landlord of the Premises named as additional insured(s)): (i) a policy of Commercial General Liability insurance in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00) each occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate; and (ii) a property damage insurance policy covering Licensee's and/or its Service Provider's personal property against all perils within the classification of "special form" coverage (as such term is used in the insurance industry) in an amount of at least full replacement cost thereof. In addition, Licensee shall maintain: Worker's Compensation in an amount sufficient to cover Licensee's employees and agents in an amount equal to the greater of (a) the amount

required by law, or (b) an amount sufficient to cover Licensee's employees and agents; and such other insurance as Licensor deems reasonably necessary from time to time.

32.2 Policy Requirements. Any policy of insurance required of Licensee (and any Service Provider that is an independent contractor): (i) shall be issued by an insurance company licensed to do business in the state where the Premises are located, and rated not less than A-VII in Best's Insurance Guide; (ii) shall be primary insurance and any insurance or self-insurance maintained by Licensor and/or its Service Provider in excess of that required of either party shall not contribute with the insurance required hereunder; (iii) shall in the case of liability insurance, name Licensor and landlord of the Premises as additional insured(s) and include a cross-liability endorsement; and (iv) shall provide that the insurance company issuing the insurance will provide Licensor with at least 30 days' prior written notice of cancellation, amendment, renewal or intent not to renew and (v) shall in the case of the Commercial General Liability insurance, include coverage of Licensee's indemnities set forth in the Agreement. Upon execution of this Agreement and within thirty (30) days before each anniversary date of the Term, Licensee (and each Service Provider that is an independent contractor) shall submit to Licensor a certificate of insurance verifying the existence of the coverage required under this Section 7.

33. RELEASES; VERIFICATION. Prior to providing services to any of Licensee's guest(s) or clients within the Licensed Area (and/or upon the Premises if applicable), Licensee (and each Service Provider): (i) shall obtain a copy of a valid driver's license (or a valid identification card) of each new client and/or guest; (ii) shall verify that the client or guest checked in with Licensor's front-desk staff; and (iii) shall obtain a written acknowledgment and release from each such client or guest, in the form attached as Exhibit B, or in another form and content acceptable to Licensor at its sole discretion. Licensee shall forward copies of each such acknowledgment and release (along with a copy of the individual's valid driver's license or a valid identification card) to Licensor's Operations Manager at the Premises within five (5) days after obtaining any acknowledgment and release.

34. OTHER OBLIGATIONS AND COVENANTS

34.1 Operations. Licensee covenants and agrees that throughout the Term, Licensee shall: (i) conduct its activities and provide its services only during the Hours of Operation; provided, however, in no event shall Licensee and its Service Providers provide their services during hours which Licensor is not open and operating its business, nor shall Licensee or its clients have a right of entry during any hours which Licensor is not open and operating its business, and provided, Licensor shall have the right at anytime, from time to time, to change the Licensee's Hours of Operation at Licensor's sole discretion; (ii) use Licensee's own Service Providers, equipment (except as otherwise specifically stated in this Agreement) and supplies while providing the services contemplated hereunder within the Licensed Area, including without limitation, office equipment and supplies, and equipment and supplies necessary to conduct Licensee's business at the Premises; (iii) employ or otherwise retain only adequately skilled, experienced, and board certified or properly licensed individuals to conduct the activities and to provide the chiropractic services; (iv) be responsible for its own expenses, which may include but are not limited to transportation, parking, telephone services, laundry services, supplies, materials, continuing education, licensing fees, insurance premiums, and taxes; (v) not provide its services to employees of Licensor for work-related injuries within the Licensed Area or Premises; (vi) be fully responsible for the safety of Licensee's clients and guests and its clients' and guests' possessions while providing services at or from the Licensed Area (Licensee acknowledges it has no rights to utilize Licensor's safes or similar items at the Premises, and Licensee agrees to take appropriate steps to minimize loss or damage to the property of Licensee's clients); (vii) observe, and cause all of Licensee's Service Providers, agents and clients to observe, the rules and regulations at the Premises; (viii) not allow any client or Service Provider to use the Licensed Area unless such person is properly attired, as determined by Licensor in its sole discretion; (ix) conduct Licensee's business at the Licensed Area in a professional and responsible manner and not engage in any conduct or activity which may adversely affect Licensor, its business, members, guests or employees; (x) cause its employees, Service Providers and its agents to maintain a clean, neat and well-groomed appearance at all times, subject to Licensor's approval in its sole discretion; (xi) obtain and maintain all required state and local licensing for the Permitted Use and for Licensee's business outside of the Premises, and to promptly notify Licensor of any violations or warnings of violations of any applicable laws by Licensee or its Service Providers; (xii) will not do or permit anything to be done which is contrary to or which violates any provision of the Master Lease; (xiii) fully cooperate with Licensor so that Licensor can fulfill all of its obligations under the Lease, including, without limitation, maintaining adequate sales records and providing all sales records as Licensor may

request during the Term; and (xiv) not provide its services to individuals under the age of 18 and will verify that each client and/or guest is 18 years of age or older.

34.2 BACKGROUND CHECKS REQUIRED OF EMPLOYEES AND INDEPENDENT CONTRACTORS. IN ADDITION TO THE OBLIGATIONS AND COVENANTS SET FORTH IN THIS AGREEMENT, LICENSEE COVENANTS AND AGREES TO PROVIDE WRITTEN CONFIRMATION TO LICENSOR THAT LICENSEE AND ALL LICENSEE'S EMPLOYEES AND INDEPENDENT CONTRACTORS HAVE UNDERGONE CRIMINAL BACKGROUND CHECKS IMMEDIATELY PRIOR TO HIRE BUT IN NO EVENT MORE THAN SIXTY (60) DAYS PRIOR TO THE DATE OF THIS AGREEMENT (AND, IF APPLICABLE, IN THE EVENT OF A RENEWAL OF THE TERM, WITHIN SIXTY (60) DAYS AFTER SUCH RENEWAL), AND THAT EACH EMPLOYEE AND INDEPENDENT CONTRACTOR SATISFIES THE FOLLOWING CRITERIA:

34.3(1) NO RECORD OF A FELONY; AND

2) NO RECORD OF A MISDEMEANOR FOR VIOLATION INVOLVING MINORS, PHYSICAL VIOLENCE, OR POSSESSION OF ILLEGAL SUBSTANCES WITH THE INTENT TO DISTRIBUTE.

34.4 LICENSEE FURTHER WARRANTS AND REPRESENTS THAT SAID BACKGROUND CHECKS ARE IN FULL COMPLIANCE WITH THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA).

34.5 BY INITIALING BELOW, LICENSEE SPECIFICALLY CONFIRMS THAT IT HAS READ AND ACCEPTS THE TERMS AND CONDITIONS OF SECTION 9.2 AND, FURTHERMORE, UNDERSTANDS THAT LICENSEE'S FULFILLMENT OF THE OBLIGATIONS SET FORTH IN SECTION 9.2 IS MATERIAL CONSIDERATION FOR LICENSOR ENTERING INTO THIS AGREEMENT. LICENSEE INITIALS: _____

34.6 Advertisement. During the Term, Licensee shall not advertise its services and/or its products, in any manner whatsoever, within the Premises (or on the exterior of any Premises or common area thereof) except in accordance with the following: (1) one business card holder may be placed at the front desk at the Premises at a location to be designated by the Operations Manager of such Premises; (2) no more than three (3) advertising signs may be posted at any one time and shall be limited to one sign in each of the locker rooms and one sign within the Licensed Area, and each sign shall (i) be professionally prepared and printed, (ii) not exceed 8.5" x 11" in size, (iii) be hung with double-sided tape so that no tape is visible, and (iv) not be placed on counters, restroom mirrors, locker doors or bathroom stalls. Such signs shall be subject to Licensor's prior approval, which Licensor may withhold at its sole discretion and rescind at anytime during the Term. In the event Licensor rescinds its approval and/or Licensee posts a sign in violation of this Agreement, Licensee shall immediately thereafter remove such sign after notice from Licensor (with oral notice given to Licensee or Licensee's employee sufficient for purposes of giving adequate notice under this Agreement) and repair the surface to the condition it was in prior to Licensee's posting of such sign. In the event Licensee or Licensee's employees fail to immediately remove the sign after notice from Licensor, Licensor shall have the right to enter the Licensed Area and to remove such sign(s) and shall not be liable to Licensee for any such action. Notwithstanding anything to the contrary, in no event shall Licensee's advertisements and promotional materials utilize any of Licensor's trade names, logos or other Marks, nor reference any association or co-location with Licensor. Licensee shall place any permitted advertisement or promotional material in a manner which does not interfere with Licensor's business and which does not cause any damage to the surface or structure of the building. Licensee shall be responsible for any damage and repair to the Premises caused by Licensee's placement and/or removal of any such advertisement and/or promotional material on/from the Premises.

35. INDEMNIFICATION. Licensee acknowledges and declares that Licensee will indemnify, protect, defend and hold the Licensor, Licensor's affiliates and subsidiaries, and the directors, officers, employees, agents and representatives of Licensor or of any affiliate or subsidiary of Licensor, harmless from and against any and all obligations, causes of action, claims, costs, damages, penalties, demands, expenses, attorneys' fees, judgments, interest and/ or liabilities of any nature or kind, arising from, out of, or in any way related to Licensee's activities or services at the Premises, including without limitation, activities or services of any Service Provider, activities of

Licensee's guests and/or clients, or for any breach of Licensee's (or any Service Provider's) obligations under the terms of this Agreement. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

36. LICENSEE'S DEFAULT

36.1 At the option of Licensor, a default under this Agreement by Licensee shall exist if any of the following events shall occur (each is called an "Event of Default"):

(a) Licensee fails to pay the License Fee or any other amounts due and payable, within five (5) days after receipt of notice of nonpayment (or within five (5) days of the applicable due date in the event Licensor has already given two (2) notices of nonpayment to Licensee).

(b) Licensee commits a non-curable default.

(c) Licensee fails to observe, keep, perform or cure within ten (10) days after Licensee's receipt of notice of default from Licensor, any of the other terms, covenants, agreements or conditions contained in this Agreement that Licensee is obligated to observe or perform.

36.2 Licensee acknowledges and agrees that in the event Licensee breaches this Agreement, in addition to all rights and remedies available at law or in equity to Licensor, Licensor will have the same rights that are available to a landlord in the event a tenant continues in possession following the expiration of a lease term or otherwise remains in possession wrongfully, including but not limited to all rights to legal proceedings. This is not, however, intended to create a landlord/tenant relationship between Licensor and Licensee.

37. TERMINATION

37.1 Licensor may terminate this Agreement upon the occurrence of any one of the following events: (i) an Event of Default as set forth in Section 11; and (ii) at any time, upon at least 30 days' written notice for any reason.

37.2 Upon the cancellation, expiration or termination of this License, Licensee will return the Licensed Area to Licensor in neat and clean condition and will repair (and replace if necessary) any damage and destruction caused by Licensee.

38. **HOLDOVER.** Licensee has no right to retain possession of the Licensed Area or any part thereof beyond the expiration or termination of this Agreement. In the event that Licensee holds over, the License Fee shall be increased to one hundred fifty percent (150%) of the License Fee applicable during the month immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Licensor to any holding over by Licensee.

39. MISCELLANEOUS

39.1 **Assignment.** Under no circumstances shall Licensee assign, or otherwise transfer, the rights and obligations of Licensee under this Agreement, unless Licensor (in its sole discretion) has provided written consent to such assignment or transfer.

39.2 **Entire Agreement.** This Agreement is the entire agreement between the parties, and supersedes any prior agreements, representations, negotiations, or correspondence between the parties except as expressed herein. All Basic Business Terms, recitals, exhibits, attachments, riders and addenda attached to this Agreement are hereby incorporated into and made a part of this Agreement. All of the terms and provisions of the Master Lease, except as provided herein, or to the extent inconsistent with the terms of this Agreement, are incorporated into and made a part of this Agreement, and the obligations of the tenant under the Master Lease are hereby imposed upon the Licensee hereto with respect to the Licensed Area and the Premises.

39.3 **Amendment.** This Agreement may be amended, modified or supplemented only by a writing signed by all parties.

39.4 **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a

waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

39.5 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

39.6 Governing Law. This Agreement is entered into in and shall be governed by and construed in accordance with the laws of where the Premises are located. The parties hereto agree that any action or proceeding arising out of this Agreement shall be held only within such state, which both parties hereto agree shall be deemed to be, and is, the agreed upon place of performance of this Agreement.

39.7 Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

39.8 Interpretation. Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

39.9 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) when transmitted by telecopier or facsimile device during normal business hours, provided such device is capable of generating a written confirmation of such transmission and receipt and an original is deposited in first class mail within two (2) business days thereafter addressed as set forth below; (c) on the first business day following delivery by an overnight delivery service, provided delivery is confirmed by the delivery service; and (d) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid and return receipt requested, addressed to the parties at the place(s) of notice set forth in Item 11 of the Basic Business Terms. The foregoing to the contrary notwithstanding, to the extent Licensee has a question regarding day-to-day operations at the Licensed Area, the Licensee shall contact the Operations Manager at the Premises. Any party may change its address for notices by giving written notice to the other party in the manner set forth above.

39.10 Time of the Essence. Time is of the essence in this Agreement.

39.11 Effectiveness. This Agreement shall become effective only when signed and delivered by both parties.

39.12 Joint and Several Liability. If Licensee is constituted of more than one person or entity, the obligations imposed on each such person or entity shall be joint and several. If Licensee is a corporation, a partnership (general or limited) or a limited liability company, the individual(s) executing this Agreement on behalf of the corporation or partnership, as the case may be, represents and warrants that: (i) he or she is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with its corporate bylaws, statement of partnership, certificate of limited partnership, or appropriate limited liability company documentation, as the case may be; (ii) this Agreement is binding upon said entity in accordance with its terms; and (iii) Licensee is a duly organized and legally existing entity and in good standing in the State. In the event the representations and warranties given in this paragraph are not true in any way, the individual(s) signing on behalf of such entity will be jointly and severally liable for all obligations imposed under this Agreement and for all direct and indirect damages incurred by Licensor resulting from any such misrepresentations.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

LICENSOR:

24 HOUR FITNESS USA, INC., a
California corporation

By: _____

LICENSEE:

Riverside Community College District, a
governmental education body

By: _____

Name:

Title:

EXHIBIT A

LICENSED AREA

24 HOUR FITNESS

EXHIBIT B



EXHIBIT B

LIABILITY WAIVER AND SIGN-IN SHEET

VOLUNTARY RELEASE, ASSUMPTION OF RISKS

IMPORTANT: This document affects your legal rights - You must read and understand it before signing it.

The use of the Facilities at 24 Hour Fitness and/or your participation in Riverside Community College Physical Education Classes (describe activity) during _____ (dates of semester/quarter) involves the risk of injury to you, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. As such, you understand and voluntarily accept this risk and agree that 24 Hour, its subsidiaries, officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, child, guests, unborn child, or relatives resulting from the negligence of 24 Hour or anyone on 24 Hour's behalf or anyone using the Facilities whether related to exercise or not. Further, you understand and acknowledge that 24 Hour does not manufacture fitness or other equipment at its Facilities, but purchases and/or leases equipment. You understand and acknowledge that 24 Hour is providing recreational services and may not be held liable for defective products. If there is any claim by anyone based on any injury, loss or damage described here, which involves you or your guest, you agree to 1) defend 24 Hour against such claims and pay 24 Hour for all expenses relating to the claim and 2) indemnify 24 Hour for all liabilities to you, your spouse, guests, relatives, or anyone else resulting from such claims.

In addition to the terms above, you represent that you are in good physical condition and have no medical reason or impairment that might prevent you from participating in this event. As such, you acknowledge that 24 Hour Fitness did not give you medical advice before this event, and cannot give you any after the event, related to your physical condition and ability to participate. If you have any health or medical concerns now or after the event, discuss them with your doctor.

By signing this agreement below, you agree to all terms of this Liability Waiver Agreement on behalf of yourself and/or your minor child.

PARTICIPANT'S NAME (PRINT)	IF MINOR, LEGAL GUARDIAN'S NAME (PRINT)	PARTICIPANT'S LEGAL GUARDIAN'S SIGNATURE

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-6

Date: June 20, 2006

Subject: Memorandum of Understanding with Riverside Gateway to College Early College High School

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and Riverside Gateway to College Early College High School to provide staff to operate and assist Riverside Gateway to College Early College High School meet the replication objectives as prescribed by the agreement with Portland Community College. Riverside Gateway to College ECHS will reimburse the District the full cost of salary and benefits for staff. Total payment under this Memorandum of Understanding shall not exceed \$345,475.00 for the period July 1, 2006 through June 30, 2007, and will be invoiced on a quarterly basis. Funding source: No cost to the District.

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

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

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
District Dean, Workforce Development
Michael Wright
Director, Workforce Preparation Grants and Contracts

MEMORANDUM OF UNDERSTANDING (MOU)

This Agreement, made and entered into this _June 21, 2006, by and between RIVERSIDE GATEWAY TO COLLEGE EARLY COLLEGE HIGH SCHOOL, (herein referred to as Gateway to College), and RIVERSIDE COMMUNITY COLLEGE DISTRICT (herein referred to as THE COLLEGE).

WHEREAS, GATEWAY TO COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required, and WHEREAS, THE COLLEGE has the expertise, and experience to perform the duties set out herein. Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: THE COLLEGE shall provide all services as outlined and specified in Exhibit A, consisting of 1 page, attached hereto and by this reference incorporated herein.
2. PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of the GATEWAY TO COLLEGE is limited by and contingent upon the availability of funds for the GATEWAY TO COLLEGE'S expenditures. In the event that the GATEWAY TO COLLEGE is unable to fulfill its obligation, GATEWAY TO COLLEGE shall immediately notify THE COLLEGE in writing, and reimburse THE COLLEGE for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 6 and have no further force.
 - 2.1 This Agreement shall be effective as of July 1, 2006 and continue in effect through June 30, 2007,
3. HOLD HARMLESS – GATEWAY TO COLLEGE: It is understood and agreed that no relationship of employer employee exists between the parties hereto. GATEWAY TO COLLEGE shall not be entitled to any benefits payable to employees of THE COLLEGE, including THE COLLEGE's Workers Compensation Benefits. GATEWAY TO COLLEGE hereby holds THE COLLEGE harmless from any and all claims that may be made against THE COLLEGE upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
4. HOLD HARMLESS – THE COLLEGE: It is understood and agreed that no relationship of employer employee exists between the parties hereto. THE COLLEGE shall not be entitled to any benefits payable to employees of THE COLLEGE, including THE COLLEGE Workers' Compensation Benefits. THE COLLEGE hereby holds GATEWAY TO COLLEGE harmless from any and all claims that may be made against THE COLLEGE based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
5. INDEMNIFICATION:
GATEWAY TO COLLEGE shall indemnify and hold THE COLLEGE, its Trustees, officers, agents, employees and independent contractors, free and harmless from any

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

THE COLLEGE shall defend, indemnify and hold GATEWAY TO COLLEGE, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE COLLEGE, its officers, agents, or employees.

6. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate, and may be terminated for cause by either party by giving five (5) days written notice of intention to terminate.
7. CONFLICT OF INTEREST: THE COLLEGE shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
8. ADMINISTRATION: GATEWAY TO COLLEGE shall administer this Agreement on behalf of the GATEWAY TO COLLEGE.
9. ASSIGNMENT: This Agreement shall not be assigned by THE COLLEGE either in whole or in part, without prior written consent of GATEWAY TO COLLEGE any assignment or purported assignment of this Agreement by THE COLLEGE without the prior written consent of GATEWAY TO COLLEGE will be deemed void and of no force or effect.
10. THE COLLEGE'S SUBCONTRACTS AND SUBAGREEMENTS: THE COLLEGE shall not assign this Agreement nor enter into any Agreement with any other party or transfer any interest or obligation in the Agreement without written consent of GATEWAY TO COLLEGE.
11. NONDISCRIMINATION: THE COLLEGE shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, martial status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act

(commencing with Section 1410 of the Labor Code), and Federal Civil Rights Act of 1962) (P.L. 88-352).

12. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
13. LICENSE AND CERTIFICATION: THE COLLEGE verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A.
14. CONFIDENTIALITY: GATEWAY TO COLLEGE and THE COLLEGE shall observe all Federal and State regulations concerning confidentiality of records.
15. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by THE COLLEGE under this Agreement become the property of the GATEWAY TO COLLEGE. The GATEWAY TO COLLEGE reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public by THE COLLEGE.
16. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.
17. WAIVER: Any waiver by GATEWAY TO COLLEGE of any breach 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 thereof. Failure on the part of the GATEWAY TO COLLEGE 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 stopping GATEWAY TO COLLEGE from enforcement hereof.
18. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
 1. THE COLLEGE certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the recipient agency is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.
19. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990(Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, THE COLLEGE certifies that it will

continue to provide a drug-free workplace. The Authorized Representative, in signing this document, certifies that they have read and are in compliance with all terms and conditions required for certification.

- 20. **SEVERABILITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. This agreement does not interfere with THE COLLEGE from hiring its own personnel to perform any function identified in the scope of work outlined in Exhibit A. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
- 22. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

GATEWAY TO COLLEGE

By: James Buysse, Vice Chancellor
Administration and Finance

By: _____

DATED: _____

DATED: _____

EXHIBIT A

Scope of Work

It is agreed that THE COLLEGE will provide personnel to operate GATEWAY TO COLLEGE. The following staff assignments will be provided by THE COLLEGE to meet the replication objectives as prescribed by the agreement between THE COLLEGE and Portland Community College:

Project Director (Principal)
Student Resource Specialist
Secretary
Accounting Clerk

GATEWAY TO COLLEGE will reimburse THE COLLEGE the cost of salary and benefits for the specified staff assigned to GATEWAY TO COLLEGE ECHS. Total payment under this Agreement shall not exceed \$345,475.00 for the period July 1, 2006 through June 30, 2007. THE COLLEGE will ensure that all assigned personnel will track and record their paid time on an ongoing basis using standardized Paid Performance Reports supplied by GATEWAY TO COLLEGE ECHS.

THE COLLEGE will invoice GATEWAY TO COLLEGE ECHS on a quarterly basis for the time worked by assigned personnel.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-7

Date: June 20, 2006

Subject: Agreement with Riverside County Department of Public Social Services

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Riverside County Department of Public Social Services (DPSS), for Independent Living Skills/Emancipation Services for youth who are or were wards or dependents of the Juvenile Court and in out-of-home care in Riverside County. The District will provide workshops and supportive services to youth aged 16-21 based on their individual needs and goals as documented in each youth's Transitional Independent Living Plan (TILP). For providing these services, the District will be paid \$3,300,000.00. The term of this agreement is July 1, 2006 through June 30, 2009. Funding source: No cost to the District

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve this agreement, from July 1, 2006 through June 30, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
District Dean, Workforce Development
Michael Wright
Director, Workforce Preparation Grants and Contracts

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES CONTRACT: CP 1922 00 06/09

CONTRACTOR: RIVERSIDE COMMUNITY COLLEGE DISTRICT

CONTRACT TERM: JULY 1, 2006 THROUGH JUNE 30, 2009

MAXIMUM REIMBURSABLE AMOUNT: \$3,300,000

WHEREAS, Department of Public Social Services, hereinafter referred to as DPSS, requires Independent Living Skills/Emancipation services for youth who are or were wards or dependents of the Juvenile Court and in out-of-home care in Riverside County;

WHEREAS, RIVERSIDE COMMUNITY COLLEGE DISTRICT is qualified to provide Independent Living Skills/Emancipation services to Riverside County youth; and

WHEREAS, DPSS desires RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the Contractor, to perform these services in accordance with the CONTRACT TERMS and CONDITIONS (CT&C), attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DPSS and the Contractor.

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained in this Agreement.

Authorized Signature for Purchasing:	Authorized Signature for Contractor:
Printed Name of Person Signing:	Printed Name of Person Signing:
Bob Buster	James Buysse
Title: Chairman, Board of Supervisors	Title: Vice Chancellor, Administration and Finance
Address: 4080 Lemon Street Riverside, CA 92501	Address: 4800 Magnolia Avenue Riverside, CA 92506
Date:	Date:

RIVERSIDE COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES CONTRACT

FOR

INDEPENDENT LIVING SKILLS/EMANCIPATION

SERVICES

TERMS AND CONDITIONS

Table of Contents

- I. ABBREVIATIONS/DEFINITIONS
- II. DPSS RESPONSIBILITIES
- III. DOP RESPONSIBILITIES
- IV. JOINT RESPONSIBILITIES
- V. CONTRACTOR RESPONSIBILITIES
- VI. FISCAL PROVISIONS
 - A. MAXIMUM AMOUNT
 - B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS
 - C. LINE ITEM BUDGET
 - D. FINANCIAL RESOURCES
 - E. RECORDS, INSPECTIONS, AND AUDITS
 - F. SUPPLANTATION
 - G. DISALLOWANCE
 - H. AVAILABILITY OF FUNDS
 - I. EQUIPMENT
- VII. GENERAL PROVISIONS
 - A. EFFECTIVE PERIOD
 - B. INDEPENDENT CAPACITY
 - C. CONFLICT OF INTEREST
 - D. LICENSES AND PERMITS
 - E. CONFIDENTIALITY
 - F. CHILD ABUSE REPORTING
 - G. ELDER AND DEPENDENT ADULT ABUSE REPORTING
 - H. REPORTING
 - I. NOTICES
 - J. INSURANCE
 - K. HOLD HARMLESS/INDEMNIFICATION
 - L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
 - M. ASSIGNMENT
 - N. SUBCONTRACT FOR SERVICES
 - O. DISPUTES
 - P. TERMINATION
 - Q. NON-DISCRIMINATION ASSURANCE

- R. CIVIL RIGHTS NON-DISCRIMINATION
- S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES
- T. SANCTIONS
- U. GOVERNING LAW
- V. MODIFICATION OF TERMS
- W. ENTIRE AGREEMENT

LIST OF EXHIBITS

- Exhibit A – DPSS ILP Referral Forms
- Exhibit B – Seminar/Workshop/Event Sign-In Sheet
- Exhibit C – DPSS Form 2076A
- Exhibit D – DPSS Form 2076B
- Exhibit E – Line Item Budget
- Exhibit F – Vendor Assurance of Compliance Form

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, Children Services Division.
- B. "DOP" refers to the Riverside County Department of Probation, Juvenile Division.
- C. "EC" refers to the Emancipation Coach.
- D. "Referral" is made by DPSS or DOP. Determination of which services are provided is made after the referral is received.
- E. "Seminars" are defined as informal discussion groups to present and discuss information on specific topics (i.e. FAFSA, Parenting, independence difficulties) which support youth self-sufficiency and prepare them for emancipation.
- F. "Workshops" are defined as brief, intensive educational programs for youth, which emphasize participation in problem solving.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS Children Services Program staff to collaborate with the Contractor.
- B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
- C. Refer youth to be served, and will provide case management functions as required by California Department of Social Services (CDSS) regulations.
- D. Complete an assessment and Transitional Independent Living Plan (TILP) for each pre-emancipated youth, identifying needed skills and knowledge, and provide ongoing case management.
- E. When referring a youth to the Contractor, DPSS will provide the Contractor a completed Referral Form, attached hereto as Exhibit A, and incorporated herein this reference; TILP, and a copy of the Youth's assessment.
- F. In collaboration with the Contractor and other stakeholders, schedule the Youth Emancipation Conference (YEC).

III. DOP RESPONSIBILITIES

DOP will:

- A. Assign a staff member as liaison between DPSS and the Contractor.
- B. Refer youth to be served, and will provide case management functions.
- C. Complete a Transitional Independent Living Plan (TILP) for each pre-emancipated youth, identifying needed skills and knowledge, and provide ongoing case management.

IV. JOINT RESPONSIBILITIES

DPSS, DOP, and the Contractor shall:

- A. Meet quarterly, or more frequently as needed, to monitor the implementation and performance of this agreement and to provide assistance as needed.
- B. Provide services that are youth-focused, strength-based, and affirming, which result in a healthy, self-sufficient young adult.
- C. Identify, refer, and accept all youth for services. Services shall address contemporary needs, be relevant and consistent with each youth's Transitional Independent Living Plan (TILP).
- D. Facilitate a streamlined referral process and enhance communication between county staff and all collaborative partners.
- E. Maximize opportunities to provide integrated, coordinated, and easily accessible services and resources for youth.
- F. During Joint Operational Meetings review the annual and quarterly program reports required under this agreement and ensure that services provided are timely and consistent with established Transitional Independent Living Plans.

V. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Identify a single point of contact to collaborate with DPSS ILP management.
- B. Will make services available to all ILP eligible youth the following services:
 - 1. Independent Living Skills: Seven Core Competencies

The Contractor will make available to youth the seven core competencies as identified by individual needs and goals documented in each youth's Transitional Independent Living Plan. These competencies include, but are not limited to:

- Education
 - Career development
 - Assistance in obtaining services that promote health, and safety skills
 - Daily living skills
 - Financial resources
 - Housing information
 - Mentoring:
2. Implement methods that increase youth's interest and participation in ILP services.
 3. Provide EC services in English and in Spanish, as needed.
 4. Develop a case file or case record for each youth referred. All services received by each youth will be documented in the youth's case file.
 5. Collaborate with community partners, private agencies, other caregivers, and stakeholders to make available comprehensive emancipation services to all referred youth.
 6. The Contractor will provide an overview of ILP services available to Foster Youth and work collaboratively with group home staff and other caregivers to elicit the youth's participation.
 7. Confirm that all employees or individuals providing service under this agreement pass a criminal background clearance. Individuals with criminal convictions may only be exempted by joint consultation with DPSS.
 8. Employ ECs who meet the following educational requirements: Bachelors degree in sociology, social work, or a related field, and one (1) to two (2) years experience desirable in the human services field. Must possess a basic understanding of adolescent and child abuse issues, and be a minimum age of twenty-one (21).
 9. Ensure that Emancipation Coaches are available to offer required services to youth living in the Desert, Mid-County, and Western regions of Riverside County and capable of providing routine face-to-face contact.
 10. Emancipation Coaches must receive a minimum of one (1) hour of supervision per week and keep abreast of current best practices in child abuse and adolescent issues and other topics related to youth emancipation through conferences and seminars.

11. The Contractor shall make all reasonable efforts to contact each referred youth living in Riverside and San Bernardino counties within ten (10) working days of the DPSS referral date to set an appointment for and intake interview.
12. The Contractor shall develop a procedure for scheduling all activities and maintaining accurate records of all services provided.
13. Establish a consistent, fair, and equitable process for issuing cash incentives to youth.
14. Establish a consistent, fair, and equitable process for issuing youth payments for specific direct service or commodity purchases.
15. The Contractor will maintain a saving account for each youth. Monetary incentives shall be directly deposited into each youth's ILP savings account. Final incentives will be given to the youth at the time of their emancipation.
16. Create an annual master training calendar for each site and provide this calendar to DPSS, DOP, group homes, and foster parents who have ILP youth. This calendar shall be distributed annually and shall be distributed to youth when they enter the program.
17. Create a quarterly newsletter, which contains information and resources useful to ILP youth working towards emancipation and independent living. The newsletter shall be used to inform and promote the ILP program and events and provide links to valuable community resources. This newsletter shall be distributed to all youth, caregivers, to DPSS and DOP, and selected community partners.
18. Coordinate the transportation of youth to EC coaching sessions, seminars, workshops, and major events as necessary by issuing bus passes or bus tickets to after-care youth or other youth as designated by DPSS.
19. The Contractor shall maintain an ILP resource directory and emancipation binder, which contains community resources and links of value to youth. The resource manual will be updated at least once per year and distributed to DPSS social workers and DOP probation officers who serve ILP youth, and ILP youth.
20. Establish written procedures for reporting all special incidents that occur during the performance of duties involving the Contractor or their designated staff, ILP youth, or that occur on the Contractor's property or during a Contractor sponsored event. Special incidents include but are not limited to matters involving personal safety, emotional distress, inappropriate staff or participant behavior, alcohol or substance abuse, etc. Special incident reports will be submitted within 72 hours after the incident occurred directly to the DPSS Regional Manager assigned oversight of the ILP Program.

21. Establish written procedures and instruct staff how to recognize and report child abuse and neglect consistent with Section 11165 of the California Penal Code.
22. Implement a system designed to allow youth the opportunity to express and have considered their views, grievances, and complaints regarding the Contractor's service delivery. Inform DPSS on the status of each complaint forwarded within two working days of receipt.
23. Actively work to secure employment opportunities for and train youth to obtain and maintain jobs, and whenever possible employ emancipated youth, and develop and implement apprenticeship programs with other suitable employers.
24. The Contractor shall provide assistance, resources, and/or refer youth, as needed, to the following individual services:
 - Parenting classes;
 - Specialized services to pregnant and/or parenting youth;
 - Specialized services to those who are developmentally challenged;
 - Practical needs such as clothing, food, housing, and transportation after emancipation;
 - Employment; includes job search preparation, job search, job acquisition;
 - Education; includes development and implementation of a post-emancipation educational or vocational plan; completion and submission of admission materials;
 - Financial aid; includes the completion and submission of financial aid applications;
 - Health and mental health services;
 - Legal services;

ECs will collaborate with and/or make referrals to other agencies, which provide services, as identified in the approved case plan.

25. Seminars, Workshops, and Event Planning

The Contractor shall verify that the youth has obtained Medi-Cal benefits, social security card, a California ID, and original birth certificate prior to their emancipation from the foster care system. The Contractor will assist youths with getting these items if the youth do not have them. .

- a. The Contractor shall offer regularly scheduled workshops accessible to youth living in the Desert, Mid-County, and Western regions of Riverside County. Workshops should be provided in the evenings and/or on Saturdays to facilitate youth access. A sufficient number of Life skills workshops shall be offered so that no youth will wait more than forty-five (45) days after being referred to the Contractor to receive this service:

- (1) Be scheduled for maximum effect. For example, high school seniors who are plan on attending vocational school or college need assistance in applying for educational financial aid; a workshop which includes the completion of financial aid applications should be held a minimum of sixty (60) days prior to the date for submitting these forms.
 - (2) Accommodate youth who have self-identified as having learning disabilities or who are developmentally delayed. Such youth shall be accommodated to maximize their learning and participation.
 - (3) Address specific administrative requirements for Youth Employment
- b. The Contractor will provide a series of workshops in Blythe to facilitate youth access in the community.
 - c. Submit written subject content, learning objectives, and a participant evaluation process for each major event for DPSS review and approval prior to the actual event.
 - d. Seminars and workshops are to be no more than three (3) hours in length. There must be one adult staff person for every 10 youth in attendance.
 - e. The Contractor shall have each youth attending the seminar, workshop, or event sign-in on the Seminar/Workshop/Event Sign-In Sheet, attached hereto as Exhibit B, and incorporated herein this reference.
 - f. Seminars and workshops may include presentations of introductory topics to more than thirty-six (36) participants if the experiential, learning, and discussion breakout phases are limited to thirty-six (36) youth.
 - g. Topics for Life Skills workshops or special events shall include, but are not limited to:
 - Computer/Internet Skills
 - Interpersonal/Social Skills
 - Consumer Education
 - Educational Enhancement
 - Employment
 - Money Management, Including Credit Management
 - Pregnancy Prevention
 - College/Scholarship Information
 - Cultural Awareness
 - Nutrition
 - Self-Esteem/Personal Growth
 - Income Tax Responsibilities
 - Auto/Health Insurance

Cultural Awareness
Daily Living Skills
Survival Skills
Choices and Consequences
Housing Issues and Concerns
Community Resources
Housekeeping Concerns

- h. The Contractor shall plan the logistics, notify participants, create and mail invitations and flyers, and acquire the venues needed for seminars, workshops, and major events.
- i. Secure speakers and trainers for all seminars, workshops, major and special events who are motivated and well versed in the contemporary challenges faced by youth.
- j. Encourage the collaboration of the California Youth Connection (CYC), Riverside Chapter, in the planning of events, seminars, workshops, major and special events.
- k. Provide an evening meal for youth attending workshops, seminars and special events occurring during the evening hours; breakfast and/or lunch for youth attending half-day or all-day events.
- l. RCC will conduct three (3) major events during each contract year:

Emancipation Event

The Contractor shall coordinate an Emancipation Event once a year during the month of May to recognize all Riverside County ILP youth who will emancipate that year. The purpose of the event is to acknowledge their emancipation and to encourage them in achieving their personal goals. The event shall involve a reception and ceremony. DPSS and DOP shall provide a list of youth eligible to attend. Youth, caretakers, mentors, and county personnel shall be invited.

Education Event

The Contractor shall coordinate an Education Event once a year. The purpose of this event is to help youth understand the value and how to access vocational or college education. The one-day event shall involve a series of brief classes on financial aid, college options, preparation for college, and other issues relating to continuing education. DPSS and DOP shall provide a list of youth eligible to attend

Employment Event

The Contractor shall coordinate an Employment Event once a year. The purpose of this event is to help youth understand job preparation and job searching skills. This one-day event shall involve a series of brief classes on resume writing,

applications, and other job skills. DPSS and DOP shall provide a list of youth eligible to attend.

26. The Contractor will provide youth with wallet-size reference cards with key resources and telephone numbers, including the contact information of their assigned EC.

27. Emancipation Coaches

- a. The goal of the Emancipation Coaches (EC) is to provide a consistent, safe adult mentoring relationship easily accessible to each youth. In the context of this mentoring relationship ECs will motivate youth; guide, direct, and teach youth; support and advocate for youth; coordinate, arrange or purchase needed services or commodities for that youth; participate in each youth's Emancipation Conference; and continually evaluate the effectiveness of each youth's emancipation plan. This is a long-term supportive relationship which begins prior to the youth's emancipation and continues until they reach their 21st birthday.
- b. The EC will mentor youth on subjects that are appropriate for their situation and may include but are not limited to the following topics:
 - Daily Living Skills;
 - Survival Skills;
 - Facilitate the understanding of family-of-origin relationships
 - Values Clarification
 - Choices and Consequences
 - Pregnancy Prevention
 - Housing Issues and Concerns
 - Transportation
 - Entertainment and Recreation
 - Community Resources
 - Housekeeping Concerns
 - Food Management
 - Food Bank, Shelter Resources, and Housing Information
- c. ECs shall be accessible to youth from their office or while in the field and will inform youth of their hours of availability.
- d. The EC shall provide direct assistance and advocacy relating to education, financial aid, medical services, housing, and transportation needs.
- e. The EC will establish an ILP bank account for each youth; financial incentives are to be deposited into this account, which will be turned over to the youth at the time of their emancipation.

- f. Provide youth with wallet-size reference cards with key resources and telephone numbers, including the contact information and telephone number of their EC.
28. Youth in Pre-Emancipation Status
- a. For youth in pre-emancipation status who live in Riverside or San Bernardino County, the Contractor will provide face-to-face coaching interactions in which there is one (1) EC to one (1) youth. There will be two (2) face-to-face contacts for each 90-day period. For youth living outside of Riverside or San Bernardino counties, telephone contact between the EC and the youth may be substituted for face-to-face contact,
 - b. ECs shall make all reasonable effort to contact each youth within ten working days of the DPSS referral date to set an appointment for an intake interview.
 - c. Consistent with AB 408, EC's shall work with youth in identifying and linking a significant adult relationship for each youth prior to emancipation.
 - d. ECs shall assist youth in obtaining Medi-Cal benefits, social security card, CA ID, and original birth certificates, prior to their emancipation from the foster care system.
 - e. If appropriate, prior to their eighteenth (18th) birthday, the EC shall provide each youth with information necessary to obtain Adult Mental Health Services.
 - f. The EC shall discuss the housing needs of each youth four months prior to their exit from out-of-home care.
 - g. ECs shall contact the assigned DPSS social worker or DOP ILP coordinator by telephone or email at least once per month to review the emancipation progress and concerns of each youth. Contact may be more frequent depending on the needs and circumstances of that youth.
29. Youth Emancipation Conferences
- a. The Contractor shall collaborate with the assigned DPSS social worker or DOP ILP Coordinator to schedule a Youth Emancipation Conference (YEC) for each eligible youth 17 to 17.5 years old residing in Riverside or San Bernardino County. The objective of the YEC is to evaluate and plan each eligible youth's readiness for emancipation. The YEC is a youth-centered, strength-based process, which brings together and includes significant people identified by the youth as belonging to their support system.
 - b. The YEC must include the youth, the Contractor, DPSS social worker or DOP probation officer when appropriate, and the youth's court appointed special advocate (CASA) if available.

- c. Each YEC has four major components:
 - (1) Review, evaluate, and/or update the current Transitional Independent Living Plan (TILP); review and discuss individual goals, strengths, and areas of needed assistance;
 - (2) Develop and implement strategies, which support each youth in achieving their TILP goals;
 - (3) Confirm or assist in establishing a significant, life-long adult relationship for that youth which will continue with them after emancipation; and
 - (4) Verify that youth has obtained a Medi-Cal, SSN card, California driver's license or identification, and original birth certificate. Additionally, verify that youth as resources to replace documents in the event they are lost.
- d. Youth Emancipation Conferences may occur at RCC, DPSS, DOP, or other locations, which facilitates that youth's and adult supporter's access and participation. A second, or follow-up Youth Emancipation Conference may be scheduled 6 months prior to the youth's emancipation to assess the youth's final needs and status for emancipation.

30. Youth in Post-Emancipation Status

- a. For youth in post-emancipation status who live in Riverside or San Bernardino County, the Contractor will provide face-to-face coaching interactions in which there is one (1) EC to one (1) youth. There will be two (2) face-to-face contacts for each 90-day period. For youth living outside of Riverside or San Bernardino counties, telephone contact between the EC and the youth may be substituted for face-to-face contact.
- b. For eligible after-care youth not living in Riverside County, the Contractor will offer incentives and assistance for helping youth achieve their post-emancipation goals.
- c. Contractor shall conduct an assessment of independent living skills using an assessment tool approved by the California Department of Public Social Services as reflected in policy section 31-236 (56)(A). Examples of approved assessment tools include: Daniel Memorial Institute Independent Living Assessment for Life Skills, Ansel-Casey Skills Assessment, Philip Roy Life Skills Curriculum, or the Community College Foundation Life Skills Assessment Pre and Post

Questionnaires. This assessment shall be used to determine the nature and level of services to be provided to each youth and shall include:

- Documentation Status
- Educational Status
- Vocational Status
- Financial Status
- Employment Status
- Assessment of independent living skills by using the Daniel Memorial (modified version) to each youth.

On an as-needed basis the EC shall administer the following assessments:

- Vocational Assessments
 - Educational Assessments
 - Psychological Assessments
 - Gang Assessments
- d. The EC will create, develop, or revise the TILP to address the post-emancipation needs of that youth. Each TILP must have time-limited goals to equip the young adult with the skills and resources necessary for self-sufficiency prior to their 21st birthday. The EC shall review, reassess, and revise the TILP every six months so that the needs of the young adult are best served.
- e. Provide emergency shelter, food, and clothing to youth that are experiencing a personal crisis. The EC will provide these resources within 24 hours of request. RCC shall establish a plan for addressing the emergency needs of a minimum of ten youth at any given time.
- f. ECs shall provide linkage to and develop resources for mental health and health resources for emancipated youth. EC's shall refer youth with special health and mental health care needs, including mental illness, chronic health needs, and assistance with medications to the appropriate provider for services.
- g. For those youth who did not plan to attend a vocational school, community college, university or receive military training, ECs shall re-assess interest in pursuing post-secondary education within 90 days of emancipation. The EC shall provide in-depth information to the youth on at least 10 vocational training options within 180 days of emancipation.
- h. Assist youth in applying for educational and/or vocational financial aid, entrance to post-secondary educational and training institutions, and employment.

31. Incentive Management

- a. Youth participating in this program are eligible to receive cash incentives for

participation in major events and payment for certain expenses. Incentives and payments are to be submitted, approved, and paid through a process established by the Contractor. The Contractor may provide funds to youth for:

- Bus passes.
- Housing rental deposits and fees.
- Housing utility deposits and fees.
- Work-related equipment and supplies.
- Training-related equipment and supplies.
- Education-related equipment and supplies.

Examples include:

Emergency food, clothing, shelter.
Emergency transportation costs
Uniforms, work tools, first year union dues
Limited tuition and educational expenses
Tutorial expenses
Crisis counseling
College or vocational textbooks
School and/or application fees
Driver's training
Reimbursement for California ID or Driver's License

- b. The Contractor will use the allocation received under this agreement to pay the following expenses:
 - Annual California Youth Connection conference fees (10 youth & 2 adult supporters)
 - Motel and transportation associated with California Youth Connection conferences
 - Monthly California Youth Connection state meetings
 - Food for local California Youth Connection meetings (twice per month).
- c. Incentives provided to Emancipated Youths under the Emancipated Youth Stipend (EYS) budget category must clearly be tied a specific Emancipated Youth and claimed under the Emancipated Youth Stipend budget category.

32. Data Collection Requirements

- a. The Contractor shall ensure that all data collection practices preserve client confidentiality.
- b. Within 90 days of the start of this agreement, RCC shall implement a data collection process, which will support the Annual ILP Statistical Report and the Annual ILP Narrative Text Reports.

33. Outcome Measures

DPSS and the Contractor will work in collaboration to develop outcome measures, which will best meet the needs of youth.

34. Quality Assurance

DPSS shall meet periodically with the Contractor to review and evaluate a random selection of ILP case records. The review shall include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases to be reviewed shall be randomly selected by DPSS.

DPSS shall meet periodically to select youth at random to conduct a telephone customer satisfaction survey. The format of the survey will be cooperatively developed with RCC, DPSS, and DOP. Results of the survey, when available, will be discussed at the Joint Operational Meetings.

VI. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payments under this Agreement shall not exceed \$3,300,000. The maximum amount for fiscal year 2006/07 is \$1,100,000. The maximum amount for fiscal year 2007/08 is \$1,100,000, and the maximum amount for fiscal year 2008/09 is \$1,100,000.

B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The initial claiming period shall include the period beginning July 1, 2006, through July 31, 2006. All other claims shall be submitted no later than thirty (30) days after the claiming period (calendar month) in which the services were provided. DPSS may reject late claims. These claims shall be processed within twenty (20) calendar days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment. The Contractor shall utilize DPSS Forms 2076A and 2076B, "Contractor Payment Request," attached hereto and incorporated herein in Exhibit C and Exhibit D respectively.
2. The Contractor shall submit all claims for payment and supporting documents that correspond to the Line Item Budget, Exhibit E, for the claiming period. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the report or receipts are received by DPSS. Instructions for and copies of the required billings are contained in Exhibit B and Exhibit C, respectively.

3. The Contractor will submit an estimated claim for the month of June to be received by DPSS no later than June 7, 2007, in order to capture that month's payment in that fiscal year. Actual billing for June shall be submitted no later than July 30, reimbursing DPSS for any overpayment for that month, or requesting payment of the under-billed amount. All claims related to the contract will be submitted within thirty (30) calendar days of the end of this Agreement. Any claim submitted after this will not be paid by DPSS.
4. Emancipated Youth Stipends (EYS) claimed must be for services provided to Emancipated Youth. Incentives claimed under the EYS Incentives budget line item for emancipated youth must be for a specific youth.
5. No payment will be made to the Contractor during periods in which the Contractor has ceased operations or has discontinued services agreed upon in the contract.

C. LINE ITEM BUDGET

DPSS will pay the Contractor for services performed under this Agreement according to the Line Item Budget in Exhibit E, attached hereto and incorporated herein by this reference.

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, parent, or subsidiary business entities, resulting in a negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, state, and federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise

evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending DPSS, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.

F. SUPPLANTATION

The Contractor shall not claim reimbursement or apply sums received for this Agreement with any other source of revenue.

G. DISALLOWANCE

In the event the Contractor receives a payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

H. AVAILABILITY OF FUNDS

DPSS' obligation for payment under this Agreement is contingent upon availability of funds from which payment can be made.

I. EQUIPMENT

1. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or that is furnished to Contractor and has a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the

State of California. If the capital equipment is used for, activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State Department of Social Services [DSS]). The Contractor further agrees to the following:

- a. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
 - b. To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and
 - c. To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.
2. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which the Contractor incurs if prior approval has not been obtained from DPSS.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective for the period of July 1, 2006 through June 30, 2009.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this

Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

The Contractor agrees to inform DPSS of all of the Contractor's interests, which are, or the Contractor believes to be, incompatible with any interests of DPSS.

D. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this state and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

E. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records pertaining to Welfare and Institutions Code, Section 10850, and DSS Manual of Policies and Procedures, Division 19 regulations and comply with all other statutory laws and regulations relating to privacy and confidentiality.

F. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

G. ELDER AND DEPENDENT ADULT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & 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.

H. REPORTING

The Contractor will provide the following reports to:

1. The Contractor shall prepare and submit to DPSS the Annual ILP Statistical Report and the Annual ILP Narrative Text Report four weeks prior to the required submission dates to the State of California.
2. Within 90 days of the start of this agreement, RCC and DPSS will cooperatively develop and implement a quarterly YOUTH SERVICES REPORT format. Report elements include but may not be limited to:
 - Youth's name
 - Youth's social security number
 - Youth's date of birth
 - Youth's county of jurisdiction
 - Agency (DPSS or DOP)
 - Name of Youth's EC
 - Number of EC face-to-face contacts with that youth
 - Date of last TILP
 - Date of last Youth Emancipation Conference
 - Anticipated Date of Emancipation
 - Emancipation Date
 - Date of next court hearing
 - Itemized listing of services (reimbursements, incentives, etc.) provided to that youth during the reporting period
3. Within 90 days of the start of this agreement, RCC and DPSS will cooperatively develop and implement a format and process for the Quarterly Training and Special Events Report, to report the frequency, nature, and quality of each youth's participation in seminars, workshops, major and special events. Report elements include but not are limited to youth's:
 - Name
 - Social Security Number
 - Date of birth
 - Listing of each youth's participation in all seminars, workshops, major and special events that identify the event by name and date of participation for that reporting period
 - Evaluation of participation in the program
 - Incentives received
4. Develop and submit written subject content, learning objectives and a participant evaluation process for each major or special event to DPSS for review and approval prior to the actual event.

The Contractor shall have the capability to produce statistical and/or ad hoc reports on request.

All reports will be submitted electronically and be compatible with MS Excel, MS Access, or MS Word applications. The Contractor shall have the ability to provide program data upon request in a form, which will import into MS Excel or MS Access.

Data submitted to DPSS may be published or reported in public forums, at seminars, or other public events; included in written reports; posted for public review; or submitted for publication. All data will be reported in aggregate and clients will not be individually identified.

I. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, California 92503

CONTRACTOR: Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

J. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, Contractor shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including

Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured for liability arising out of the services of the Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in anyway relating to this Agreement. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If Contractor's vehicles or mobile equipment is used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond

- which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect.
 4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
 6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

K. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the

"COUNTY'S Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and Contractor shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the COUNTY'S Indemnified Parties in any claim or action based upon such liability.

DPSS shall indemnify and hold harmless the Contractor, its officers, employees, subcontractors, agents or representatives (the "Contractor's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement and DPSS shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Contractor's Indemnified Parties in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(909) 358-3030

M. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS.

N. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

O. DISPUTES

Except as otherwise provided in this Agreement, any dispute between the parties as to performance of the work, the interpretation of this Agreement, payment or nonpayment for work performed, or for disputes on whether or not the Contractor is in default, the parties shall attempt to resolve the dispute by mediation or other means. If the Contractor has not been previously terminated by DPSS; then pending resolution of the dispute, the Contractor agrees to continue to work diligently to completion, and DPSS agrees to make payments as called for herein, except that DPSS may withhold only those funds which are in dispute.

P. TERMINATION

Either party may terminate this Agreement without cause by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payment for all services performed up to the date that written notice was given in a prorated amount.

DPSS may terminate this Agreement with cause by giving five (5) days written notification to the Contractor should the Contractor fail to perform the covenants of this Agreement in the time and manner specified. In the event of such termination, DPSS may proceed with the work in any manner deemed proper by DPSS. Notice shall be deemed served on the date of mailing.

Q. NON-DISCRIMINATION ASSURANCE

The Contractor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, age or sex in the performance of this agreement, and, to the extent they shall apply with the provisions of the California Fair Employment Practices Act commencing with Section 1410 of the Labor Code, and the Federal Civil Rights Act of 1064 (P.L. 88-352).

R. CIVIL RIGHTS NON-DISCRIMINATION

The Contractor shall complete the Vendor Assurance of Compliance with the Riverside Welfare Department Nondiscrimination in State and Federally Assisted Programs form, attached hereto as Exhibit E and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are nondiscriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS which are equally applicable and made binding upon the Contractor as though made with the Contractor directly. The Contractor shall comply with Section 11320 of the Welfare and Institutions Code as added by AB 2580 (Chapter 1025, Statutes of 1985).

T. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements or conditions of this Agreement including, but not limited to reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take any other remedies available at law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, the reimbursement of which shall not be entitled to later recovery; and/or
3. Withhold funds pending curing of the breach; and/or
4. Offset against any monies billed by the Contractor but unpaid by DPSS. DPSS and/or the CDSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

U. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

V. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, 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 Agreement which is formally approved and executed by both parties.

W. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

In-Care Referral EXHIBIT A

Date Prepared:

Youth Information:			
Name:		Ethnicity:	
Address:		Telephone:	
DOB:		SSN:	
Caregiver Name:			
<input type="checkbox"/> DPSS	<input type="checkbox"/> Probation	<input type="checkbox"/> Kin-Gap	<input type="checkbox"/> Out-of-County, if yes county of Jurisdiction
<i>Note:</i> Out-of-County youth are youth who are dependents in a jurisdiction other than Riverside but are placed in Riverside. Kin-Gap youth are youth no longer dependents of Riverside County and are in legal guardianship with a relative.			

Social Worker/Probation Officer's Information:	
ILP Social Worker/Probation Officer:	Telephone:
Social Worker:	Telephone:
Probation Officer:	Telephone:

Employment/Volunteer Status :		
<input type="checkbox"/> Currently Employed at:	<input type="checkbox"/> Part Time, hours#	<input type="checkbox"/> Full Time
<input type="checkbox"/> Volunteer at:	Number of hours	
<input type="checkbox"/> No Job Experience	<input type="checkbox"/> Some Job Experience	
<input type="checkbox"/> Currently seeking Employment		

Other Pertinent Information such as Medication and Behavioral Issues:

Aftercare Referral EXHIBIT A

Date Prepared:

This Form Must be Completed Upon Emancipation			
Name of Youth:	DOB:	SSN:	Ethnicity:
Address:			Telephone:
Type of Living Arrangement:			
Name of Roommate(s):			Telephone:
Name of Mentor:			Telephone:

Narrate Needs/Plans for Youth to Include:
<input type="checkbox"/> Identified Needs:
<input type="checkbox"/> ILP Goals:
<input type="checkbox"/> Medical Coverage (Renew yearly on birthday & initiate for Kin-Gap):
<input type="checkbox"/> Employment status:
<input type="checkbox"/> Housing Status (goals/needs/plans):
<input type="checkbox"/> Education Status:
<input type="checkbox"/> Health Status (Medication, Counseling, Health Needs/Limitations):
<input type="checkbox"/> Significant Individuals such as Siblings, Parents, Relatives. (Include Name/Relationship/Phone/Address):

Pre-Aftercare Referral
 EXHIBIT A

Date Prepared:

This Form Must be Completed Six (6) Months Prior to Youth Emancipation			
Name of Youth:	DOB:	SSN:	Ethnicity:
Address:			Telephone:
Name of Care Provider:			Telephone:
Type of Placement:			
Name of Social Worker:			Telephone:
Name of Probation Officer:			Telephone:
Name of ILP Social worker/Probation Officer:			Telephone:
Name of Mentor:			Telephone:

Narrate Needs/Plans for Youth to Include:
<input type="checkbox"/> Emancipation Plans:
<input type="checkbox"/> Employment, Current and Future Plans:
<input type="checkbox"/> Housing Plans on day of Emancipation:
<input type="checkbox"/> Education, Current Status and Future Plans such as Applied Vocational/2 yr/4yr, FAFSA and other Scholarships:
<input type="checkbox"/> Medical Information such as Medication, Health Needs/Limitations:
<input type="checkbox"/> Behavioral/Social Issues:
Additional Information to Include Extracurricular/Volunteer:

EXHIBIT B
 SEMINAR/WORKSHOP/EVENT SIGN-IN SHEET

TITLE: _____

Date: _____ 20____

	Client Name/Nombre del Cliente (please print/letra de molde por favor)	Emancipation Status (Check One)	
		Pre	Post
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Start Time: _____ End Time: _____ Total: _____ (Hrs.)
 Facilitator/Instructor Printed Name _____ Facilitator/Instructor Signature _____ Date _____

EXHIBIT C

CONTRACTOR PAYMENT REQUEST DPSS 2076A (Rev. APRIL, 2003)	EXHIBIT C	DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS Instructions for Form 2076A	EXHIBIT C
TO: Riverside County Department of Public Social Services Attn: Management Reporting Unit 4060 County Circle Drive Riverside, CA 92503		Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include Form 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.	
FROM: _____ Remit to Name _____ Address _____ City _____ State _____ Zip Code _____ Contractor Name _____ Contract Number _____		Mail Claims Packet to address shown on upper left corner of Form 2076A. <i>[see method, time, and schedule/condition of payments].</i> <i>(Please type or print information on all DPSS Forms.)</i>	
Total amount requested _____ for the period of _____ 20 _____. <i>Select Payment Type(s) Below</i> <input type="checkbox"/> Advance Payment \$ _____ <input type="checkbox"/> Actual Payment \$ _____ <i>(if allowed by Contract/MOU) (Same amount as 2076B if required)</i> <input type="checkbox"/> Unit of Service Payment \$ _____ (# of Units) x (\$) _____ _____ (# of Units) x (\$) _____ (# of Units) x (\$) _____ _____ (# of Units) x (\$) _____ (# of Units) x (\$) _____		FORM DPSS 2076A CONTRACTOR PAYMENT REQUEST "Remit to Name" The legal name of your agency. "Address" The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use. "Contractor Name" Business name, if different than legal name <i>(if not leave blank)</i> . "Contract Number" Can be found on the first page of your contract. "Amount Requested" Fill in the total amount and billing period you are requesting payment for. "Payment Type" Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for. "Any questions regarding..." Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.	
Any questions regarding this request should be directed to: _____ Name _____ Phone # _____ I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct. Authorized Signature _____ Title _____ Date _____		"Authorized Signature, Title, and Date (Contractor's)" Self-explanatory (required). Original Signature needed for payment. EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND S HOULD BE LEFT BLANK.	
FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)			
Business Unit (5)	Purchase Order # (10)	Invoice #	
Account (6)	Amount Authorized		
	<i>Comments</i>		
Fund (10)	<i>if amount authorized is different from amount requested</i>		
Dept ID (10)			
Program (5)	Program (if applicable)	Date	
Class (10)	Management Reporting Unit	Date	
Project/Grant (15)	Contracts Administration Unit	Date	
Vendor Code (10)	General Accounting Section	Date	

EXHIBIT E

LINE ITEM BUDGET FOR 2006 - 2009			Budget
es Administrative			
Director, Workforce Preparation - 10% FTE			\$9,711.00
Program Director - 100% FTE			\$90,138.00
Accounting Technician - 75% FTE			\$32,565.00
Clerical Support - 46.9% FTE			\$18,521.00
Clerical Support - Part Time Hourly			\$9,000.00
Data Management - 10% FTE			\$4,568.00
Benefits @ 38.36%			\$63,100.00
Sub Total Administration Cost			\$227,603.00
ating Expenses (Indirect)			
Office Supplies			\$10,000.00
Operating Expenses			\$16,209.00
Operating Expenses include but not limited to the following:			
Mileage @ \$.445 per mile	\$ 12,709.00		
Travel Expense	\$ 1,500.00		
Telephone Expense	\$ 1,000.00		
Other Services Not Specified	\$ 1,000.00		
Equipment			\$12,000.00
Equipment Expenses include but not limited to the following:			
Lap Top Computers for 4 new EC's	\$ 8,800.00		
Cell Phones for 4 new EC's	\$ 500.00		
Site License for Social Solutions	\$ 1,000.00		
Office Furniture for additional EC's	\$ 1,700.00		
Sub Total Operating Expenses			\$38,209.00
ultants			\$0.00
Sub Total Consultants			\$0.00
erence Expense			\$5,000.00
Sub Total Conferences			\$5,000.00
ers			\$0.00
Sub Total Lecturers			\$0.00
Management Salaries			
Emancipation Coach - 100% FTE			\$41,107.00
Emancipation Coach - 100% FTE			\$41,107.00
Emancipation Coach - 100% FTE			\$39,915.00
Emancipation Coach - 100% FTE			\$39,915.00
Emancipation Coach - 100% FTE			\$39,915.00
Emancipation Coach - 100% FTE			\$39,915.00
Emancipation Coach - 100% FTE			\$39,915.00
Emancipation Coach - 100% FTE			\$39,915.00
Emancipation Coach - Part Time Hourly			\$12,500.00
Workshop Presenters			\$37,400.00
Benefits @ 36.47%			\$120,961.00
Sub Total Case Management Cost			\$452,650.00
ontracts			
MSJC			\$64,016.00
COD			\$62,522.00
PV			\$0.00
Sub total Sub Contracts			\$126,538.00
emancipation Incentives			\$133,000.00
Sub total Pre-Emancipation Incentives			\$133,000.00
emancipation Incentives			\$117,000.00
Sub total Post-Emancipation Incentives			\$117,000.00
Grand Total:			\$1,100,000.00

EXHIBIT F

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended: Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, martial status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Date

Director's Signature

Address of Vendor/Recipient

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-8

Date: June 20, 2006

Subject: Agreement with the Foundation for California Community Colleges

Background: Attached for the Board's review and consideration is the agreement between Riverside Community College District and the Foundation for California Community Colleges (FCCC), for the Temporary Assistance for Needy Families (TANF) – Child Development Careers (CDC) Program. The grant provides funding, fiscal management and accountability for the District's TANF-CDC Program. The term for this grant agreement is June 1, 2006 through June 30, 2008. Total funds provided by the grant agreement are \$ 286,982.50. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees ratify this grant agreement, from June 1, 2006 through June 30, 2008, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Shelagh Camak
District Dean, Workforce Development
Michael Wright
Director, Workforce Preparation Grants and Contracts

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES –
CHILD DEVELOPMENT CAREERS (TANF-CDC) PROGRAM

GRANT AGREEMENT 0608-041

BY AND BETWEEN THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

This Agreement (Agreement) between the Riverside Community College District (the District/College) and the Foundation for California Community Colleges (FCCC) is entered into this first day of June 2006 for the purposes of providing grant funding, fiscal management, and accountability for the Temporary Assistance For Needy Families - Child Development Careers (TANF-CDC) Program operated by the District's Riverside Community College.

The Agreement includes the following Attachments:

- Attachment A: Participating College's Core Roles and Responsibilities
- Attachment B: TANF-CDC Program Budgets
- Attachment C: Travel Reimbursement Rates and Conditions
- Attachment D: TANF-CDC Program Allowable Cost Guidelines

1. GRANT FUNDING

The Foundation for California Community Colleges (FCCC) provides centralized fiscal and administrative services to community college districts for the TANF-CDC Program funding as set forth in this Grant Agreement. FCCC is the official auxiliary foundation for the California Community Colleges system, recognized by the Board of Governors under the provisions of the California Education Code section 72670.5.

The District/College agrees to perform all its duties as a grantee and to comply with all state and federal laws and regulations applicable to its TANF-CDC Program grant, including those identified in this grant agreement.

2. DUTIES OF THE DISTRICT AS GRANTEE

The District/College shall:

- 2.01 Complete the tasks and requirements described in this Agreement.

- 2.02 Use the Foundation's Participant Tracking System (PTS) and Chancellor's Office MIS systems to report and track student information including but not limited to participant enrollment levels, progress toward goals, units attempted/completed, GPA, Associate Teacher and Teacher Permits awarded, post-training employment and wages.
- 2.03 Ensure the appropriate stewardship of federal funds and adherence to State and Federal guidelines and regulations for maintaining financial management expectations and procedures.
- 2.04 Monitor the day-to-day operations of grant-supported activities to assure compliance with applicable federal and state requirements and achievement of TANF-CDC Program guidelines, policies, procedures and objectives. This includes a minimum participant enrollment of 60% with a Teacher Permit exit goal and maximum participant enrollment of 40% with an Associate Teacher Permit exit goal.
- 2.05 Develop any necessary supplemental system for collecting and organizing Program related data on an on-going basis. Programs must have a system that permits the evaluation and monitoring of program activities, including tracking the progress toward annual objectives; instituting procedures that provide for regular "customer feedback" that will be used to improve Program quality (FCCC will provide some of these forms and processes).
- 2.06 Adhere to established grievance procedures for the resolution of any disputes by a student participating in the TANF-CDC Program.
- 2.07 Maintain Internet e-mail capability.
- 2.08 Comply with all provisions of the TANF-CDC Program design, program operation, monitoring and evaluation contained in the grant between FCCC and the California Department of Education. A copy of this grant can be obtained by contacting FCCC's TANF-CDC Program Director.
- 2.09 Comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793 794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.

3. TERMS OF GRANT

- 3.01 The term of this grant shall be for a period of two program years; beginning June 1, 2006 and through June 30, 2008. All performance under this grant shall be completed no later than the final day of each program year (June 30, 2007 and June 30, 2008), except that FCCC's TANF-CDC Program Director must receive the Program Year End Report and Final Monthly Reimbursement Invoice no later than July 1, 2007 and July 1, 2008, respectively.

4. GRANT AMOUNT AND PAYMENTS

- 4.01 In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District/College a total amount not to exceed \$286,982.50.
- 4.02 Grant funds shall be expended only for the items and amounts identified and in accordance with the Allowable Cost Guidelines (See Attachment D) and in support of the TANF-CDC Program activities described in this Agreement.
- 4.03 Payments shall be made as set forth below.
- a. Payments shall be made monthly in arrears on a cost reimbursement basis upon FCCC's receipt of the Monthly Reimbursement Invoice from the District/College no later than the 15th day of the month following the invoiced month. The TANF-CDC Program Facilitator and CalWORKs Liaison Stipends are calculated, and the campus receives funding, based on the number of "Active" TANF-CDC Program Participants during the report month (See Attachment D: Allowable Cost Guidelines for detailed information on the allowable uses/expenditure of funds). Late invoices will be held over for payment in the following month.
 - b. Payments shall be made to the District/College on a monthly basis upon receipt of a TANF-CDC Program Monthly Invoice and Monthly Progress Report. Based upon the California Department of Education's (CDE) contract's policies and procedures, the Foundation may retain out of each payment an amount equal to ten percent (10%) thereof. The Foundation shall make final payment of the ten percent to the District upon completion and acceptance of work and payment by the CDE.
 - c. Payments to be made to the District/College as specified herein shall include all taxes of any description, federal, state and municipal, assessed against the District/College by reason of this grant.
 - d. Funds available under this contract that are not expended and invoiced by the District /College within the corresponding performance period (2006-2007 Program year & 2007-2008 Program year) shall revert back to the FCCC. Program funds will not be carried over from one Program year to the next.

5. GRANT REVISIONS AND LEVEL OF TANF SLOT ALLOCATION

- 5.01 Changes to this Grant Agreement, the District/College's performance objectives, work plan, budget, and participant slot allocation levels must receive prior written approval by FCCC's TANF-CDC Program Director.

6. REPORTS

The District's (participating colleges within the District) shall prepare the following reports (forms will be provided by FCCC's TANF-CDC Program Director) which must be received by FCCC by the specified dates. Failure to meet report deadlines may jeopardize funding.

- 6.01 Monthly Progress Reports: Submit a monthly progress report to FCCC either through the Program's Participant Tracking System (PTS) or in paper format, no later than the fifteenth day of the following report month.
- 6.02 Monthly Reimbursement Invoices: Submitted to FCCC no later than the fifteenth day following the month in which the expenditures were incurred on FCCC prescribed forms. Monthly Reimbursement Invoices shall not be processed without the corresponding submission of a Monthly Progress Report (via paper or PTS submission) and original, signed Participant Authorization Forms which support the amount claimed on the invoice.
- 6.03 Final Monthly Reimbursement Invoice, Travel Reimbursement Invoices and Year End Report: Submitted to FCCC on FCCC prescribed report forms, no later than July 1, 2007 and July 1, 2008 for corresponding Program years.

7. PROGRAM EVALUATION AND DATA COLLECTION

- 7.01 The TANF-CDC Program Facilitator and/or CalWORKs Liaison shall provide all data and reports which may be requested by FCCC, the California Department of Education (CDE), and/or third party evaluators.

8. GRANT AUDIT

- 8.01 The parties entering into this Grant Agreement will be subject to the examination and audit of the State Auditor for a period of five (5) years after final payment for each program year under the grant.
- 8.02 The District/College agrees to obtain a timely audit where required in accordance with applicable audit guidelines. In the case of grants supported with federal funds, this shall include audit requirements of the applicable federal Office of Management and Budget (OMB) Circular.
- 8.03 All subcontracts or sub-grants entered into pursuant to this grant shall be subject to the examination and audit by the State Auditor for a period of five (5) years after the final payment for each program year under the grant.

9. TRAVEL

- 9.01 For travel necessary to the performance of this grant, travel expenses must adhere to State regulations as described in Attachment C: Travel Reimbursement Rates and Conditions. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.

10. AVAILABILITY OF TANF-CDC PROGRAM FUNDS

- 10.01 Grants which are funded in whole or in part by the federal government contain a thirty day cancellation clause and the following provisions:
- a. It is mutually understood between the parties that this grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant were executed after that determination was made.
 - b. This grant is valid and enforceable only if sufficient funds are made available to the FCCC by the United States Federal Government for the current fiscal year for the purposes of this program. In addition, this grant is subject to any additional restrictions, limitation or conditions enacted by the California Department of Education or Congress that may affect the provisions, term or funding of this grant in any manner.
 - c. It is mutually agreed that if the Congress and/or annual State Budget does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.

11. INTELLECTUAL PROPERTY, INVENTIONS, AND NEW TECHNOLOGIES

- 11.1 Any ideas, concepts, know how or techniques relating to intellectual property and applied technologies, developed during the course of this grant by the District/College, or jointly by the District and the State, can be used by either party in any way it may deem appropriate unless specifically specified in writing.
- 11.2 All inventions, discoveries or improvements of the intellectual property and applied technologies developed pursuant to this grant, shall be the property of the State. The State agrees to grant a nonexclusive royalty free license for any such invention, discovery, or improvement to the District/College or any person and further agrees that the District/College or any other such person may sub license additional persons on the same royalty free basis unless limitations are clearly negotiated prior to development.
- 11.3 This grant shall not preclude the District/College from developing materials outside this grant that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this grant.
- 11.4 If this grant involves private sector participants, patent rights for subject inventions (if any) shall be defined in a private sector agreement between the District/College institution and the private sector participants. FCCC shall retain for state purposes limited intellectual property rights. This limited right is a royalty free, nonexclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and

prototypes) conceived and first actually reduced to practice during the term of the grant.

11.5 The District/College shall obtain these same rights for the State from all subcontractors and others who produce copyrightable material, intellectual property and applied technologies under this grant. The District/College shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors.

11.6 No subcontract shall be entered into without these rights being assured to the State from the subcontractor

12. PERSONAL AND REAL PROPERTY

Personal and real property procured with these funds will be used for the purpose of the grant and will remain the property of the State. The District/College will adhere to all property management procedures and property accountability requirements as published by the State.

13. STANDARDS OF CONDUCT

The District/College hereby assures that, in administering this grant, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the grant and avoiding any conflict of interest in its administration.

13.01 General Assurance: Every reasonable course of action will be taken by the District/College in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The grant will be administered in an impartial manner, free from personal, financial, or political gain. The District/College, its executive staff, and employees, in administering the grant, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

13.02 Conducting Business: No relative by blood, adoption, or marriage of any executive or employee of the District/College will receive favorable treatment for enrollment in services provided by, or employment with, the District/College.

Executives and employees of the District/College must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the District/College to conduct business with a friend or associate of an executive or employee of the District/College, an elected

official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.

- 13.03 Avoidance of Conflict of Economic Interest: An executive or employee of the District/College, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by the District/College or the State. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under the agreement.

No member of the district governing board may cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

14. GENERAL TERMS AND CONDITIONS

- 14.01 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date ("Termination Date") for services to be performed. Any termination of this Agreement will not relieve the District/College from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District/College for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District/College shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date first shown below and will continue in effect until the Termination Date.
- 14.02 General Terms and Disputes: This Agreement shall be binding on the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns. There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. This Agreement shall be governed for all purposes by the laws of the State of California. This Agreement supersedes all prior agreement, oral or written, between the parties and is intended as a complete and exclusive agreement between the parties. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with FCCC within ten working days of discovery of the problem. Within ten working days, the FCCC President or his/her designee shall meet with the parties for purposes of resolving the dispute. The decision of FCCC shall be final.

15. DISTRICT/COLLEGE CONTACTS

15.01 Responsible Administrator (*Appropriate Program Area*):

Name: Shelagh Camak Title: District Dean, Workforce Development

Email: Shelagh.camak@rcc.edu Phone: 951-222-8671 Fax: 951-888-8769

15.02 TANF-CDC Program Facilitator:

Name: Michael Wright Title: Director, Workforce Preparation Grants and Contracts

Email: Michael.wright@rcc.edu Phone: 951-222-8968 Fax: 951-222-8544

15.03 CalWORKs Program Liaison:

Name: Monica L. Green Title: Counselor/Instructor

Email: Monica.green@rcc.edu Phone: 951-222-8966 Fax: 951-222-8544

15.04 District Chief Business Officer

Name: James Buysse Title: Vice Chancellor, Administration and Finance

Email: James.buysse@rcc.edu Phone: 951-222-8047 Fax: 951-222-8893

16. Signatures

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Grant Agreement and commit their respective organizations to comply with them.

On behalf of the District:

Signature: _____ Date: _____

Name: James Buysse

Title: Vice Chancellor, Administration and Finance

On behalf of FCCC:

Signature of Ed Connolly: _____ Date: _____
(Director of TANF-CDC Program)

Signature of Jeff Thompson: _____ Date: _____
(FCCC Vice President - Learning Programs)

Signature of Laura Wright: _____ Date: _____
(FCCC Vice President of Finance and Chief
Finance Officer)

Please return two (2) of the three (3) Grant Agreements with original signatures to:

ED CONNOLLY, PROGRAM DIRECTOR
TANF-CHILD DEVELOPMENT CAREERS (CDC) PROGRAM
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
1102 Q STREET, 3RD FLOOR
SACRAMENTO, CA 95814

For information or assistance, please contact Ed Connolly at 916.325.0128 or via e-mail at:
econnolly@foundationccc.org.

ATTACHMENT A

PARTICIPATING COLLEGE'S CORE ROLES AND RESPONSIBILITIES

Riverside Community College District and Riverside Community College agree to provide the following services:

1. Select a Program Facilitator at each participating college campus to assume responsibility for overall campus Program direction and coordination of Program requirements. The Program Facilitator shall be a faculty or staff person within the Child Development Department or an individual with similar skill sets and knowledge of the field of early care and education.
2. Provide notification to the FCCC's TANF-CDC Program Director of the name and contact information for the person selected to be the Program Facilitator.

The Program Facilitator may also serve as a CDTC or Mentor Program Coordinator provided the programmatic requirements of each role are clearly delineated and payment of stipends for each role is based on the clearly documented accomplishment of the duties of each program.

If the individual assigned the role of Program Facilitator does not also serve in the position of the Mentor Program Coordinator or the CDTC Coordinator, the newly appointed Program Facilitator will work closely and collaborate with the Mentor Program and the CDTC Coordinators to ensure TANF-CDC Program Participant's maximum access to both program services.

Selection guidelines for the Program Facilitator shall include:

- Comprehensive knowledge of, and experience with the campus Early Care and Education (ECE) program, Child Development Permit Matrix requirements and application process, local ECE employer community, and the CalWORKs program requirements.
 - Ability to effectively collaborate and coordinate multiple Program requirements, services, objectives and outcomes.
3. Assign CalWORKs Liaison responsibilities at each campus with priority given to the current CalWORKs Coordinator. The campus CalWORKs Liaison will support the campus TANF-CDC Program Facilitator with recruitment efforts, counseling, and accessing resources for students.
 4. Provide notification to the FCCC's TANF-CDC Program Director of the name and contact information for the person selected to be the CalWORKs Liaison.

Selection guidelines for the CalWORKs Liaison shall include:

- Knowledge of the campus and county CalWORKs Program design and requirements.
 - Experience on assessing, monitoring and identifying resources to meet on-going participant educational and support service needs.
 - Ability to effectively collaborate and coordinate multiple Program requirements, services, objectives and outcomes.
5. Recruit, train, and design career plans for each student.
 6. Assist eligible participants to enroll in appropriate ECE classes, or develop additional sections of credit bearing the ECE coursework to meet Program requirements.
 7. Administer the campus Program budget as required and authorize payments for program expenses as itemized in the approved budgets.
 8. Advocate and oversee participant placements with mentors.
 9. Track and report TANF-CDC Program mentor/mentee placements via FCCC's PTS.
 10. Place participants on a campus lab school site or local mentor site to satisfy their practicum and/or work experience Program requirements.
 11. To the extent possible establish and maintain a "Wait List" to replace participants who drop from the Program with other qualified participants.
 12. Insure the Program Facilitator and CalWORKs Liaison evaluate and approve replacement candidates and draft completion plans.
 13. Submit monthly Program progress reports and invoices to FCCC on a timely basis.
 14. Promote the Program on campus and in the community.
 15. Participate in external Quality Improvement Programs (QIP) evaluation initiatives, as identified and directed by FCCC.
 16. Develop and host a work group that will consist of the Program Facilitator, CalWORKs Liaison, CDTC Coordinator, and Campus Mentor Program Coordinator to meet at least three times per semester and focus on issues related to maximizing TANF-CDC Program Participant's utilization of Mentor and CDTC Program services.
 17. Work with the local ECE Advisory Committee to solicit input on the college's local service area needs, the ECE coursework, participant opportunities for work and practicum experience, and employment.
 18. Coordinate with the campus job developers to maximize participants' opportunities in applying and interviewing with the best paid, publicly funded employers.

19. Document the academic instruction provided each Program participant, the County Welfare Departments (CWD) (or Alternative Payment's where applicable) certification of the CalWORKs eligibility of participants and approval of the training program, and the Resource and Referral (R&R) agency assistance in the paid job placement of participants.
20. Maintain comprehensive records on the progress of each participant, and complete monthly and annual Program progress reports, as well as participate in Program evaluation to be conducted by the CDE, FCCC, or their designee.
21. Insure that the Program Facilitator and/or CalWORKs Liaison track participants in their child development careers after completion of the Program.
22. Insure that the Program Facilitator and /or CalWORKs Liaison assists FCCC in the collection of demographic and program related data, including data available from the established Chancellor's Office and/or FCCC's TANF-CDC Program Participant Tracking System (PTS) and from other program records, for the purpose of self-evaluation of the program.
23. Insure that the Program Facilitator and/or CalWORKs Liaison assesses participant eligibility - using the following criteria:
 - The student is on CalWORKs cash aid and has an approved welfare-to-work plan, which specifically includes approval to participate in the Program, on file with the County Welfare Department.
 - The student expresses a genuine interest in child care and development as a vocation, rather than participating in the Program to secure short-term employment.
 - The student confirms their commitment to pursue a goal of obtaining an Associate Teacher and/or Teacher Permit.
 - The student completes screening and assessment to determine potential to succeed in the academic program and possesses the interpersonal skills necessary to work successfully with families and children.
24. Once a participant is selected, the Program Facilitator and/or CalWORKs Liaison insures that the participant:
 - Is oriented to the Program structure, expectations, training schedule, and courses and topics to be covered.
 - Participates in the development of a customized educational plan describing how each participant will meet all unit requirements, practicum, and permit certification and, if necessary, a description of basic skills/English as a Second Language (ESL) assistance within the Program's two-year design.
 - Obtains referral to the campus Financial Aid Office to receive financial aid eligibility information.
 - Receives a Board of Governor's (BOG) Fee Waiver.

- Submits for processing a criminal and fingerprint background clearance application necessary for all individuals who work in a licensed child care center.
- Continues participation based on a semester-by-semester evaluation conducted by the Program Facilitator and CalWORKs Liaison of the participant's satisfactory progress towards the goals contained in their education plan.

ATTACHMENT B

TOTAL BUDGET SUMMARY (TWENTY-FIVE MONTHS):
 JUNE 1, 2006 - JUNE 30, 2008

The budget amounts identified below are based on the total number of active slots, as requested on your 2006–2008 Slot Allocation Request form. If your campus enrolls fewer participants than needed to fulfill your active slot allocation, your budget will be reduced proportionately.

CATEGORY	AMOUNT
Campus TANF-CDC Program Facilitator Stipend:	\$ 162,375.00
Campus TANF-CDC Program CalWORKs Liaison Stipend:	\$ 81,187.50
Operating Expenses: <ul style="list-style-type: none"> ▪ Office Space ▪ Office Telephone ▪ Office Supplies 	\$ 10,040.00
Fingerprint & Background Fees: <ul style="list-style-type: none"> ▪ Initial Participant Background & Fingerprint Fees ▪ Permit Credential Fingerprint Fees 	\$ 7,840.00
Travel Expenses to Regional Training Institute (RTI):	\$ 1,700.00
Travel Expenses to Annual TANF-CDC Program Conference:	\$ 4,000.00
Travel Expenses to Campus Best Practices Clinic: <i>(June 2006 only)</i>	\$ 90.00
Travel Expenses to Quality Improvement Program (QIP) Training: <i>(\$500.00 Budgeted for Year One, Year Two Budget is yet to be determined)</i>	\$ 500.00
Participant Supportive Services: <ul style="list-style-type: none"> ▪ Participant Books and Instructional Materials grants ▪ Participant Transportation Grants ▪ Participant Tutoring Services ▪ Special Services, Workshops and Cohort Classes 	\$ 19,250.00
TOTAL 2006-08 GRANT AMOUNT:	\$ 286,982.50

ONE MONTH BUDGET:
 JUNE 2006

The budget amounts identified below are based on the total number of active slots, as requested on your Slot Allocation Request form. If your campus enrolls fewer participants than needed to fulfill your active slot allocation, your budget will be reduced proportionately.

CATEGORY	AMOUNT
Campus TANF-CDC Program Facilitator Stipend: <ul style="list-style-type: none"> ▪ 42 Active Slots x \$125.00 / Month x 1 Month = (June 2006) 5,250.00 	\$ 5,250.00
Campus TANF-CDC Program CalWORKs Liaison Stipend: <ul style="list-style-type: none"> ▪ 42 Active Slots x \$62.50 / Month x 1 Month = (June 2006) \$ 2,625.00 	\$ 2,625.00
Operating Expenses: <ul style="list-style-type: none"> ▪ Office Space ▪ Office Telephone ▪ Office Supplies 	\$ 440.00
Fingerprint & Background Fees: <ul style="list-style-type: none"> ▪ Initial Participant Background & Fingerprint Fees ▪ Permit Credential Fingerprint Fees 	\$ 140.00
Travel Expenses for Campus Best Practices Clinic:	\$ 90.00
TOTAL JUNE 2006 GRANT AMOUNT:	\$ 8,545.00

BUDGET YEAR ONE:
 JULY 1, 2006 - JUNE 30, 2007

The budget amounts identified below are based on the total number of active slots, as requested on your Slot Allocation Request form. If your campus enrolls fewer participants than needed to fulfill your active slot allocation, your budget will be reduced proportionately.

CATEGORY	AMOUNT
Campus TANF-CDC Program Facilitator Stipend: <ul style="list-style-type: none"> ▪ 42 Active Slots x \$ 125.00 / Month x 1 Month = (Summer 2006)¹ \$ 5,250.00 ▪ 50 Active Slots x \$ 125.00 / Month x 5 Months = (Fall 2006)² \$ 31,250.00 ▪ 50 Active Slots x \$ 125.00 / Month x 5 Months = (Spring 2007)³ \$ 31,250.00 ▪ 55 Active Slots x \$ 125.00 / Month x 1 Month = (Summer 2007)⁴ \$ 6,875.00 	\$ 74,625.00
Campus TANF-CDC Program CalWORKs Liaison Stipend: <ul style="list-style-type: none"> ▪ 42 Active Slots x \$ 62.50 / Month x 1 Month = (Summer 2006)¹ \$ 2,625.00 ▪ 50 Active Slots x \$ 62.50 / Month x 5 Months = (Fall 2006)² \$ 15,625.00 ▪ 50 Active Slots x \$ 62.50 / Month x 5 Months = (Spring 2007)³ \$ 15,625.00 ▪ 55 Active Slots x \$ 62.50 / Month x 1 Month = (Summer 2007)⁴ \$ 3,437.50 	\$ 37,312.50
Operating Expenses: <ul style="list-style-type: none"> ▪ Office Space ▪ Office Telephone ▪ Office Supplies 	\$ 4,800.00
Fingerprint & Background Fees: <ul style="list-style-type: none"> ▪ Initial Participant Background & Fingerprint Fees ▪ Permit Credential Fingerprint Fees 	\$ 3,850.00
Travel Expenses to Regional Training Institute (RTI):	\$ 850.00
Travel Expenses to Annual TANF-CDC Program Conference:	\$ 2,000.00
Travel Expenses to Quality Improvement Program (QIP) Training:	\$ 500.00
Participant Supportive Services: <ul style="list-style-type: none"> ▪ Participant Books and Instructional Materials Grants ▪ Participant Transportation Grants ▪ Participant Tutoring Services ▪ Special Services, Workshops and Cohort Classes 	\$ 9,625.00
TOTAL 2006-07 GRANT AMOUNT:	\$ 133,562.50

1 Summer 2006 Semester includes the month of July
 2 Fall 2006 Semester includes months of August, September, October, November, and December
 3 Spring 2007 Semester includes months of January, February, March, April, and May
 4 Summer 2007 includes the month of June

BUDGET YEAR TWO:
 JULY 1, 2007 - JUNE 30, 2008

The budget amounts identified below are based on the total number of active slots, as requested on your Slot Allocation Request form. If your campus enrolls fewer participants than needed to fulfill your active slot allocation, your budget will be reduced proportionately.

CATEGORY	AMOUNT
Campus TANF-CDC Program Facilitator Stipend: <ul style="list-style-type: none"> ▪ 55 Active Slots x \$ 125.00 / Month x 1 Month = (Summer 2007)¹ \$ 6,875.00 ▪ 55 Active Slots x \$ 125.00 / Month x 5 Months = (Fall 2007)² \$ 34,375.00 ▪ 55 Active Slots x \$ 125.00 / Month x 5 Months = (Spring 2008)³ \$ 34,375.00 ▪ 55 Active Slots x \$ 125.00 / Month x 1 Month = (Summer 2008)⁴ \$ 6,875.00 	\$ 82,500.00
Campus TANF-CDC Program CalWORKs Liaison Stipend: <ul style="list-style-type: none"> ▪ 55 Active Slots x \$ 62.50 / Month x 1 Month = (Summer 2007)¹ \$ 3,437.50 ▪ 55 Active Slots x \$ 62.50 / Month x 5 Months = (Fall 2007)² \$ 17,187.50 ▪ 55 Active Slots x \$ 62.50 / Month x 5 Months = (Spring 2008)³ \$ 17,187.50 ▪ 55 Active Slots x \$ 62.50 / Month x 1 Month = (Summer 2008)⁴ \$ 3,437.50 	\$ 41,250.00
Operating Expenses: <ul style="list-style-type: none"> ▪ Office Space ▪ Office Telephone ▪ Office Supplies 	\$ 4,800.00
Fingerprint & Background Fees: <ul style="list-style-type: none"> ▪ Initial Participant Background & Fingerprint Fees ▪ Permit Credential Fingerprint Fees 	\$ 3,850.00
Travel Expenses to Regional Training Institute (RTI):	\$ 850.00
Travel Expenses to Annual TANF-CDC Program Conference:	\$ 2,000.00
Travel Expenses to Quality Improvement Program (QIP) Training:	TBD
Participant Supportive Services: <ul style="list-style-type: none"> ▪ Participant Books and Instructional Materials Grants ▪ Participant Transportation Grants ▪ Participant Tutoring Services ▪ Special Services, Workshops and Cohort Classes 	\$ 9,625.00
TOTAL 2007-08 GRANT AMOUNT:	\$ 144,875.00

1 Summer 2007 Semester includes the month of July
 2 Fall 2007 Semester includes months of August, September, October, November, and December
 3 Spring 2008 Semester includes months of January, February, March, April, and May
 4 Summer 2008 includes the month of June

ATTACHMENT C

TRAVEL REIMBURSEMENT RATES AND CONDITIONS

MEALS AND INCIDENTALS (IN-STATE/OUT-OF-STATE TRAVEL):

The following reimbursement rates are maximums, not allowances. Employees may claim only their actual expense and must have receipts substantiating the amount claimed. Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees.

Lodging, meals and incidental reimbursements shall not be made for expenses incurred within 50-miles of home or headquarters.

For each full 24-hour period of travel, employee may claim the following:

BREAKFAST	ACTUAL EXPENSE UP TO \$6
LUNCH	ACTUAL EXPENSE UP TO \$10
DINNER	ACTUAL EXPENSE UP TO \$18
INCIDENTALS	ACTUAL EXPENSE UP TO \$6

TRIPS OF 24 HOURS OR MORE:

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

FIRST DAY OF TRAVEL	
TRIP BEGINS AT OR BEFORE 6 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 11 AM	LUNCH MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 5 PM	DINNER MAY BE CLAIMED
CONTINUING AFTER 24 HOURS	
TRIP ENDS AT OR AFTER 8 AM	BREAKFAST MAY BE CLAIMED
TRIP ENDS AT OR AFTER 2 PM	LUNCH MAY BE CLAIMED
TRIP ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

TRIPS OF LESS THAN 24 HOURS:

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

FRACTIONAL DAY OF TRAVEL	
TRIP BEGINS AT OR BEFORE 6 AM AND ENDS AT OR AFTER 9 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 4 PM AND ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

EMPLOYEES MAY NOT CLAIM LUNCH OR INCIDENTALS ON ONE-DAY TRIPS. WHEN TRIPS ARE LESS THAN 24 HOURS AND THERE'S NO OVERNIGHT STAY, MEALS CLAIMED ARE TAXABLE.

MILEAGE REIMBURSEMENT RATE:

All privately owned vehicle mileage driven on State business is subject to advance approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

AUTOMOBILE	34 CENTS PER MILE
SPEC. VEHICLE W/CERT UP TO	37 CENTS PER MILE
PRIVATE AIRCRAFT UP TO	50 CENTS PER MILE
BICYCLE UP TO	4 CENTS PER MILE

LODGING REIMBURSEMENT - SHORT-TERM TRAVEL:

Employees who incur overnight lodging expenses at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. must provide a receipt to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

ALL CALIFORNIA COUNTIES NOT LISTED BELOW	ACTUAL EXPENSE UP TO \$84 PER NIGHT, PLUS TAX
LOS ANGELES AND SAN DIEGO COUNTIES	ACTUAL EXPENSE UP TO \$110 PER NIGHT, PLUS TAX
ALAMEDA, SAN FRANCISCO, SANTA CLARA, AND SAN MATEO COUNTIES	ACTUAL EXPENSE UP TO \$140 PER NIGHT, PLUS TAX

OUT-OF-STATE LODGING/OUT-OF-STATE MEAL ALLOWANCE:

Payment is for actual lodging expenses, supported by a receipt. Without receipts, payment will be the in-state lodging rate. Meal allowance is paid at the same rate as the in-state rate.

ATTACHMENT D

ALLOWABLE COST GUIDELINES

A. BUDGET LINE ITEMS AS CONTAINED IN DISTRICT/COLLEGE GRANT AGREEMENTS

BUDGET LINE ITEMS:

- PROGRAM FACILITATOR STIPEND
- CALWORKS LIAISON STIPEND

Allowable Activities/Services

Program Facilitator and CalWORKs Liaison Stipends can be used in one or any combinations of the following three activities/services:

1. Use to reimburse campus TANF-CDC Program Facilitator/CalWORKs Liaison for providing services to participating TANF-CDC Program participants.*
2. Pay the salary of other support staff who provide direct services to the TANF-CDC Program.
3. Use earned funds to provide Participant Supportive Services. (See Allowable Activities/Services as listed in Budget Line Item: Participant Supportive Services)

*Note: The Program Facilitator and/or CalWORKs Liaison Stipends can be used to either supplement and/or replace their current salary. Stipends are earned based on the number of participants in active slots during the report month. Once the campus receives Stipend funds, the campus may apply/use these funds for the purposes identified in the Budget Line Item: Participant Supportive Services.

BUDGET LINE ITEM:

- OPERATING EXPENSES

Allowable Activities/Services

Operating Expenses include office space, telephone and office supplies, including printed materials such as brochures and flyers that directly relate to the TANF-CDC Program. For audit purposes, if the TANF-CDC Program's direct costs for office space and telephone can not be readily identified, then it is recommended that the District/College establish a simple and auditable formula driven "Cost Allocation Plan" (i.e. prorated portion of costs).

Your FCCC TANF-CDC Program Specialist can assist you with developing a cost allocation plan.

BUDGET LINE ITEMS:

- BACKGROUND AND FINGERPRINT FEES

Allowable Activities/Services

Use funds to cover costs for:

1. Initial pre-practicum background and fingerprint fees for each student accepted into the Program.
2. Second fingerprint fees as required by the Commission on Teacher Credentialing when processing participants' Associate Teacher and/or Teacher Permit applications.

BUDGET LINE ITEMS:

- TRAVEL EXPENSES TO CAMPUS BEST PRACTICES CLINIC (JUNE 2006 ONLY)
- TRAVEL EXPENSES TO REGIONAL TRAINING INSTITUTE (RTI)
- TRAVEL EXPENSES TO ANNUAL TANF-CDC PROGRAM CONFERENCE
- TRAVEL EXPENSES TO QUALITY IMPROVEMENT PROGRAM (QIP) IMPROVEMENT TRAINING

Allowable Activities/Services

Use funds for TANF-CDC Program Facilitator, CalWORKs Liaison, Program participant(s) and other campus Early Care and Education (ECE) and CalWORKs staff who are directly coordinating services with the TANF-CDC Program to attend TANF-CDC Program sponsored training, regional institutes, and conferences.

Use funds for TANF-CDC Program staff or Program participants to attend local, regional, or state functions (trainings, meetings, conferences, etc.) concerning ECE or CalWORKs that will benefit the TANF-CDC Program's administrative and academic services.

BUDGET LINE ITEMS:

- PARTICIPANT SUPPORTIVE SERVICES

Allowable Activities/Services

Participant supportive Services funds can be used in one or any combination of the following four categories:

1. Participant Book and Instructional Materials Grants - Ensures that costs associated with the purchase of books, supplies and supplemental instructional materials (e.g. professional development literature, children's books, or required reading in a second language) are covered in the event that a participant faces sudden and/or unexpected changes in TANF and/or financial aid eligibility, hence diminishing the possibility of a participant's withdrawal from the Program due to such changes.

2. Participant Transportation Grants – Provide transportation assistance needed to attend school or work, should a student become ineligible for CalWORKs and/or other financial assistance that previously covered these program related expenses. This line item is included to ensure that a participant does not drop out of the program because of a sudden and/or unexpected change in TANF and/or financial aid eligibility.
3. Participant Tutoring Services – Provide specialized tutoring services that may not be available through regular on-campus learning/tutoring resources and services. This line item is included to ensure that a participant does not drop out of the Program because of a lack and/or unavailability of specialized educational tutoring services.
4. Special Services, Workshops and Cohort Classes – Provide supplemental instructional and general participant support services in the form of workshops, classes and services that address specific TANF-CDC participant barriers/issues to successful completion of the ECE academic coursework, permit requirements, job search, and job retention.

These services may include:

- Speakers brought onto campus to provide information and training related to ECE.
- Participants attending local professional or training meeting related to ECE.
- Cohort class expenses (teacher, etc.).
- Expenses related to providing additional classes attended by TANF-CDC Program participants which would otherwise not be offered without funds from the TANF-CDC Program.
- Provide Work-Study wages for TANF-CDC Program participants while the individuals are in a practicum, or work experience assignment.
- Clothes for interviewing for job placement.
- Awards (gift certificates, vouchers for educational purposes) for the completion of the program (per semester, limits assigned by FCCC) and gatherings, including permit completion ceremonies/events for purpose of follow-up and retention.
- Counseling as recommended by college staff (either group or individual).

C. BUDGET LINE ITEM TRANSFERS

With prior written approval from the Foundation, surplus funds from a given line item of the budget may be transferred to defray/increase allowable direct costs within another budget line-item. Before any transfer of funds can occur, a Budget Line-Item Transfer Request Form must be submitted by the college and approved by the Foundation. Funds may not be transferred in or out of the Program Facilitator Stipend and/or CalWORKs Liaison Stipend line-item.

D. PROHIBITIONS

TANF-CDC Program Funds CANNOT be used to:

1. Purchase office equipment; such as personal computers, computer parts, DSL modems or routers, lap tops, fax machines, printers, scanners, or copiers.
2. Purchase food items.
3. Pay for medical related costs or services.
4. Pay for living expenses (rent, utilities, etc.).
5. Pay for fines, tickets, late fees, penalties, child support payments, or other costs incurred because of negligent behavior.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-9

Date: June 20, 2006

Subject: Facility Use Agreement with Jurupa Unified School District

Background: Attached for the Board's review and consideration is a facility use agreement between Riverside Community College District and Jurupa Unified School District, to supply office space and classroom facilities for District use at the former site of Rubidoux High School. The term of the agreement is from July 1, 2006 through June 30, 2007 at a cost of \$1.00.

Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from July 1, 2006 through June 30, 2007, at a cost of \$1.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Ron Vito
District Dean, Occupational Education

Jurupa Unified School District

4850 Pedley Road – Riverside, California 92509 – (951) 360-4160

APPLICATION AND AGREEMENT FOR USE OF DISTRICT FACILITIES
APPLICATION FOR ONE TIME USE () APPLICATION FOR MULTIPLE USE (X)

Date: June 21, 2006, application must be submitted at least 10 working days prior to date requested.

Description of Event: Offering Community College Classes

Organization or Group Name: Riverside Community College District

Contact Person: Ron Vito, District Dean, Occupational Education Daytime Phone No.: (951) 222-8490

Billing Address: 4800 Magnolia Avenue Evening Phone No.: (951) 783-5950 Pager

Riverside CA 92506

City Riverside State CA Zip 92506
 School Site Requested: former Rubidoux High School, 4250 Opal Street, Riverside, CA 92509

Area Requested: Auditorium Classrooms Cafeteria/Kitchen Multipurpose Parking lot Gymnasium Pool
 Athletic field(s): Type: _____ (Baseball, Football, Lower, Upper) Number: P1, 2, 3, 4, 5, T7, 8, 9, 10, 11

Date(s) Needed: Beginning Date: July 1, 2006 Ending Date: June 30, 2007

Indicate days and times needed:
 Sunday: from: _____ to _____ Wednesday: from: 8:00 a.m. to 9:30 p.m.
 Monday: from: 8:00 a.m. to 9:30 p.m. Thursday: from: 8:00 a.m. to 9:30 p.m.
 Tuesday: from: 8:00 a.m. to 9:30 p.m. Friday: from: 8:00 a.m. to 9:30 p.m.
 Saturday: from: 8:00 a.m. to 9:30 p.m.

All Applications Expire June 30th of each school year and No Use permitted at any School Site during the first 3 weeks of June

Please specifically describe equipment or set-up required: N/A

Please specifically describe equipment, props or decorations to be brought onto school site: N/A

Is Activity opened to the Public? Yes No Anticipated Number in attendance: TBD Will admission be charged? Yes No
 Will contributions be solicited or other fees be charged? Yes No Will items be offered for sale? Yes No
 What purpose will contributions be used? N/A Will food be served? Yes No
 Please describe food to be sold or catered: N/A Will food be sold? Yes No

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

The undersigned agrees to defend, indemnify and hold harmless the Jurupa Unified School District, its Board of Trustees, agents and employees, individually and collectively, from and against all costs, losses, claims, actions and judgments arising from personal injuries, property damage or otherwise that may arise during or result in any way from, or be alleged to be caused by, the undersigned's use of occupancy of District facilities, furniture or equipment, including premises liability, regardless of cause. The undersigned further agrees to provide a certificate of insurance for liability coverage's satisfactory to the District.

CERTIFICATE OF LIABILITY INSURANCE REQUIRED, SEE ITEM NO. 1 ON REVERSE FOR MORE DETAILS

Conditions for use: Payment in full for invoice billed is due at least 48 hours prior to the event. Payment must be in the form of a money order, cashier's check or company check. If payment in full is not received prior to event, approval to use the facility will not be given. (See reverse for conditions of use.)

Applicant Initial: _____ Cancellation Policy: To cancel, notify the JUSD Business Services Department at least 48 hours prior to event. Failure of an organization to provide this notice to the District will result in the organization being billed for the meeting at the fee schedule rate. **The Jurupa Unified School District reserves right to cancel such use for any event by giving a 48-hour notice to the group ordinarily using the facility at that time**

APPROVAL IS NOT GRANTED UNTIL APPLICATION IS PROCESSED THROUGH THE SITE MANAGER AND THE BUSINESS MANAGER

I have read and understand the statement of information, Hold Harmless Agreement and General Conditions as contained in this form. An approved or denial copy of this application will be mailed to the requestor.

SIGNATURE OF APPLICANT: _____ DATE: _____
 SCHOOL SITE PRINCIPAL APPROVES APPLICATION: YES NO If no, please explain: _____
Annual fee of \$1.00 will be charged for use of facilities.

SCHOOL SITE PRINCIPAL SIGNATURE: _____ DATE: _____
 Food Service Employee to be assigned: YES NO #HRS _____ Custodian to be assigned: YES NO #HRS _____
 Approval for use of pool area: Pool Manager _____ (initials required) Life Guard Required/Obtained: YES NO INSURANCE REQUIRED: YES NO
 BS/GR APPROVES APPLICATION: YES NO If no, please explain: _____

FINAL APPROVAL SIGNATURE: _____ DATE: _____
 No. Bs15 IN CASE OF EMERGENCY: Call our answering service at 1-800-826-8995 and request a call person to come out.

STATEMENT OF INFORMATION (ED. CODE 40045)

The undersigned states that, to the best of their knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.

That the organization on whose behalf they are making application for use of school property, does not, to the best of their knowledge, advocate the overthrow of the Government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of their knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

INSURANCE REQUIREMENTS

The applying organization agrees to procure and maintain a Comprehensive General Liability Insurance policy written on an "Occurrence" policy form, with limits of insurance not less than \$1,000,000 Aggregate/\$1,000,000 Occurrence. RCC can comply with this insurance provision by a combination of self-insurance and liability coverage with a joint powers authority, and will be provided by an insurance carrier Rated "A-" or better by A.M. Bests Rating Guide.

The applying organization will be required to provide the District with a Certificate of Insurance.

The scope of coverage must be a comprehensive form and coverage must be approved by the District. Special circumstances may constitute additional insurance requirements.

HOLD HARMLESS: 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. This provision deletes the hold harmless provision on Page 1.

GENERAL CONDITIONS GOVERNING THE USE OF SCHOOL PROPERTY FOR PUBLIC PURPOSES

1. The groups of citizens using school facilities will be responsible for any and all damages to property which may be incurred as a proximate result of any activity being conducted in buildings or on the grounds of the School District -- normal wear and tear excepted. The facilities must be returned in like condition as loaned.
2. Conduct of Meetings
 - a. The direct supervision of the activity is the responsibility of the persons or organizations sponsoring the activity. Misconduct on the premises will be cause for cancellation of approval for use.

- b. No alcoholic beverages are to be consumed, sold, given away, or delivered to any person on the property of the School District. Such action is a misdemeanor and is punishable under Section 16701 of the Business and Professions Code of California. Any person under the influence of intoxicating liquors will be denied participation in any manner in the activity being conducted on school property and may be barred from having or receiving any further privilege of the use of school property.
 - c. The District has adopted a "smoke free" environment policy. Smoking will not be allowed on any school property at any time, inside any building or on school grounds.
 - d. Profane language, gambling, quarreling, or fighting will not be tolerated.
3. Limitations and Restrictions Covering Use of School Property for Public Purposes
- a. Organizations using school buildings and grounds are not to leave any brochures, pamphlets, leaflets, documents, or other literature on School District premises.
 - b. No use of any cafeteria kitchen is allowed without the assignment of a School District cafeteria worker during the hours of the use.
 - c. Food may be sold, served, or consumed only in kitchens, multipurpose rooms, authorized food serving areas, or outside.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-11

Date: June 20, 2006

Subject: Mission Statements for the District and its Campuses

Background: Presented for the Board's review and consideration are mission statements for the District and Riverside City, Moreno Valley and Norco Campuses. Initial drafts of these mission statements were presented during the Board retreat on March 21, 2006. Subsequently, the campuses' mission statements have been reviewed and approved by their campuses' strategic planning committees, Moreno Valley on May 11, 2006, Norco on May 15, 2006, followed by Riverside City on May 16, 2006. The District Strategic Planning Committee reviewed the mission statement for the District and each of the campuses on June 2, 2006.

Recommended Action: It is recommended that the Board of Trustees approve the mission statements.

Salvatore G. Rotella
Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

Riverside Community College District
Mission Statement
Adopted by the Board of Trustees on June 13, 1994

The Riverside Community College District is an accessible **and** comprehensive, ~~community college~~ committed to providing an affordable post-secondary education, including student services and community services, to a diverse student body. The District provides transfer programs paralleling the first two years of university offerings, pre-professional, career preparation, and occupational and technical programs leading to the associate of arts degree, the associate of science degree, and a variety of certificates. In the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides pre-college, tutorial and supplemental instruction for under-prepared students. **Through its three constituent colleges, Moreno Valley, Norco, and Riverside City**, the District works in partnership with other educational institutions, business, industry, and community groups to enhance the quality of life ~~and the internal harmony~~ of the communities it serves **in Western Riverside County**. ~~The District serves Western Riverside County from three interrelated campuses in the cities of Riverside, Norco and Corona, and Moreno Valley.~~

Moreno Valley Campus
Mission Statement
Adopted by MV Strategic Planning Committee, May 11, 2006

Responsive to the educational needs of its region, Moreno Valley College offers academic programs and student support services which include baccalaureate transfer, professional, pre-professional, and pre-collegiate curricula for all who can benefit from them. Life-long learning opportunities are provided, especially, in health and public service preparation.

Norco Campus
Mission Statement
Adopted by Norco Strategic Planning Committee, May 15, 2006

Today's students, tomorrow's leaders.

Norco College, located in western Riverside County, provides a range of high quality educational programs, services, and learning environments that meet the needs of a diverse community. We equip our students with the academic and technological skills to attain their goals in higher, occupational, and continuing education, workforce development, and personal enrichment while they achieve established learning outcomes. Norco College fosters the development of technological programs to meet the needs of the growing business community.

As a continuing process, we listen to our community and respond to its needs while engaging in self-examination and ongoing dialogue, planning, and improvement.

Riverside City Campus
Mission Statement

Adopted by Riverside Strategic Planning Committee, May 16, 2006

Riverside City College empowers a diverse community of learners toward individual achievement, success and lifelong learning by providing comprehensive services and innovative educational opportunities.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: VI-A-12

Date: June 20, 2006

Subject: Progress Report on Revision of Hiring Process

Background: Presented for the Board's review is a progress report on the revision of the hiring process for full-time faculty.

This revision represents the work done by committees composed of faculty members at large and Academic Senate representatives over a period of four years. The revision was originally approved by the Academic Senate on June 7, 2004. Subsequently, position titles were updated to reflect the transition to a three-college structure. These updates have been approved by Tom Wagner, District Academic Senate President.

Information Only.

Salvatore G. Rotella
Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

Full-Time Faculty Hiring Process

All full-time faculty members hired into tenure track positions will be hired in accordance with the steps established below:

1. Identify a Position and Develop Hiring Plan (each spring)
 - a. Each spring the Vice Chancellor of Academic Affairs will ask the campus/college Chief Instructional Officer to solicit a Hiring Plan Form from their departments.
 - (1) The need for a faculty position will be identified by departments and justified by annually updated program reviews and department academic plans.
 - (2) The department chair with the departmental faculty will prepare a draft job description and job announcement. In this process, they must consult with the district-wide discipline and if necessary with outside expertise in order to prepare the most appropriate job description.
 - (a) The job description must be detailed in terms of the programmatic needs of the college; including a description of the discipline and areas of expertise within that discipline that the faculty member should be prepared to teach.
 - (b) The job description will include a requirement for sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.¹
 - (c) Standards and criteria for employment must be clearly stated in the job announcement. These shall include that all full-time faculty members hired by the Riverside Community College District must possess, prior to the effective date of employment, the minimum qualifications², or will be certified to possess equivalent qualifications through a process established by the Academic

*Sharing this information with everyone in the discipline may help expand the pool of applicants.

¹ Section 53022

² Established by Education Code, Section 87356

Senate and the District Board³.

- b. The job description and job announcement will be submitted to the campus/college Chief Instructional Officer who will then consult with area Deans, if appropriate, before approving of the job description. If changes are needed, the description and announcement will be sent back to the department with a rationale for the changes.
 - c. The Chief Instructional Officer on each campus/college in consultation with their Academic Planning Council (Department Chairs) will develop a suggested prioritized list and rationale for those positions.
 - (1) In preparing the list due consideration will be given to the District guidelines for requested faculty positions (see Appendix A).
 - d. The Vice Chancellor of Academic Affairs working in concert with the campus/college Senate President and the campus/college President will finalize the list of requested faculty positions and make a recommendation to the Chancellor.
 - e. The Chancellor will make the final determination about the hiring plan.
 - f. The Department Chair, in consultation with department faculty and members of the discipline in the district, will finalize a comprehensive job description and job announcement.
 - g. In special circumstances, such as the availability of categorical funding, the Chancellor makes the final determination about a hiring need outside the plan in consultation with the department and discipline involved (see Appendix A).
 - h. The District Office of Academic Affairs will announce the hiring plan internally typically during the summer.
2. Transfer Requests
- a. Transfer requests will be processed in accordance with the Agreement between the Riverside Community College Chapter CCA/CTA /NEA and the Riverside Community College District.
3. The Search Committee will be established:

³ In accordance with Ed. Code, Section 87359b, Sec. 53022 and 53023 apply when any standards exceeding minimum qualifications are applied as appropriate steps must be taken to eliminate any adverse impact.

* As we become independent colleges Program Review will become college based.

- a. The Department Chair will work with the campus/college Chief Instructional Officer to select four committee members from the discipline or closely related discipline. Due consideration will be given to diversity and equity.
 - (1) Normally, the four members will come from the requesting campus/college. If desired the Department Chair and campus/college Chief Instructional Officer will name members of the discipline from the other campuses/colleges in the District.
 - (a) Priority will be given to tenured faculty; however when there are not four tenured faculty members in the discipline, non-tenured RCCD faculty in the discipline may be appointed.
 - (2) If three members of the discipline are not available, then the Chair and campus/college Chief Instructional Officer will nominate persons from closely related disciplines, giving priority to those from their campus/college.
 - (3) Furthermore, if deemed appropriate, in the absence of available RCCD faculty in the field of hire, non-RCCD individuals who are full-time faculty in the discipline at a local institution may be appointed.
 - b. The Department Chair or their designee (usually someone from the discipline) will serve as the fifth member of the committee and serve as its chair.
 - c. The committee will be made aware of the importance of providing fair and thorough applicant screening, and of interview and selection processes that conform to principles of equal employment opportunity by participating in the required training program. Members shall be sensitive to the concept of fairness and non discrimination. No current employee shall participate in any decisions relating to the employment of any person related to them by either birth or marriage.
 - d. The recommended committee membership will be communicated to the campus/college Chief Instructional Officer who will work collaboratively to finalize the committee membership.
4. Human Resources, Diversity, Equity and Compliance and Finance
- a. The job description and committee list will be forwarded to Human Resources and subsequently to the Office of Diversity, Equity and Compliance for review. Any concerns, including those regarding equity and diversity will be

communicated to the campus/college Chief Instructional Officer for resolution.

- b. Human Resources will notify the appropriate Office of Administration and Finance of specific hiring positions and budgetary codes will be assigned.
5. Announcement of Recruitment Plan
- a. Human Resources will issue the job announcement.
 - b. Human Resources will be responsible to manage the paperwork and ensure their process includes the following:
 - (1) Applicants will need to apply for positions on one or more campus/college when multiple positions are available.
 - (2) The screening and selection process shall conform to Title V, Section 53024 which includes references to the screening or selection techniques, including the procedure for developing broad interview topics, and the selection process as a whole.
 - (3) Job announcements shall be advertised so as to encourage a broad applicant pool. Human Resources shall solicit suggestions for recruitment. The department and the discipline members in the district will be given copies of the job announcement and encouraged to be proactive in recruiting a diverse pool of outstanding applicants.
 - c. The Office of Diversity, Equity and Compliance will review the pool with regard to “no adverse impact” per EEO.⁴
 - d. The Search Committee will review the pool and select those to be interviewed.
 - e. First round interviews will be conducted by the Search Committee and held on the campus/college of hire. A Human Resources representative will facilitate the work of the committee.
 - (1) The interview process will reflect the following:

⁴ This review shall include reference to Title 5, California Code of Regulations sections 51010, 53000, 53001, 53002, 53003, 53004, 53005, 53006, 53020, 53021, 53022, 53023, 53024, 53025, 53026, 53027, 53030, 53033, 53034.

- (a) A select number of qualified candidates, screened from the initial pool, will be invited for a personal interview at their expense.
 - (b) After review of the applications, the committee will determine if the pool has sufficient numbers or sufficiently prepared applicants to proceed. If not, the committee can request extension of the deadline and/or additional recruitment. Sufficiency shall be defined by the committee.
 - (c) The committee will conduct interviews of the applicants using the same process for each. The interview will include a teaching or skills demonstration. All candidates interviewed for a particular position will go through the same process.
 - (d) The committee shall recommend at least two, unranked finalists to the campus/college President and/or designee via the Chair of the Screening Committee.
 - (e) The committee may decide that no candidates from those interviewed will be recommended as finalist, in which event the campus/college President or designee, after consultation with the screening committee, will determine whether to extend or terminate the process.
- f. Second round interviews will occur on each campus/college.
- (1) The second round committee will consist of the campus/college President, the Vice Chancellor of Academic Affairs, the campus/college Chief Instructional Officer, and Department Chair or their designee (and a discipline representative if the chair or designee is not a member of the discipline). If appropriate, the area Deans will be included.
- g. Reference calls will be made by the campus/college ~~Chief Instructional Officer~~ **President** or their designee. The Department Chair may be included in this process.
- h. Human Resources in consultation with the campus/college ~~Chief Instructional Officer~~ **President** will work to determine salary range appropriate for the offer.
6. Process of Positions Offered

- a. The campus/college ~~Chief Instructional Officer~~ **President** or their designee will make the job offer.
 - (1) The campus/college ~~Chief Instructional Officer~~ **President or their designee** will notify Human Resources that the individual has tentatively accepted the position pending salary and benefit offer.
- b. Human Resources will inform the applicant about the salary range and benefit package, and inform the campus/college **President** ~~Chief Instructional Officer~~ if the applicant has accepted the position.
 - (1) Human Resources will inform the search committee and the Office of Institutional Effectiveness that the applicant has accepted the position pending Board Approval.
- c. The Office of Institutional Effectiveness will follow-up for welcome, orientation and additional information from the District. The campus/college Chief Instructional Officer or their designee will follow up for welcome, orientation and additional information from the campus/college.

Appendix A

District Guidelines for Transmitting Faculty Position Requests

The transmitting of faculty positions shall reflect the following priorities:

- A. A program without a full-time faculty member. A program is defined as a course of study with a minimum of 18 plus units, leading to a certificate or to a degree, or a series of activities relevant to the campus/college.
- B. A discipline without a full-time faculty member.
- C. A component of a program or a segment of a discipline sufficiently focused that requires specialized faculty expertise. This could be courses already offered in the curriculum (e.g. physiological psychology) or proposed curricular needs of a discipline or program (e.g. Asian history courses)
 - 1. Consideration will be given to total hours as well as specific daytime hours taught by adjunct faculty.
 - 2. Consideration will also be given to those disciplines and programs where recruiting adjunct faculty staffing is difficult.
- D. To improve the ratio of full-time to part-time faculty teaching hours within a discipline or department; faculty needed to maintain the full-time strength of a department.
 - 1. Consideration will also be given to those disciplines and programs where recruiting adjunct faculty staffing is difficult.
- E. The availability of a uniquely qualified person. This may be related to subject expertise.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-1

Date: June 20, 2006

Subject: Proposed Agreement for GKKWORKS to Provide Design Services for the Nursing/Sciences Building

Background: In January, 2006, the District advertised for qualified architects for the Nursing/Sciences Building Project. Requests for Qualifications (RFQ's) were solicited through the American Institute of Architects list serve service. Twenty-eight responses were subsequently submitted by various architects. Facilities staff prescreened the twenty-eight submittals and did extensive reference checks. Five firms were invited for interviews.

After presentations and discussion, the Architect Review Committee, consisting of representatives from the Riverside Campus faculty, staff, and administration, and Facilities Planning, Design and Construction staff, recommended that GKKWORKS be selected for this project.

Staff therefore proposes that the District enter into an agreement (draft copy attached) with GKKWORKS to prepare plans, specifications, and working drawings for the Nursing/Sciences Building Project. The contract term would be from June 21, 2006, to the estimated project completion date of September 30, 2012, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee.

Services to be provided by GKKWORKS are for the design and construction of a new Nursing/Science Building that will be adjacent to the Riverside City College's Digital Library & Learning Resource Center on Magnolia Avenue. The design will be based upon the Nursing/Science Building FPP submittal. Services include, but are not limited to:

- Architectural documents (Schematic Drawings, Design Development and Construction Documents)
- Specifications.
- Construction administration.
- Estimates (at Schematic Drawing, Design Development and Construction Document phases).
- Renderings (one exterior and one interior).

The fee for services under this agreement would not exceed 7.75% of the construction cost, (construction cost is currently defined as that amount identified for construction in the Final Project Proposal, \$54,817,318.00). Total project cost is \$71,766,034. Staff is requesting the use of Measure C monies to fund the preliminary plans and working drawings phase in the amount of \$4,876,260.00 to cover architectural, State, community college, and consultant fees.

It is proposed that funding for this project be derived from both State and Measure C.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-1

Date: June 20, 2006

Subject: Proposed Agreement for GKKWORKS to Provide Design Services for the
Nursing/Sciences Building (continued)

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement between the Riverside Community College District and GKKWORKS to prepare plans for the Nursing/Sciences Building Project, authorize the use of Measure C funds in the amount of \$4,876,260.00 for the planning-working drawings phase of the project and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AGREEMENT BETWEEN
GKKWORKS
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 21st day of June, 2006, by and between GKKWORKS, hereinafter referred to as “Architect,” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

- A. General Provisions: This Agreement shall be governed by the laws of the State of California.
- B. Services: Architect will provide architectural and engineering services for the design of the new Nursing/Science Building at the Riverside Community College District’s Riverside City College, hereinafter referred to as “Project”. The scope of services are to include:

1.0 Understanding of Project Scope

- 1.1. The Architect agrees and understands the Project is a new two and four-story building that will house general classrooms, specialized wet and dry laboratories, a computer lab, a human patient simulator lab, meeting rooms suitable for tele-conferencing and video streaming of lectures, and offices totaling 87,196 assignable square feet and 130,566 gross square feet.

- 1.1.1 General classrooms will provide flexible space with appropriate instructional technology to serve all programs on campus.

- 1.1.2 Specialized wet and dry laboratories will provide flexible lab space with appropriate instructional technology to serve these programs on campus.

- 1.1.3 Computer lab will provide space with appropriate instructional technology to serve these programs on campus.

- 1.1.4 Meeting rooms will provide tele-conferencing and video streaming to meet the current technology and instructional technology to serve these programs on campus.

- 1.1.5 Offices will house faculty and administrative functions.

- 1.2 Architect services include the use and engagement of the following consultants:

- 1.2.1 Structural Engineer: Saiful Boquet Structural Engineers

- 1.2.2 Civil Engineer (excluding off-site improvements): KCT Engineers

- 1.2.3 Mechanical/Plumbing/Electrical Engineer: Fundament & Associates, Inc.

- 1.2.4 Landscape Architect (for construction budget scope): To be determined.
- 1.2.5 Science Lab Design Consultant: Earl Walls and Associates
- 1.2.6 Information Technology Design Consultant (for computer and communications building infrastructure): To be determined.
- 1.3 Items 1.2.1 through 1.2.6 are included in Architect's Basic Services.
- 1.4 All consultants provided under provisions of Section B.1.2, except as otherwise noted, shall be paid by the Architect. The District has approved the list of consultants as submitted in Section B.1.2. Should the Architect wish to substitute or change one of the consultants listed in B.1.2 Architect will discuss such substitution or change and secure District's agreement to the change in writing.
- 1.5 Nothing in the foregoing shall create any contractual relationship between District and any consultants employed by the Architect under the terms of this Agreement with the sole exception that the District is an intended third party beneficiary of the contracts between these consultants and Architect. Architect is responsible for the performance of its consultants as it would be if it rendered these services itself.
- 1.6 District will provide Architect with a site survey and geo-technical/soils report.
- 2.0 Pre-Design Services
- 2.1 Program Review and Program Verification
 - Architect services will include the following:
 - 2.1.1 Thoroughly review and analyze all documents, provided by District, including the Final Project Proposal (FPP) and any other programming to date. Also review the requirements of State Chancellor's Office, Department of the State Architect, and District Board of Trustees for design approval.
 - 2.1.2 Through conferences with District and the entire design team, develop a protocol for the distribution of information and general communication.
 - 2.1.3 Develop a detailed schedule for the purpose of monitoring the progress of design and maintaining District deadlines.
 - 2.2 Through conferences with District establish the final program plan verification, design and planning parameters.
- 3.0 Final Program Plan Verification
- 3.1 Architect will provide a final verified program including the following considerations:
 - 3.1.1 Reviewing Assignable Square Feet (ASF) and Gross Square Feet (GSF) space requirements.

- 3.1.2 Circulation assumptions.
 - 3.1.3 Understanding internal department adjacencies and adjacencies within departments.
 - 3.1.4 Verify location of departments.
 - 3.1.5 Visioning session to bring stakeholders together around this phase of the project and develop common vision, goals and objectives – then take them through the process of the project indicating timeframes for their individual participation in this process.
 - 3.1.6 Identify opportunities for plan enhancements (i.e.: relocating specific functions to other locations in the building to be more efficient and effective).
 - 3.1.7 Review and verification of all other information contained in FPP to include any adjustments in the State JCAF-32.
- 4.0 Schematic Design Services
- 4.1 Architect will provide the following schematic design services during this phase of the Project design:
 - 4.1.1 Utilizing the plans within the FPP refine the "conceptual" site plan(s) for review by District and the State Chancellor's Office, Department of the State Architect, and District Board of Trustees.
 - 4.1.2 If the "conceptual" site plan(s) indicate substantial construction cost variance, Architect will develop the "magnitude" construction cost estimate for each concept with a professional cost estimator.
 - 4.1.3 Provide technical assistance to District in submitting the documents required for environmental assessment and documentation.
 - 4.1.4 Based upon the approved space program and requirements, the approved site plan, and utilizing the floor plan within the FPP prepare schematic floor plans for review and approval by District.
 - 4.1.5 Through conferences with District, coordinate the functional and circulation aspects of the approved conceptual floor plans. Specific emphasis will be placed on bay spacing core design and floor plate size and shape.
 - 4.2 Architect will prepare one reproducible set of a preliminary schematic design package for District review and approval including:
 - 4.2.1 Site plan.
 - 4.2.2 Floor plans.
 - 4.2.3 Exterior elevations, and/or sketches.

- 4.2.4 Building sections.
- 4.2.5 Interior sketches.
- 4.2.6 Architect shall provide District with an Estimated Project Construction Cost based on documents submitted in this phase.
- 4.3 Upon District approval of the preliminary schematic design:
 - 4.3.1 Study alternate structural systems.
 - 4.3.2 Study alternate Heating, Ventilation and Air Conditioning (HVAC) systems and prepare an outline specification to be used by the cost estimator in establishing a construction budget.
 - 4.3.3 Study alternate plumbing systems and prepare an outline specification to be used by the cost estimator in establishing a construction budget.
 - 4.3.4 Study alternate electrical systems and prepare an outline specification to be used by the cost estimator in establishing a construction budget.
 - 4.3.5 Study alternate fire protection systems and prepare an outline specification to be used by the cost estimator in establishing a construction budget.
- 4.4 Through conferences with District select the appropriate building systems.
- 4.5 Provide technical assistance to the cost estimator in the preparation of a construction budget based upon the preliminary schematic design concept.
- 4.6 Upon District approval, refine the preliminary schematic design concept and upon review with the State Chancellor's Office, Division of the State Architect, and District Board of Trustees, make modifications as required.
- 4.7 Through conferences with District, further refine the preliminary schematic design concept and complete the final schematic design documents for final review and approval.
- 5.0 Design Development Services
 - 5.1 Architect will further refine the schematic design and the various building systems and details during design development. Services during this phase of design will include the following:
 - 5.1.1 Establish the final design for all architectural systems.
 - 5.1.2 Establish the final design for all structural systems.
 - 5.1.3 Establish the final design for HVAC systems.
 - 5.1.4 Establish the final design for plumbing systems.

- 5.1.5 Establish the final design for electrical systems.
- 5.1.6 Coordinate the requirements of Landscape Architect.
- 5.1.7 Coordinate the requirements of Civil Engineer.
- 5.1.8 Coordinate the requirements of District security system.
- 5.1.9 Coordinate the requirements of District Building Management and Maintenance Department.
- 5.1.10 Coordinate the requirements of District Telephone/Communications and Information Technology Department.
- 5.1.11 Coordinate the requirements of the Cost Estimator.
- 5.1.12 Architect shall provide District with an Estimated Project Construction Cost based on documents submitted in this phase.
- 5.1.13 Upon District approval, Architect will coordinate review of the Design Development documents with the State Chancellor's Office, Department of the State Architect, and District Board of Trustees, and make modifications as required.
- 5.1.14 Architect to prepare one reproducible set of the Design Development submittal.

6.0 Construction Documents Services

- 6.1 Architect will develop documents in Architect's standard format and level of quality and detail for the bidding and construction of the Project. Architect services will include the following:
 - 6.1.1 Prepare final architectural drawings, specifications and bidding documents.
 - 6.1.2 Prepare final structural drawings, specifications and bidding documents.
 - 6.1.3 Prepare final HVAC, plumbing, electrical drawings, specifications and bidding documents. (including the fire and safety system, but excluding security systems.)
 - 6.1.4 Prepare final landscape drawings, specifications and bidding documents.
 - 6.1.5 Prepare final site improvement civil drawings, specifications and bidding documents.
 - 6.1.6 Prepare final Information technology drawings, specifications and bidding documents.
 - 6.1.7 Coordinate the architectural, structural, HVAC, plumbing, electrical, landscape, civil, and information technology construction documents with the drawings, specifications and bidding documents prepared by the Interior

Architect and District's other Architects.

- 6.1.8 Coordinate constructability review process at 50% drawings and 90% drawings.
 - 6.1.9 Architect shall submit Construction Documents to the District for review and approval upon 50% completion, and upon Architect's determination that the documents are complete and coordinated. Architect will resubmit the documents for back check by the District after corrections are made to the final submittals.
 - 6.1.10 Upon 50%, 100%, and final back check completion of the Construction Documents, Architect shall submit to the District an Estimated Project Construction Cost.
 - 6.1.11 The Project is subject to an independent cost estimate conducted by an estimator designated by the District and at the District's expense. Architect shall provide four copies of the current Drawings and Specifications at the following points in the design process:
 - 1. End of Schematic Design phase
 - 2. End of the Design Development phase
 - 3. Construction Document phase at 50% completion
 - 4. Construction Document phase at 100% completion of correction by Architect and back check by District.
 - 6.1.12 Provide technical assistance to District in obtaining approvals from the State Chancellor's Office, Division of the State Architect, and District Board of Trustees.
 - 6.1.13 Architect shall prepare Construction Documents addressing all applicable laws, codes, rules, regulations, ordinances, and standards.
 - 6.1.14 All documents, illustrations, plans, and other presentation materials developed and prepared by the Architect under this agreement will become the property of the District.
 - 6.1.15 Architect to prepare one reproducible set of the 50% and 100% Construction Document submittal.
- 7.0 Bidding and Negotiation Services
- 7.1 Architect will assist to bid and construct the Project. These services are to include:
- 7.1.1 Provide technical assistance to District in bidding the various elements of the Construction Contract.
 - 7.1.2 Provide technical assistance to District in developing the Contract for Construction with the General Contractor.
 - 7.1.3 The Architect will provide 10 sets of bid documents to the District.

- 8.0 Construction Administration Services
- 8.1 Architect will assist the District in administering the construction process. Architect services during this phase will include the following:
 - 8.1.1 At a pre-construction meeting, establish with the General Contractor, the typical various subcontractors and District, the methods for administering the construction process.
 - 8.1.2 Provide weekly on-site observation visits by the Architect's Construction Administrator with the intention of assisting the District, and the General Contractor and in determining the General Contractor's compliance with the Contract Documents.
 - 8.1.3 Provide periodic on-site visits by a representative of the structural, HVAC, plumbing, and electrical engineers with the intention of assisting the District and the General Contractor and in determining the General Contractor's compliance with the Contract Documents.
 - 8.1.4 Provide periodic on-site visits by a representative of the landscape architect with the intention of assisting the District, and the General Contractor and in determining the General Contractor's compliance with the Contract Documents.
 - 8.1.5 Provide periodic on-site visits by a representative of the civil engineer with the intention of assisting the District, and the General Contractor and in determining the General Contractor's compliance with the Contract Documents.
 - 8.1.6 Provide periodic on-site visits by a representative of the information Technology design Architect with the intention of assisting the District, and the General Contractor and in determining the General Contractor's compliance with the Contract Documents.
 - 8.1.7 Provide the General Contractor with technical assistance in reviewing shop drawings and submittals pursuant to the industry-standard protocol set forth in AIA Document A201-1997. Review up to two (2) shop drawing submittals per item.
 - 8.1.8 Issue clarifications as required for the progress of the Project.
 - 8.1.9 Review applications for payment by the General Contractor for percentage of completion.
 - 8.1.10 Upon completion of the Project, develop, with the General Contractor and District, a final punch list of all items to be completed.
- 9.0 Post-Construction Services and Post Occupancy Services
- 9.1 Architect will assist the District in obtaining the maximum benefit and use of the new building. Architect services during this phase will include the following:

- 9.1.1 Provide thirty-two (32) hours of meetings with District during the "de-bugging/commissioning" process for the purpose of assisting District in making any necessary modifications.
 - 9.1.2 Provide two (2) training sessions (including representatives of the architectural, mechanical, plumbing, electrical and information technology staff) for the purpose of familiarizing District staff with the operations of the building components.
 - 9.1.3 Upon completion of the Project, organize CADD-generated as-built drawings based upon a record maintained and drawn by the General Contractor during the course of construction.
 - 9.1.4 Upon completion of the Project, review the equipment and maintenance manuals prepared by the General Contractor.
 - 9.1.5 Approximately six (6) months after completion of the facility, provide twenty (20) hours of meetings with District for the purpose of post occupancy review to evaluate the building's effectiveness and assist in gaining the maximum benefit of the facility.
 - 9.1.6 Approximately one (1) year after completion of the building, but before the one-year warranty has expired, inspect the facility and prepare a list for repair work by the General Contractor as stipulated in the General Conditions of the Construction Contract.
- 10.0 Fee for Architectural Services
- 10.1 The fees for services described in B sections 1 through 9 will be 7.75% of the construction costs. The initial fee will be based on the current cost estimate of \$54,817,318 as determined by the State Chancellors Office described in JCAF 32 developed for the Project.
 - 10.2 In addition to its fee, Architect, with District's prior approval, will be reimbursed at a multiple of 1.10 for all costs reasonably incurred for printing, plotting and reproduction of drawings and documents not to exceed \$42,483 (1% of Architect's fee).
 - 10.3 District agrees to pay directly all permit fees charged by authorities and that these permit fees will not be a reimbursable expense to Architect.
 - 10.4 Should there be changes to the scope of the project that affects the fee, District and Architect agree to negotiate additional fees for such scope changes and it is understood that Architect will not proceed without written and signed Authorization for Additional Services from the District.
- 11.0 Additional Services
- District understands and recognizes that Architect has available for additional compensation the following additional services:

- 11.1 Interior signage design package to include basic lobby, way finding and classroom or office numbering.
 - 11.2 Lighting Consultant.
 - 11.3 Audio Visual Consultant.
 - 11.4 Food Consultant.
 - 11.5 Acoustical Engineer.
 - 11.6 Security Consultant.
- C. Location of Services: The services outlined in Paragraph B 1-11, will be conducted at Architect's offices and at the District.
- D. Review of Services: The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction.
- E. Term: The term of this agreement shall be from June 21, 2006, to September 30, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this Agreement. Architect will use its best efforts to meet any reasonable Project schedule or milestone, but in no event will Architect be responsible for delays beyond its reasonable control.
- F. Suspension: If the Project is suspended or abandoned for more than twelve consecutive months Architect shall be compensated for all authorized services performed up to the time the District informs the Architect the Project is to be suspended.
- G. Payments: Payments in consideration of this agreement will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph B, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
- H. Payment Procedures: Invoices will be submitted monthly on a percentage of completion basis pursuant to the following schedule:
- | | |
|---|-------------|
| Schematic Design Services | <u>15</u> % |
| Design Development Services | <u>25</u> % |
| Construction Document Services | <u>35</u> % |
| Bidding and Negotiation Services | <u>4</u> % |
| Construction Administration Services | <u>20</u> % |
| Post-Construction and Post-Occupancy Services | <u>1</u> % |

Payments will be due 30 days from receipt by the District.

- I. **Property of the District:** All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Architect shall be indemnified against any damages resulting from such use. In the event Architect, following the termination of this Agreement, desires to use any such data, Architect shall first obtain approval of District's representative in writing."
- J. **Confidentiality:** All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
- K. **Indemnification:** Architect shall indemnify, defend and hold the District, its Trustees, officers, agents, and employees free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Architect, its agents, employees, and subcontractors or Architects, for property damage, bodily injury, or death or any other element of damage of any kind or nature, caused by the negligent performance of the services contemplated hereunder.. The obligations to indemnify and hold District free and harmless herein shall survive for the full duration provided for by law.
- L. **Allocation of Risk:** In light of the disparity between the Architect's fee and the potential liability for problems or alleged problems with the Project, and of the Architect's limited ability to affect the risks inherent in the Project, District agrees to limit the total aggregate liability of the Architect and Architect's sub-consultants, and their respective affiliated entities and individuals, concerning or relating to the Project on any and all legal and equitable theories and concerning any and all kinds and causes of loss to the sum of \$5,000,000.00 or the amount of the Architect's fee pursuant to this Agreement, whichever is greater.
- M. **Insurance:** Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but no limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Architect's activities as well as District's activities under this Contract. Such insurance shall name District as an additional insured with respect to this

agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

- N. Non Discrimination: Architect shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

David N. Hunt
Vice President
Director of Architecture

James L. Buysse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-2

Date: June 20, 2006

Subject: Proposed Agreements for Infrastructure Studies Project

Background: In preparation for campus long range planning and in anticipation of future project development at the District's three campuses, Facilities Planning, Design and Construction along with Information Services and College Safety and Police are initiating utility infrastructure studies comprised of surveying existing utility infrastructure, researching as-built plans, preparing base mapping, and plotting the utilities on an overall set of plans. These infrastructure studies will cover water, sewer, storm drains, gas and fire hydrants, information technology, security, and a facilities assessment update on all Riverside Community College District buildings.

Each operational department was responsible for developing a scope of work, contract negotiations, price for consultant services, and preparation of the contractual agreement with the consultant.

Facilities Planning, Design and Construction Department

Utilities: (water, sewer, storm drains, gas and fire hydrants)

Services would include researching as-built plans, editing current base topography to show recent construction, performing an analysis of exiting easements and utilities reservations, field verification, aerial photography for each campus, and site visits.

Staff proposes that the District enter into an agreement with KCT Consultants, Inc. to conduct a survey of the existing water, sewer, storm drains, gas lines, and fire hydrants at the Moreno Valley, Norco and Riverside Campuses. The contract term would be from June 21, 2006, to the estimated project completion date of June 30, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement would not exceed \$153,700.00 including reimbursable expenses. Agreement attached.

Information Services Department/Information Technologies

Services would include complete and thorough site surveys to accurately assess the layout and conditions of the existing information technologies infrastructure at all locations including inter-building and underground pathways, cabling and conduits, documentation of all findings of the site surveys, and converting raw field data into CAD format.

Staff proposes that the District enter into an agreement with P2S Engineering to conduct these surveys of the existing information systems of the Moreno Valley, Norco and Riverside Campuses. The contract term would be from July 1, 2006, to the estimated project completion date of March 21, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement would not exceed \$85,000.00 including reimbursable expenses. Agreement attached.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-2

Date: June 20, 2006

Subject: Proposed Agreements for Infrastructure Studies Project (continued)

Safety and Police Department

Security:

Services would include an alarm system review and feasibility study and Security Master Plan.

Staff proposes that the District enter into an agreement with Security By Design, Inc. to conduct the review and feasibility study. The contract term would be from June 21, 2006, to the estimated project completion date of June 30, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement would not exceed \$32,400.00 including reimbursable expenses. This Agreement is under development at the time of this writing.

Facilities Planning, Design and Construction Department

Facilities Assessment:

In 2002, the California Community College Foundation (CCCF) along with 3D/International completed a Facility Condition Assessment on all Riverside Community College District buildings at the recommendation of California Community College Chancellor's Office. (Approved at the November 19, 2002, Board of Trustees meeting, Report IV-B-1). Because the report is four years old, staff is recommending approval of a CCCF proposal to update this assessment to provide the District with current data to assist in its long range capital planning.

Services would include reassessment of all the existing District facilities including new buildings added since 2002, retraining District staff in this use of the assessment database (both COMET and the Assessment Module of FUSION); entering the inspection data into FUSION; synchronizing the assessment data with that used in the District's annual space inventory submission to the State; and attending pre and post-assessment meetings and providing training manuals.

Staff requests that the Board approve the proposal from CCCF to conduct these services. Payment in consideration of this agreement would not exceed \$28,410.00 including reimbursable expenses. Proposal attached.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-B-2

Date: June 20, 2006

Subject: Proposed Agreements for Infrastructure Studies Project (continued)

Facilities Planning, Design and Construction Department
Project Coordination:

Services would include coordination and oversight of the entire utility infrastructure project from start to finish.

Staff proposes that the District enter into an agreement with Keith Francis and Company, Inc. to conduct these services. The contract term would be from June 21, 2006, to the estimated project completion date of June 30, 2007, with the provision that this date may be extended at the discretion of the Vice Chancellor, Administration and Finance or his designee without a formal amendment to this agreement. Payment in consideration of this agreement would not exceed \$53,200.00 including reimbursable expenses. Agreement attached.

Total Infrastructure Studies Project cost: \$352,710.00

Funding Source: Measure "C"

Recommended Action: It is recommended that the Board of Trustees approve 1) the attached agreement with KCT Consultants, Inc. to conduct a survey of the existing water, sewer, storm drains, gas lines, and fire hydrants at the Moreno Valley, Norco and Riverside Campuses; 2) the attached agreement with P2S Engineering to survey and assess the existing information systems of the Moreno Valley, Norco and Riverside Campuses; 3) the attached agreement with Security By Design, Inc. to conduct the review and feasibility study and Security Master Plan; 4) the attached proposal with California Community College Foundation to update the Facility Condition Assessment of all Riverside Community College District buildings; 5) the attached agreement with Keith Francis and Company, Inc. to oversee the entire utility infrastructure project; 6) authorize the use of Measure "C" funds in the amount of \$352,710.00 to fund the Infrastructure Studies project; and 7) authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

AGREEMENT BETWEEN KCT CONSULTANTS, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 21st day of June, 2006, by and between KCT CONSULTANTS, INC., hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s).
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from June 21, 2006, to the estimated completion date of June 30, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$153,700.00 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant/Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant/Architect in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
9. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
10. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buisse
Vice Chancellor
Administration and Finance

Exhibit I

Riverside Community College District

Proposal for:

Wet Utilities Exhibit and Surveys
For

Riverside Campus
Norco Campus
Moreno Valley Campus

Task 1:

Survey and Aerial Topography: Prepare topographic mapping for use as the background information for preparing the wet utilities exhibits. The topographic mapping will include aerial photo and the site topography (ortho topography). This task will include field verification and marking of existing utility features (valve cans, manholes, etc.). The “ortho topography” will be available in digital and hard copy format.

Task 2:

Wet Utility and Easement Research: This task will research and investigate “as-built” drawing for storm drain (underground and above ground system) sewer, water, gas, electric, and telephones as well as utility easements that is within the college property.

Task 3:

Base Mapping: Using the ortho topography that was done under task 1, prepare Wet Utility Exhibit showing the utilities and easements obtained from Task 2. This task will also show the location of existing buildings, streets, parking areas, underground and above ground utilities. This Wet Utility Exhibit will be modified as needed to show future expansion (to show the location of new buildings and new utilities, etc.). In addition, a separate Utility Exhibit will be prepared (as needed) to show the existing utilities that need to be upgraded to support the additional improvement. The Wet Utility Exhibit will be available in digital and hard copy format.

Task 4:

Analysis of Existing Utilities: Prepare a report and Exhibit showing the state and the capacity of the existing wet utilities (water, sewer, and storm drain). In addition, this analysis will also include the future expansion based on the Riverside Community College District Facilities Master Plan dated October 2001 as prepared by The Steinberg Group. An estimated load demand for sewer, water, and storm drain for each expansion will be determined based on building use and square footage of the structure to analyze the existing and proposed utilities.

Miscellaneous Expenses:

Miscellaneous Expenses will include the following:

- In-house reproduction of reports and maps
- Mileage and travel expenses
- Mailing and delivery expenses

Cost:

Task 1: Survey and Aerial Topography.....	\$ 54,375.00
Task 2: Wet Utility and Easement Research.....	\$ 17,075.00
Task 3: Base Mapping	\$ 56,375.00
Task 4: Analysis of Existing Utilities	\$ 24,375.00
Miscellaneous Expenses	\$ 1,500.00
Total Cost.....	\$153,700.00

**AGREEMENT BETWEEN P2S ENGINEERING
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 1st day of July, 2006, by and between P2S Engineering, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Consultant will field survey each campus to determine and document existing IT Infrastructure including inter-building pathways (conduit, vaults) and copper and fiber optic cable systems. Electronically trace and record the path and depth of the copper and fiber optic cables. In the event that conduit exists that for whatever reasons cannot be electronically verified, Consultant shall take whatever measures deemed technically appropriate to verify and document conduit locations. Identify and label all inter-building copper and fiber optic cables associated with the voice and data networks. Prepare record drawings for all inter-building pathways for both copper and fiber optic systems. Provide conduit fill ratios, growth capability and identification of known or suspected problem areas. Inventory fiber termination panels at end points to determine strand count. Identify existing condition of pathways and cable systems including discrepancies or problem areas. Perform OTDR test on all unused fiber strands that are terminated. Provide report of survey results including status of existing conditions, problem areas, and recommendations.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s).
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Information Services.
4. The term of this agreement shall be from 07/01/2006, to the estimated completion date of 03/21/2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$ 85,000 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Information Services, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Information Services.

6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of RCCD upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. RCCD shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at RCCD's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of RCCD's representative in writing.
7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of RCCD, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder."
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or Consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or Consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or Consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
9. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

10. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District



Consultant

Kevin L. Peterson
President
P2S Engineering, Inc.

James L. Buysse
Vice Chancellor
Administration and Finance

PROPOSAL TO UPDATE THE FACILITY CONDITION ASSESSMENT FOR Riverside CCD

AMENDED

Statement of Work:

This scope of work will provide the district with updated data to assist in facility planning. The scope of this effort will include the addition of new buildings or campuses to the existing database; an escorted or unescorted inspection of approximately 910,000 SF of building space; (three campuses) retraining district staff in the use of the assessment database (both COMET and the Assessment Module of FUSION); entering the inspection data with or without assistance from the newly trained staff; synchronizing the assessment data with that used in the district's annual space inventory submission to the state; and attending pre- and post-assessment meetings and providing training manuals. If requested, district staff will also be trained in assessment procedures and methods. The work will be completed on site in 20 days which includes 2 days of travel. A computer work station with high speed internet connection will be provided by the district for this period of time. A set of drawings for all buildings in 11x17 size is also required.

Description	Units	#/Units	Cost/Unit	Total Cost
1. Campus Re-walk and Training - 10.5 Days Riverside CCD				
1 Re-walk entire campus to update assessment.	Day	9	\$1,061	\$9,545
a. Campus has approximately 910,000 SF				
2 Training with staff	Day	0.5	\$1,061	\$530
3 Travel Time	Day	1	\$1,061	\$1,061
4 Expenses				
a. Hotel	night	11	\$200	\$2,200
b. Mileage	LS	1	\$600	\$600
c. Meals	day	12	\$50	\$600
5 Manuals	copies	4	\$100	\$400
Sub total for Scope				\$14,935
2. Updating Database - 9.5 Days Riverside CCD				
1 Update COMET data base to reflect the campus walk, add new buildings, sync Comet to Fusion space inventory, review space inventory.	Day	8	\$1,061	\$8,484
2 Final meeting/discuss assessment	Day	0.5	\$1,061	\$530
3 Travel Time	Day	1	\$1,061	\$1,061
4 Expenses				
a. Hotel	night	11	\$200	\$2,200
b. Mileage	LS	1	\$600	\$600
c. Meals	day	12	\$50	\$600
Sub total for Scope				\$13,475
GRAND TOTAL: 20 Days				\$28,410

AGREEMENT BETWEEN
KEITH FRANCIS AND COMPANY, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on the 21st day of June, 2006 by and between KEITH FRANCIS AND COMPANY, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s).
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor, Facilities Planning, Design and Construction.
4. The term of this agreement shall be from June 21, 2006, to the estimated completion date of June 30, 2007, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$53,200.00 including reimbursable expenses. Payments will be made as authorized by the Associate Vice Chancellor, Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor, Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.
7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in

connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.

- 8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
- 9. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant’s activities as well as District’s activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
- 10. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Riverside Community College District

Consultant

James L. Buysse
Vice Chancellor
Administration and Finance

Exhibit I

Keith Francis & Co Inc

Project & Construction Management

SCOPE OF SERVICES

1. Assist the District in acquiring an electrical utilities consultant not currently on board.
2. Coordinate the topographic/field verified baseline plans with the project civil engineer for use by all of the infrastructure team consultants.
3. Work with the Riverside Community College District in obtaining all available as-built drawings and data as they pertain to each discipline within the team.
4. Coordinate the various disciplines together into a cohesive team to interact and work together to complete the task at hand.
5. Provide and monitor the infrastructure schedule ensuring the timely completion of each segment and the overall project.
6. Conduct regularly scheduled meetings with the various disciplines to monitor progress, schedule and inter-team coordination.
7. Coordinate with each discipline for their individual site surveys.
 - A. Orchestrate this effort at each campus with campus administration.
 - B. Oversee and verify the efforts being made to as-built the existing conditions.
8. Provide continual oversight of the progress underway by the various disciplines.
9. Coordinate with the various disciplines in regular reporting of progress.
10. Monitor and oversee the quality of the documents being provided.
11. Oversee the electronic format and print copy of the final drawings and surveys as prepared and coordinated individually and as a team.
12. Ensure that the final product is fully coordinated with the various team members and is comprehensive in content.
13. Oversee the closeout of the project and the assembly of the final product.

COMPENSATION

1. Coordination and oversight services will extend through the life of the work effort being approximately eight (8) months at a fee of \$53,200.

**AGREEMENT BETWEEN SECURITY BY DESIGN, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into on the 21st day of June 2006 by and between SECURITY BY DESIGN, INC., hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT (RCCD), hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Consultant will provide the scope of work to collect the information required to develop an approach to achieve the following Feasibility Study objectives and create a Security Master Plan.
 - a. Feasibility Study - Objectives
 - Provide immediate knowledge of all alarms occurring on the RCCD Campuses to the Riverside Community College Police Department
 - Improve the reporting capability for all types of alarm activity
 - Provide Information to the College Police Department for more effective security strategies to reduce risk to the College Community and District properties.
 - Minimize the cost to RCCD for security monitoring, response, and maintenance, while maximizing the accuracy of the alarm and surveillance functions.
 - b. Security Master Plan
 - Collaborate with the Chief of College Police to identify security objectives
 - Establishing a centralized alarm and surveillance monitoring system.
 - Upgrade and integrate district alarms.
 - Address safety concerns.
 - Conduct site survey of district locations and inventory all current alarms
 - Provide information regarding the latest and most appropriate technology to use in alarm and surveillance monitoring of district (i.e. digital cameras, keyless systems, card swipe entry etc.)
 - Review the Riverside Community College District Master Plan
 - Interview representatives from the various college departments
 - Establish appropriate Staffing Patterns for proposed monitoring
 - Provide Estimated costs for appropriate staff and proposed equipment
 - Write a security Master Plan
 - c. District Responsibilities

District will provide all as-built documentation, inventory list of all alarm panels and the associated contact points, methods of transmission to central stations,

monitoring locations and type of receivers, maintenance and repair records, alarm history, and all monitoring contracts from current vendors.

2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s).
3. The services rendered by the Consultant are subject to review by the Director, Chief of College Safety and Police.
4. The term of this agreement shall be from July 1, 2006, to the estimated completion date of September 30, 2006, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement.
5. Payment in consideration of this agreement shall not exceed \$32,400.00, including reimbursable expenses. Payments will be made as authorized by the Director, Chief of College Safety and Police and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director, Chief of College Safety and Police
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of RCCD upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. RCCD shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at RCCD's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of RCCD's representative in writing." (Note: substitute appropriate designation for Consultant/engineer for the descriptor "consultant").
7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of RCCD, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder."
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from liability incurred as a result of the services provided under this contract, based or

asserted upon any acts or omission of Consultant, its agents, employees, subcontractors and independent contractors or consultants, for property damage, bodily injury, or death (Consultant employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Consultant shall defend, at its expense, up to the value of this contract, attorney fees (attorney to be selected by District), District, its officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

9. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
10. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Security By Design, Inc. (Consultant)

Riverside Community College District

Lorna L. Chandler
CEO
Security By Design, Inc.

James L. Buysse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND DEVELOPMENT

Report No.: VI-B-3

Date: June 20, 2006

Subject: 2008-2012 Five-Year Capital Construction Plan

Background: The State Chancellor's office requires community colleges to submit annually a Five-Year Capital Construction Plan. Riverside Community College District is presenting the 2008-2012 Five-Year Capital Construction Plan and the following Initial Project Proposals (IPPs) for the Public Safety, Law Enforcement and Fire Training Learning Resource Center, and the Norco Student Support Center and Final Project Proposals (FPPs) for the Riverside School for Performing and Media Arts, Moreno Valley Phase III - Student Academic Services Facility, and Wheelock Gym - Phase II projects.

The IPPs are being presented so that the Public Safety, Law Enforcement and Fire Training Learning Resource Center and the Norco Student Support Center can enter the State queue. The FPPs are being presented as the State Chancellor's Office requires resubmission each year until a project is funded.

Recommended Action: It is recommended that the Board of Trustees approve the 2008-2012 Five-Year Construction Plan, the Initial Project Proposals for Public Safety, Law Enforcement and Fire Training Learning Resource Center, and the Norco Student Support Center, as well as the Final Project Proposals for the Riverside School for Performing and Media Arts, Moreno Valley Phase III - Student Academic Services Facility, and Wheelock Gym - Phase II and authorize their submission to the California Community Colleges Chancellor's Office.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE

Moreno Valley Campus ▪ Norco Campus ▪ Riverside Campus



Backup VI-B-3
June 20, 2006
Page 1 of 5

www.rccd.edu

June 20, 2006

THE FOLLOWING IS A TRUE AND EXACT COPY OF AN EXCERPT FROM THE AGENDA AND MINUTES OF THE RIVERSIDE COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING OF JUNE 20, 2006.

It was moved, seconded and carried that the Riverside Community College District Board of Trustees approve the Five Year Capital Construction Plan for the planning period (2008-2012) and the accompanying Final Project Proposal (FPP's) and Initial Project Proposal (IPP) and authorize the submittal of these documents to the California Community College Chancellor's Office in accordance with Education Code 81820 Et. Seq.

The Final Project Proposals (FPP's) being submitted are for the following projects:

Riverside School for Performing and Media Arts (Riverside City Campus)
Phase III Student Academic Services Facility (Moreno Valley Campus)
Physical Education Complex Phase II (Wheelock Gym) (Riverside City Campus)

The Initial Project Proposal (IPP) being submitted is for the following project:

Public Safety, Law Enforcement and Fire Training Learning Resource Center

Dr. Salvatore G. Rotella
Chancellor
Riverside Community College District

Mark Takano
President
Board of Trustees

Date: June 20, 2006

Moreno Valley Campus	16130 Lasselle Street, Moreno Valley, California 92551-2045	(951) 571-6100 Fax (951) 571-6188
Norco Campus	2001 Third Street, Norco, California 92860-2600	(951) 372-7000 Fax (951) 372-7050
Riverside Campus	4800 Magnolia Avenue, Riverside, California 92506-1299	(951) 222-8000 Fax (951) 222-8036

No.	Project	Occupancy Total Cost	Source	Schedule of Funds										
				2006/2007	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013				
13	STUDENT SUPPORT CENTER 2009/2010		Norco Center											
14	NORCO PHASE IV 2012/2013		Norco Center											
15	MORENO VALLEY CENTER - SITE DEV 2008/2009 \$5,880,000 NonState		Moreno Valley Center			(C)(P)(W) \$5,880,000								
16	NORCO CENTER-SITE DEVELOPMENT 2008/2009 \$4,880,000 NonState		Norco Center			(C)(P)(W) \$4,880,000								
17	ADA TRANSITION 2007/2008		Riverside City College											
18	UTILITY MASTER PLAN 2009/2010		Riverside City College											
19	LANDIS AUDITORIUM MODERNIZATI 2009/2010		Riverside City College											
20	TRAFFIC MASTER PLAN 2010/2011		Riverside City College											
21	WAREHOUSE 2008/2009		Norco Center											
22	NETWORK OPERATIONS CENTER (NO 2007/2008		Norco Center											
23	NETWORK OPERATIONS CENTER (NO 2007/2008		Moreno Valley Center											
24	TOYOTA PROJECT 2008/2009		Norco Center											
25	PARKING STRUCTURE 2010/2011		Moreno Valley Center											

Riverside City Campus 06/07 BOND-STATE

NO	PROJECT/CAMPUS	CATEGORY	4-YEAR BOND			NEW 4-YEAR BOND			NEW 4-YEAR BOND			
			2004/05	2005/06	2006/07	2007/08	2008/09	2009/2010	2010/2011	2011/2012	2012/2013	
	Multi-Tier Parking Structure RCC, Total: \$22,850,363 Non-State			PWCE=\$22,850,363	E							
	Quad Building Reconstruction (IPP/FPP) RCC, Total: \$13,147,000 - State	C		C=\$12,175,000	E=\$972,000	Occupy						
	Center for Primary Education (IPP/FPP) RCC Share: Total: \$7,500,000 - Non-State	B		APW=\$1,426,514	C=\$5,849,167	Occupy						
	School for Performing Arts - Phase I (IPP/FPP) RCC, Total: \$46,056,027 - State & Non-State	B/Ready A		EIR	CEQA	PW=\$8,227,913	C=\$37,828,114	E=	Occupy			
	Nursing/Sciences Building (PP/FPP) RCC, Total: \$71,766,034 State & Non-State	B/Ready A			PW=\$4,876,260	C=\$60,281,780	E=\$6,627,994	Occupy				
	Student Services Center (IPP) RCC, Total: \$						PW=\$	C=\$	Occupy			
	Physical Education Complex, Ph II (PP/FPP) RCC, Total: \$9,627,000 - State (Wheelock II)	A			PWC=\$	C	C=\$	E=\$	Occupy			
	Physical Education Complex, Ph III (PP/FPP) RCC, Total: \$	C				PW=\$	C=\$	E=	Occupy			
	District Office											
	Demo Swing Space											
	Canal Infrastructure (Cover Canal)											
	Cafeteria Remodel											
	ADA Transition II											
	Utility Master Plan											
	Traffic Master Plan											

LEGEND:

■ A = Acquisition ■ P = Preliminary Plans ■ W = Working Drawings ■ C = Construction ■ E = Equipment/Occupancy
■ - Riverside City Campus ■ - Moreno Valley Campus ■ - Norco Campus ■ - Bond Term

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No. VI-D-1

Date: June 20, 2006

Subject: Tentative Budget for 2006-2007 and Notice of Public Hearing on the
2006-2007 Budget

Background: On or before the first day of July, the District is required to develop a Tentative Budget for the ensuing fiscal year and to forward a copy to the County Superintendent of Schools. The Tentative Budget for FY 2006-2007 is attached for the Board's review and consideration. Changes to this budget will be reflected in the Final Budget which will be submitted in September for Board approval.

The essential purpose of the tentative budget is to establish spending authority for the District from July 1st of a given fiscal year until such time as a final budget is adopted by the Board of Trustees in September. This two-part budget process is necessary due to uncertainties associated with both the State budget for the coming fiscal year and the State's "Second Principal Apportionment (P2)" report for the then current fiscal year.

Additionally, it should be observed that the Riverside Community College District has adopted an approach to the Tentative Budget which yields a modified, continuing resolution budget. Thus, the Tentative Budget for fiscal 2007 reflects a continuation of the revised FY 2005-06 budget, albeit with certain modifications which are discussed in the attachment.

Additionally, in accordance with Title 5, Section 58300, the Tentative Budget must indicate the date, time and location at which the Board will hold a public hearing concerning the final budget proposal. The staff recommends that the Board set September 12, 2006, as the date for the public hearing. Also, and pursuant to Title 5, Section 58301, the final budget proposal must be made available for inspection three (3) days prior to the public hearing. We plan to use the Office of the Vice Chancellor, Administration and Finance, for this purpose. Finally, we will publish this information in The Press-Enterprise.

Recommended Action: It is recommended that the Board of Trustees approve the 2006-2007 Tentative Budget, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No. VI-D-1

Date: June 20, 2006

Subject: Tentative Budget for 2006-2007 and Notice of Public Hearing on the
2006-2007 Budget (continued)

It is also recommended that the Board of Trustees announce that: 1) the proposed 2006-2007 Budget will be available for public inspection beginning September 1, 2006, at the Office of the Vice Chancellor, Administration and Finance; and b) the public hearing will be held at 6:00 p.m. at a Board meeting on September 12, 2006, to be followed by the adoption of the 2006-2007 Budget. It is further recommended that the Board authorize the Chancellor to sign a notice relative to these dates.

Salvatore G. Rotella
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

TENTATIVE BUDGET

2006/2007 FISCAL YEAR

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 ASSUMPTIONS FOR FY 2006-2007 BASE BUDGET

1. FY 2005-2006 Ending Balance Projection
 - a. Adjustments associated with FY 2004-2005
 - i. Audit Adjustments
 - ii. P1 Recalculation
 - b. FY 2005-2006
 - i. No deficit factor.
 - ii. District Office Purchase \$4,000,000.
 - iii. Projected salary and benefit savings.
 - iv. Projected operating expense budget savings.
2. FY 2006-2007 Baseline Budget
 - a. Equalization is the Compromise Formula \$5,866,834.
 - b. COLA at 5.92%.
 - c. No FTES growth is assumed.
 - d. No deficit factor.
3. Ending Balance Target
 - a. 5% Reserve amount was calculated on Total Available Funds.
 - b. First item funded from Total Available Funds.
 - c. Other Fund 11 Resources were included in the calculation.
4. FY 2006-2007 Expenditure Adjustments

Expenditure Adjustments Include:

District Office Purchase	\$ (4,000,000)
Remodel Projects augmentation decrease	(450,000)
Capital Equipment augmentation decrease	(450,000)
Instructional Equipment augmentation decrease	(250,000)
New Tenure Track Faculty Positions (10)	1,020,000
Part Time Faculty Increase	1,650,000
Board Election Costs	600,000
Jurupa / Rubidoux College Program	479,316
Positions for New Nursing Grants	203,882
Compensation increases (COLA + 2%, Fixed Charges, Step & Column, Professional Growth)	7,509,330
Health and Welfare Benefits – 10% Increase	1,000,000
Instructional Support & New Classified Positions	1,535,389

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 TENTATIVE BUDGET SUMMARY OF AVAILABLE FUNDS
 2006-2007

<u>Fund / Resource</u>	<u>Description</u>	<u>2005-2006 Adopted Budget</u>	<u>2006-2007 Tentative Budget</u>
	<u>District</u>		
<u>General Funds</u>			
<u>Unrestricted - Fund 11</u>			
<u>Resource</u>			
1000	General	\$ 128,148,123	\$ 141,646,462
1080	Community Education	1,141,301	1,201,020
1090	Performance Riverside	372,764	256,759
1110	Bookstore (Contractor-Operated)	930,777	935,941
1170	Customized Solutions	<u>1,151,073</u>	<u>939,220</u>
	Total Unrestricted General Funds	<u>131,744,038</u>	<u>144,979,402</u>
<u>Restricted Fund 12</u>			
<u>Resource</u>			
1050	Parking	3,046,285	2,655,927
1070	Student Health	1,068,659	1,524,932
1180	Redevelopment Pass-Through	2,842,396	3,350,387
1190	Grants and Categorical Programs	<u>19,889,336</u>	<u>20,643,424</u>
	Total Restricted General Funds	<u>26,846,676</u>	<u>28,174,670</u>
	Total General Funds	<u>158,590,714</u>	<u>173,154,072</u>
<u>Special Revenue - Funds 32 & 33</u>			
<u>Resource</u>			
3200	Food Services	1,913,479	1,749,137
3300	Child Care	<u>1,255,455</u>	<u>1,400,428</u>
	Total Special Revenue Funds	<u>3,168,934</u>	<u>3,149,565</u>
<u>Capital Projects - Fund 41</u>			
<u>Resource</u>			
4100	State Construction & Scheduled Maintenance	13,331,931	10,641,509
4110	Child Development Center	47,911	49,026
4120	Non-State Funded Capital Outlay Projects	685	525
4130	La Sierra Capital	6,336,030	11,213,962
4150	Self-Funded Equipment and Facility Projects	1,123,870	11,709
4160	General Obligation Bond Funded Capital Outlay	<u>51,982,712</u>	<u>42,180,831</u>
	Total Capital Projects Funds	<u>72,823,139</u>	<u>64,097,562</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 TENTATIVE BUDGET SUMMARY OF AVAILABLE FUNDS
 2006-2007

<u>Fund / Resource</u>	<u>Description</u>	<u>2005-2006 Adopted Budget</u>	<u>2006-2007 Tentative Budget</u>
<u>Internal Service Fund - 61</u>			
<u>Resource</u>			
6100	Health and Liability Self-Insurance	4,800,888	5,405,886
6110	Workers Compensation Self-Insurance	<u>1,864,265</u>	<u>1,940,233</u>
	Total Internal Service Funds	<u>6,665,153</u>	<u>7,346,119</u>
	Total District Funds	<u>\$ 241,247,940</u>	<u>\$ 247,747,318</u>
<u>Expendable Trust and Agency</u>			
<u>Student Financial Aid Accounts</u>			
	Student Federal Grants	\$ 13,792,512	\$ 14,227,610
	State of California Student Grants	<u>1,300,000</u>	<u>1,400,000</u>
	Total Student Financial Aid Accounts	<u>15,092,512</u>	<u>15,627,610</u>
<u>Other Account</u>			
	Associated Students of RCC	<u>1,643,784</u>	<u>1,734,588</u>
	Total Expendable Trust and Agency	<u>\$ 16,736,296</u>	<u>\$ 17,362,198</u>
	Grand Total	<u>\$ 257,984,236</u>	<u>\$ 265,109,516</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - INCOME

TENTATIVE OPERATING BUDGET
 2006-007

Estimated Beginning Balance, July 1		\$ 12,979,299
Federal Income		
Student Financial Aid Adm. Fees	\$ 104,202	
Veterans Report Fee	<u>5,457</u>	
Total Federal Income		109,659
State General Apportionment		
General Apportionment	73,280,260	
Equalization Apportionment	5,866,834	
Homeowner's Prop Tax Exemption	<u>514,800</u>	
Total State General Apportionment		79,661,894
Other State Income		
Board Financial Assistant Program	125,732	
Lottery	2,979,272	
Part-Time Faculty Compensation	1,083,773	
Pat-Time Faculty Insurance & Office Hours	<u>151,729</u>	
Total Other State Income		4,340,506
Local Income		
Secured Property Taxes	22,758,341	
Supplemental Property Taxes	720,389	
Unsecured Property Taxes	1,167,534	
Prior Year Property Taxes	1,753,736	
ERAF	5,698,015	
Food Sales / Commissions	96,000	
Interest	385,000	
Enrollment Fees	8,762,780	
Nonresident Student Fees	1,444,126	
Nonresident Student Processing Fees	121,591	
Cosmetology & Other Sales	115,816	
Transcripts/Late Application Fees/Library Fines, etc.	161,848	
Leases and Rental Income	159,743	
Donations	116,550	
Miscellaneous Local Income	<u>363,336</u>	
Total Local Income		43,824,805
Other/Incoming Transfers		
Sales - Obsolete Equipment	6,439	
Resource 1110 - Bookstore (Contractor-Operated)	450,000	
Resource 4150 - Self-Funded Equip. & Facility Proj.	11,709	
Indirect Costs Recovery	<u>262,151</u>	
Total Other/Incoming Transfers		<u>730,299</u>
Total Income		\$ 128,667,163
Total Available Funds		<u>\$ 141,646,462</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - EXPENDITURES

TENTATIVE OPERATING BUDGET
 2006-2007

Object Code

1100	Regular Full-Time Teaching	\$ 25,536,382	
1200	Regular Full-Time Non-Teaching	11,260,326	
1300	Part-Time Hourly Teaching and Overload	24,411,517	
1400	Part-Time Hourly Non-Teaching	<u>1,254,463</u>	
	Total Academic Salaries		\$ 62,462,688
2100	Regular Full-Time and Part-Time Classified	24,990,748	
2200	Regular Full-Time Instructional aides	2,062,477	
2300	Student Help Non-Instructional and Classified Overtime	855,809	
2400	Student Help Instructional Aides	<u>238,403</u>	
	Total Classified Salaries		28,147,437
3000	Employee Benefits		23,370,388
4000	Books and Supplies		2,346,228
5000	Services and Operating Expenditures		12,566,313
6000	Capital Outlay		1,130,234
7300	Interfund Transfers		
	To Resource 3300	220,000	
	To Resource 6100	<u>250,000</u>	
	Total Interfund Transfers		470,000
8999	Intrafund Transfers		
	College Work Study (Resource 1190)	139,605	
	Customized Training (Resource 1170)	173,470	
	DSP&S (Resource 1190)	665,157	
	Instructional Equipment Match (Resource 1190)	263,574	
	Matriculation (Resource 1190)	273,213	
	Performance Riverside (Resource 1090)	<u>193,257</u>	
	Total Intrafund Transfers		<u>1,708,276</u>
	Total Resource 1000 Expenditures Excluding Contingency		\$ 132,201,564
7900	Unrestricted Reserve	8,544,898	
	General Reserve	<u>900,000</u>	
	* Total Contingency / Reserves		<u>9,444,898</u>
	Total Resource 1000 Expenditures Including Contingency / Reserves		<u>\$ 141,646,462</u>

* The Resource 1000 5% Contingency was calculated in accordance with Board Policy 7080, by taking into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1117) and factoring in the deficit for Resource 1090. The calculated 5% Contingency for Resource 1000 is \$7,764,261

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 12, RESOURCE 1050 - PARKING

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		\$	755,597
Local Income			
Interest	\$	25,000	
Parking Fees		1,538,000	
Parking Fines		<u>337,330</u>	
Total Local Income			<u>1,900,330</u>
Total Available Funds		\$	<u>2,655,927</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	1,443,206
3000	Employee Benefits		430,406
4000	Book and Supplies		91,900
5000	Services and Operating Expenditures		287,271
6000	Capital Outlay		52,000
7900	* Contingency / Reserve		<u>351,144</u>
	Total Resource 1050 Expenditures Including Contingency / Reserves	\$	<u>2,655,927</u>

* 5% Contingency reserve calculated from TAF equals \$ 132,796

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 12, RESOURCE 1070 - STUDENT HEALTH

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		\$	655,116
Local Income			
Health Fees	\$	824,990	
Interest		14,000	
Other		<u>30,826</u>	
Total Local Income			<u>869,816</u>
Total Available Funds		\$	<u>1,524,932</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	140,413
2000	Classified Salaries		402,383
3000	Employee Benefits		100,045
4000	Book and Supplies		81,339
5000	Services and Operating Expenditures		177,652
6000	Capital Outlay		53,640
7900	* Contingency / Reserves		<u>569,460</u>
	Total Resource 1070 Expenditures Including Contingency / Reserves	\$	<u>1,524,932</u>

* 5% Contingency reserve calculated from TAF equals \$ 76,247

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 11, RESOURCE 1080 - COMMUNITY EDUCATION

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		\$	136,216
Local Income			
Community Activities Program Fees	\$	1,058,924	
Interest		5,380	
Other Local Revenue		<u>500</u>	
Total Local Income			<u>1,064,804</u>
Total Available Funds		\$	<u>1,201,020</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	3,842
2000	Classified Salaries		368,757
3000	Employee Benefits		69,097
4000	Book and Supplies		17,400
5000	Services and Operating Expenditures		573,618
6000	Capital Outlay		13,650
7900	* Contingency / Reserves		<u>154,656</u>
	Total Resource 1080 Expenditures Including Contingency / Reserves	\$	<u>1,201,020</u>

* 5% Contingency reserve calculated from TAF equals \$ 60,051

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 11, RESOURCE 1090 - PERFORMANCE RIVERSIDE

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1		\$ (647,173)
Local Income		
Ticket Sales	\$ 710,675	
Intrafund Transfer from Resource 1000	<u>193,257</u>	
Total Income		<u>903,932</u>
Total Available Funds		<u>\$ 256,759</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 290,481
3000	Employee Benefits	89,134
4000	Book and Supplies	36,088
5000	Services and Operating Expenditures	531,917
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1090 Expenditures Including Contingency / Reserves	<u>\$ 947,620</u>
	Resource Deficit	\$ (690,861)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 11, RESOURCE 1110 - BOOKSTORE (CONTRACTOR-OPERATED)

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		\$	92,797
Local Income			
Commissions	\$	838,144	
Interest		<u>5,000</u>	
Total Local Income			<u>843,144</u>
Total Available Funds		\$	<u>935,941</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$	31,050
7390	Interfund Transfer to Resource 3200		356,930
8999	Intrafund Transfer to Resource 1000		450,000
7900	* Contingency / Reserves		<u>97,961</u>
	Total Resource 1110 Expenditures Including Contingency / Reserves	\$	<u>935,941</u>

* 5% Contingency reserve calculated from TAF equals \$ 46,797

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 11, RESOURCE 1170 - CUSTOMIZED SOLUTIONS

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		\$	246,361
State Income			
ETP Retraining			167,600
Local Income			
Contract Revenue			
ACT	\$	4,000	
City of Corona		22,000	
City of Moreno Valley		3,000	
City of Riverside Human Resources		53,475	
CMTC Employment Training Panel		191,994	
GSA San Geronio Council		3,000	
Luxfur		20,000	
North American Stainless		1,250	
Raytheon		20,000	
Timberland		5,000	
Estimated Future Contracts		<u>28,070</u>	
Total Local Income			351,789
Intrafund Transfer from Resource 1000			<u>173,470</u>
Total Available Income		\$	<u>939,220</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	27,544
2000	Classified Salaries		181,008
3000	Employee Benefits		66,522
4000	Book and Supplies		41,826
5000	Services and Operating Expenditures		282,284
7910	* Contingency / Reserves		<u>340,036</u>
	Total Resource 1170 Expenditures Including Contingency / Reserves	\$	<u>939,220</u>

* 5% Contingency reserve calculated from TAF equals \$ 46,961

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 12, RESOURCE 1180 - REDEVELOPMENT PASS-THROUGH

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1		\$ 2,679,287
Local Income		
Interest	\$ 53,100	
Redevelopment Agency Agreements	<u>618,000</u>	
Total Local Income		<u>671,100</u>
Total Available Income		<u>\$ 3,350,387</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 156,100
7900	* Contingency / Reserves	<u>3,194,287</u>
	Total Resource 1180 Expenditures Including Contingency/Reserves	<u>\$ 3,350,387</u>

* 5% Contingency reserve calculated from TAF equals \$ 167,519

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME

TENTATIVE OPERATING BUDGET
 2006-2007

Estimated Beginning Balance, July 1		\$	-
Federal Income			
Americorp/Service Learning	\$	46,103	
Americorp Alert		67,706	
ATE-Adv Tech Ed-NSF		292,817	
CalWorks Program		122,346	
Career Ladder Nursing Education		300,954	
Child Care Access		212,976	
CSEM Computer Sci, Engr & Math		118,112	
Foster & Kinship Care		78,177	
Fund for Improvement Post Secondary Ed		210,311	
Gateway to College		218,760	
Gear Up		818,550	
Independent Living		10,200	
JFK Middle College High School		53,822	
Marketing Dev. Cooperator Program		42,407	
New Visions Lifelong Learning		96,988	
Post-Emancipation Services		52,150	
Pre-Emancipation Services		133,000	
Procurement Assistance		368,000	
Riverside County Emancipation Services		762,376	
Riverside School of Arts Planning		349,532	
S.A.F.E.		7,550	
Student Support Services TRIO Norco		340,659	
Talent Search TRIO Moreno Valley		248,674	
Talent Search TRIO Norco		286,756	
TANF 50%		117,864	
Title V Chaffey Community College		516,921	
Title V Moreno Valley		527,477	
Title V Norco		648,892	
Title V Riverside		560,543	
Title VI Global Logistics Program		89,548	
Tri-Tech Small Business Development		194,012	
UCR / TQE Grant		178,217	
Upward Bound TRIO Norco		398,833	
VATEA		1,025,660	
VATEA Tech Prep		201,444	
VATEA Title IIA State Leadership		168,000	
Workability Grant		<u>228,629</u>	
Total Federal Income			10,094,966
State Income			
Assoc. Degree Nursing Program		68,252	
BOG Financial Aid Administration		203,390	
BFAP Augmentation		747,511	
CACT		178,875	
CalWorks		512,608	
Center for International Trade Development		178,875	
CITD Leadership Grant		152,500	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME (continued)

TENTATIVE OPERATING BUDGET
 2006-2007

DSP&S Allocation	1,409,054	
EOPS - CARE	87,552	
EOPS Allocation	679,914	
Faculty and Staff Diversity (including carryover)	85,701	
Foster & Kinship Care Education	66,595	
Hazardous Materials Program	91,302	
Instructional Equipment	635,663	
Lottery	691,191	
Matriculation	1,061,948	
Middle College	136,769	
Nursing Capacity Building Program	179,290	
Nursing Capacity Building Program Expansion FP2	277,750	
Nursing Capacity Building Renovation	299,406	
Nursing Capacity Building Renovation FP2	277,750	
Physican Assistant Base Program Song Brown	69,836	
RCCFC Faculty / Staff Training	18,583	
Song Brown Registered Nursing	132,524	
Telecommunications Technology Grant	56,397	
VTEA Economic Development	<u>42,000</u>	
 Total State Income		8,341,236
 Local Income		
CACT Seminars	52,141	
CITD Conferences	12,110	
4Faculty Web Services	59,000	
Gateway to College	369,142	
MDCP	7,500	
Nuview Bridge	184,031	
PAC- Seminars	24,142	
RCFH Oral Health	3,607	
Riverside County Board of Supervisors	24,028	
Spanish Language Cultural Imersion	2,000	
Tri-Tech SBCD Seminars	15,000	
Tri-Tech SBCD Cash Match	111,506	
West Ed Paraprofessional	<u>1,466</u>	
 Total Local Income		865,673
 Interfund and Intrafund Transfers		
Instructional Equipment Match (from Resource 1000)	263,574	
DSP&S Match/Over (from Resource 1000)	665,157	
HEW CWS Match (from Resource 1000)	139,605	
Matriculation (from Resource 1000)	<u>273,213</u>	
 Total Interfund and Intrafund Transfers		<u>1,341,549</u>
 Total Income		<u>20,643,424</u>
 Total Available Funds		<u>\$ 20,643,424</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - EXPENDITURES

TENTATIVE OPERATING BUDGET
2006-2007

<u>Object Code</u>		<u>Expenditures</u>
1000	Academic Salaries	\$ 3,848,595
2000	Classified Salaries	6,067,924
3000	Employee Benefits	2,902,465
4000	Book and Supplies	1,495,651
5000	Services and Operating Expenditures	3,762,680
6000	Capital Outlay	2,166,827
7500	Scholarships	136,125
7600	Book Grants / Bus Passes	263,157
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1190 Expenditures Including Contingency / Reserves	<u>\$ 20,643,424</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 32, RESOURCE 3200 - FOOD SERVICES

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		<u>\$ 316,407</u>
Local Income		
Food Service Sales - Cafeteria	\$ 790,000	
Catering	125,000	
Commissions	53,800	
Pepsi Support	100,000	
Interest	<u>7,000</u>	
Total Local Income		1,075,800
Interfund Transfer From Resource 1110 - Bookstore Fund		<u>356,930</u>
Total Income		<u>1,432,730</u>
Total Available Funds		<u>\$ 1,749,137</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 632,979
3000	Employee Benefits	268,223
4000	Books and Supplies	669,541
5000	Services and Operating Expenditures	90,937
7900	* Contingency / Reserves	<u>87,457</u>
Total Resource 3200 Expenditures Including Contingency / Reserves		<u>\$ 1,749,137</u>

* 5% Contingency reserve calculated from TAF equals \$ 87,457

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 33, RESOURCE 3300 - CHILD CARE

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		\$ 71,285
Federal Income		
Lunch Program		10,000
State Income		
Tax Bailout Funds	\$ 137,327	
State Lunch Program	<u>491</u>	
Total State Income		137,818
Local Income		
Parent Fees - Riverside	\$ 479,442	
Parent Fees - Moreno Valley	289,442	
Parent Fees - Norco	190,941	
Interest Income	<u>1,500</u>	
Total Local Income		961,325
Interfund Transfer from Resource 1000 - General Fund		<u>220,000</u>
Total Income		<u>1,329,143</u>
Total Available Funds		<u>\$ 1,400,428</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 838,663
2000	Classified Salaries	178,298
3000	Employee Benefits	205,574
4000	Books and Supplies	51,013
5000	Services and Operating Expenditures	53,030
6000	Capital Outlay	2,019
7900	* Contingency / Reserves	<u>71,831</u>
	Total Resource 3300 Expenditures Including Contingency / Reserves	<u>\$ 1,400,428</u>

* 5% Contingency reserve calculated from TAF equals \$ 70,021

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 FUND 41, RESOURCE 4100 - STATE CONSTRUCTION / SCHEDULED MAINTENANCE

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		<u>\$ 642,787</u>
State Income		
Quad Modernization Project	\$ 9,912,086	
Martin Luther King Library Remodel	18,403	
ECS Moreno Valley Equipment	43,246	
ECS Norco Equipment	<u>23,774</u>	
Total State Income		9,997,509
Local Income		
Interest Income		<u>1,213</u>
Total Income		<u>9,998,722</u>
Total Available Funds		<u>\$ 10,641,509</u>

EXPENDITURES

Object Code

4000	Books and Supplies	\$ 6,641
5000	Services and Operating Expenditures	6,450
6000	Capital Outlay	10,628,418
7900	Contingency / Reserves	<u>-</u>
	Total Resource 4100 Expenditures Including Contingency/Reserves	<u>\$ 10,641,509</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4110 - CHILD DEVELOPMENT CENTER

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1	\$	47,826
Local Income		<u>1,200</u>
Total Available Funds	\$	<u>49,026</u>

EXPENDITURES

Object Code

6000	Capital Outlay	\$	49,026
7900	Contingency / Reserves		<u>-</u>
	Total Resource 4110 Expenditures Including Contingency / Reserves	\$	<u>49,026</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4120 - NON-STATE FUNDED CAPITAL OUTLAY PROJECTS

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1	\$	500
Local Income		<u>25</u>
Total Available Funds	\$	<u>525</u>

EXPENDITURES

Object Code

7900	Contingency / Reserves	\$	<u>525</u>
	Total Resource 4120 Expenditures Including Contingency / Reserves	\$	<u>525</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4130 - LA SIERRA CAPITAL

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1	\$ 10,772,962
Local Income	<u>441,000</u>
Total Available Funds	<u>\$ 11,213,962</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 18,893
6000	Capital Outlay	2,278,214
7920	Contingency / Reserves	<u>8,916,855</u>
	Total Resource 4130 Expenditures Including Contingency / Reserves	<u>\$ 11,213,962</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4150 - SELF-FUNDED EQUIPMENT & FACILITY PROJECTS

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1	\$ 11,709
Total Available Funds	<u>\$ 11,709</u>

EXPENDITURES

Object Code

7310	Interfund Transfer to Resource 1000	\$ 11,709
7920	Contingency / Reserves	<u>-</u>
	Total Resource 4150 Expenditures Including Contingency / Reserves	<u>\$ 11,709</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 41, RESOURCE 4160 - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1	\$ 40,980,831
Local Income	
Interest	<u>1,200,000</u>
Total Available Funds	<u>\$ 42,180,831</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 147,834
3000	Employee Benefits	55,545
4000	Books and Supplies	21,869
5000	Services and Operating Expenses	311,407
6000	Capital Outlay	21,327,845
7910	Contingency / Reserves	<u>20,316,331</u>
	Total Resource 4160 Expenditures Including Contingency / Reserves	<u>\$ 42,180,831</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 61, RESOURCE 6100 - HEALTH & LIABILITY SELF-INSURANCE

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1		\$ 786,718
Local Income		
Interest	\$ 48,000	
Self Insurance Health Plan	<u>4,321,168</u>	
Total Local Income		4,369,168
Interfund Transfer from Resource 1000 - General Fund		<u>250,000</u>
Total Income		<u>4,619,168</u>
Total Available Funds		<u>\$ 5,405,886</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 161,673
3000	Employee Benefits	54,964
4000	Book and Supplies	3,900
5000	Services and Operating Expenditures	4,094,050
6000	Capital Outlay	80,000
7900	Contingency / Reserves	<u>1,011,299</u>
	Total Resource 6100 Expenditures Including Contingency / Reserves	<u>\$ 5,405,886</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FUND 61, RESOURCE 6110 - WORKERS COMPENSATION SELF-INSURANCE

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1		\$	687,798
Local Income			
Interest	\$	53,000	
Workers Compensation Premiums		<u>1,199,435</u>	
Total Local Income			<u>1,252,435</u>
Total Available Funds		\$	<u>1,940,233</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	58,508
3000	Employee Benefits		22,826
4000	Books and Supplies		620
5000	Services and Operating Expenditures		1,174,880
7900	Contingency / Reserves		<u>683,399</u>
	Total Resource 6110 Expenditures Including Contingency / Reserves	\$	<u>1,940,233</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STUDENT FEDERAL GRANTS

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1		\$	-
Federal Income			
PELL Student Grants and Book Waivers	\$	13,000,000	
FSEOG Student Grants and Book Waivers		641,273	
Federal Work Study		<u>586,337</u>	
Total Federal Income			<u>14,227,610</u>
Total Available Funds		\$	<u>14,227,610</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$	<u>14,227,610</u>
	Total Student Federal Grants	\$	<u>14,227,610</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
STATE OF CALIFORNIA STUDENT GRANTS

TENTATIVE OPERATING BUDGET
2006-2007

INCOME

Estimated Beginning Balance, July 1	\$	-
State Income		
Cal Grant B and C		<u>1,400,000</u>
Total Available Funds	\$	<u>1,400,000</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$	<u>1,400,000</u>
	Total State of California Student Grants Account	\$	<u>1,400,000</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 ASSOCIATED STUDENTS OF RCC

TENTATIVE OPERATING BUDGET
 2006-2007

INCOME

Estimated Beginning Balance, July 1		\$ 1,133,588
Local Income		
Student Fees	\$ 545,000	
Interest	45,000	
Athletic Events	6,500	
Telephone Commission	<u>4,500</u>	
Total Local Income		<u>601,000</u>
Total Available Funds		<u>\$ 1,734,588</u>

EXPENDITURES

Special Program Code

900	ASRCC Operations/Special Events	\$ 39,300	
911	Riverside Special Events	47,925	
921	Norco Operations/Special Events	24,505	
931	Moreno Valley Special Events	24,943	
912	Riverside Interclub Council	5,300	
922	Norco Interclub Council	12,725	
932	Moreno Valley Interclub Council	3,650	
913	Riverside MCAC	6,500	
923	Norco MCAC	-	
933	Moreno Valley MCAC	3,000	
914	Riverside Club Special Events	39,751	
915	Riverside Board of Commissioners	6,300	
924	Norco Club Special Events	8,800	
934	Moreno Valley Club Special Events	6,871	
926	Norco Government Branches	200	
905	Organizations Funding	137,680	
906	Athletics	231,700	
907	Norco Commissioners	<u>1,850</u>	
	Total Expenditures		\$ 601,000
	Contingency / Reserve		<u>1,133,588</u>
	Total Associated Students of RCC Expenditures, including Contingency / Reserve		<u>\$ 1,734,588</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-2

Date: June 20, 2006

Subject: Construction Management Services

Background: In April 2006, the District advertised Request for Qualifications (RFQs) for construction management services to assist Riverside Community College District in managing and executing construction projects. Over 30 inquiries were received, and twenty-one responses were subsequently submitted by various companies. Facilities Planning, Design and Construction staff prescreened the twenty-one submittals and conducted reference checks. Eight firms were invited for interviews based on their team profile, team experience within the community college system, experience with DSA, and type of delivery methods such as design bid build, design build, multiple prime and CM at risk.

After presentations and discussion, the construction management review committee, recommends that the five firms listed below be approved for hire for the next five years on an individual basis when needed to execute projects. Individual contracts reflecting their assignment will be brought forward for Board approval prior to the commencement of work on a project.

Barnhart, Inc.
C.W. Driver
GKK Works
Keith Francis & Co., Inc.
ProWest Constructors

Recommended Action: It is recommended that the Board of Trustees approve the five firms for hire for the next five years on an individual basis when needed to execute projects.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-3

Date: June 20, 2006

Subject: Amendment to Agreements - Center for Primary Education: Proposed Lease-Lease Back Arrangement with Neff Construction, Inc. and Proposed Measure C Budget for Planning, Site Work and Construction, Guaranteed Maximum Price (GMP)

Background: On January 24, 2006, staff recommended, and the Board approved, a Lease-Lease Back arrangement with Neff Construction, Inc. for the construction of the Center for Primary Education, a partnership project with the Alvord Unified School District. The Board also approved the use of \$5 million in Measure C funds to fund Riverside Community College District's share of the total estimated project cost not covered by its 50% share of the Governor's Grant. Additionally, staff informed the Board at that time that it would be necessary to request amendments to the Construction Services agreement and the Sublease Agreement once the final Guaranteed Maximum Price (GMP) was established by bidding the project. Neff Construction has now secured construction bids and established the final GMP for the project based on those bids.

Originally, RCCD's share of the project was estimated at \$7.44 million. As bid, RCCD's share of the total project GMP would now be \$8,216,737, an increase of \$772,105. RCCD's consultant, ProWest Constructors, has examined the bid results and calculated the total project cost at \$376.59 per square foot. They have stated, "This cost per square foot is congruent with current market conditions, and I would recommend that the Riverside Community College District proceed with the project."

ProWest has also cited a concern that the budget includes only a 3.8% construction contingency. ProWest is therefore suggesting that the construction contingency be increased to 5% of the construction cost. This would bring the District's total project cost to \$8,297,737. To proceed with the project, staff recommends increasing Measure C funding for the project in the amount of \$853,105 over that approved at the January 25, 2006 Board meeting.

Recommended Action: It is recommended that the Board of Trustees approve the amendments to the Construction Services and Sublease agreements for a Guaranteed Maximum Price (GMP) of \$8,297,737.00, including an increase in the construction contingency of \$81,000; and authorize the Vice Chancellor, Administration and Finance to sign the amendments.

Salvatore G. Rotella
Chancellor

Prepared by: Dr. James Buysse
Vice Chancellor and Finance and
Aan Tan, Associate Vice Chancellor
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FINANCE AND AUDIT

Report No.: VI-D-4

Date: June 20, 2006

Subject: Change Orders – Quad Modernization Project

Background: On November 15, 2005, the Board of Trustees awarded a contract with ASR Constructors, Inc. for the modernization and construction of the Quadrangle building at the Riverside City College Campus in the amount of \$13,020,000.00.

Staff is now requesting that the Board approve converting 31 office spaces back into seven classrooms and redesigning of the lecture hall stage. This conversion would provide greater efficiency by maximizing classroom space. The redesign of the Lecture Hall on the first floor would maximize space on the stage, open up the vestibule for a roomier and spacious area and add double doors to the Southwest entrance to this room.

The projected total cost for these two change orders on the Quad Modernization Project is \$975,000.00, approximately \$900,000.00 for the classroom/faculty offices component and \$75,000.00 for the lecture hall.

Funding for these change orders would come from Measure “C.”

Recommended Action: It is recommended that the Board of Trustees approve the change orders for the Quad Modernization Project in the amount of \$975,000.00 and authorize the Vice Chancellor of Administration and Finance to sign the change orders.

Salvatore G. Rotella
Chancellor

Prepared by: Aan Tan
Associate Vice Chancellor
Facilities Planning, Design and Construction

MINUTES OF THE BOARD OF TRUSTEES
ACADEMIC AFFAIRS AND STUDENT SERVICES COMMITTEE
MAY 9, 2006

Chairperson Medina called the committee to order at 5:35 p.m., in Board Room AD122, in the O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Chairperson
Dr. Salvatore G. Rotella, Chancellor
Dr. Linda Lacy, Vice Chancellor, Student Services/Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus (arrived at 5:45 p.m.)
Dr. Richard Tworek, President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)
Mr. Richard Mahon, Academic Senate Representative (Riverside Campus)
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Ms. Lorraine Anderson, District Dean, Admissions and Records
Dr. Lisa Conyers, Dean, Instruction, Moreno Valley Campus
Dr. Bill Vincent, Dean, Public Safety Education and Training,
PSET/Ben Clark Training Center
Mr. Ron Vito, Dean, Occupational Education

Dr. Lacy reviewed the revised regulations to update the use of District facilities that will be presented to the Board of Trustees for approval at the May 16th regular meeting. Discussion followed.

Revised Regulations for Use
of Facilities – Policy and
Regulations 8005 – Second
Reading

Ms. Anderson led the review of the revised regulations to update student fees. Revisions were suggested and will be incorporated before they are presented for first reading to the Board of Trustees at the May 16th meeting. Discussion followed.

Revised Regulations for
Student Fees – Policy and
Regulations 6042 – First
Reading

Dr. Vincent led the review of the agreement for Public Safety Initiative Phase II at Ben Clark Training Center being presented to the Board for approval at the May 16th regular meeting. Discussion followed.

Agreement with Michael G.
Dolence and Associates

Dr. Conyers explained that the codicil to clarify the funding for the Nuview Bridge Early College High School will also be presented to the Board for approval at the May 16th regular meeting. Discussion followed.

Codicil to Memorandum of Understanding with Nuview Union School District

Mr. Vito presented the committee with an information report on the proposed Toyota Training Center Project, explaining that the Toyota Motor Company may choose to locate all their District programs at the Norco Campus. Discussion followed.

Toyota Training Center Project

The committee adjourned the meeting at 6:16 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
PLANNING AND DEVELOPMENT COMMITTEE MEETING OF
MAY 9, 2006

Chairperson Figueroa called the committee to order at 6:23 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Ms. Mary Figueroa, Chairperson
Ms. Kathleen Daley, Board Member
Mr. Jose Medina, Board Vice President
Mr. Mark Takano, Board President
Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Daniel Castro, President, Riverside City College
Dr. Brenda Davis, President, Norco Campus
Dr. Richard Tworek, President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley)
Mr. Mark Carpenter, CTA Representative
Mr. Hector Gonzalez, ASRCC Student Representative
Ms. Ginny Haguewood, CSEA Representative
Dr. Richard Mahon, Academic Senate Representative (Riverside)
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)

Resource Persons Present

Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Mr. Aan Tan, Associate Vice Chancellor, Facilities

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Dr. Buysse introduced Mr. Tan who led the committee review of the report on the District's five year capital construction plan that is slated to be submitted again to the committee and then the full Board in June 2006. Discussion followed.

2008-2012 FIVE-YEAR CAPITAL
CONSTRUCTION PLAN

The committee adjourned the meeting at 6:43 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
FINANCE AND AUDIT COMMITTEE MEETING OF
MAY 9, 2006

Chairperson Daley called the Finance and Audit Committee to order at 6:47 p.m., in Board Room AD122, in the O.W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Committee Members Present

Ms. Kathleen Daley, Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Mary Figueroa, Board Member
Mr. Jose Medina, Board Member
Dr. Salvatore G. Rotella, Chancellor
Dr. James Buysse, Vice Chancellor, Finance and Administration
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus
Dr. Richard Tworek, President, Moreno Valley Campus
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor
Ms. Patricia Bufalino, Academic Senate Representative (Moreno Valley Campus)
Mr. Richard Mahon, Academic Senate Representative (Riverside City College)
Ms. Sheila Pisa, CTA Representative (Moreno Valley Campus)
Mr. Tom Wagner, Academic Senate Representative (District and Norco Campus)
Ms. Tamara Caponetto, CSEA Representative

Resource Persons Present

Mr. Aaron Brown, Associate Vice Chancellor, Finance
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Mr. Aan Tan, Associate Vice Chancellor, Facilities
Ms. Melissa Kane, Director, Internal Auditor
Mr. Ralph Perez, Director, Facilities/Operations and Maintenance

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Dr. Davis led the committee review of the proposed remodel project requests for the Norco Campus. The Board will be asked to approve the budget and authorize the use of Measure C funds at the May 16, 2006 Board meeting. Discussion followed.

PROPOSED REMODELING
PROJECTS AT THE NORCO CAMPUS

Mr. Perez reviewed the Comprehensive Energy Modernization Action Plan for a partnership program with the State Chancellor's Office and the utility companies that will be brought forward for review and action at the regular meeting of the Board in June. Discussion followed.

AGREEMENT FOR UTILITY
RETROFIT IMPROVEMENTS

Ms. Kane presented the quarterly internal audit report. Discussion followed.

PRESENTATION ON INTERNAL
AUDITS

The committee adjourned the meeting at 7:27 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: IX-A

DATE: June 20, 2006

Subject: Order of Election – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation – Resolution No. 39-05/06

Background: The Board is requested to adopt an Order of Election by the Registrar of Voters and the County Superintendent of Schools for each election.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 39-05/06, Order of Election – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation for the November 7, 2006 Election, and the District shall not bear the cost of printing and handling Candidates Statements limited to 200 words, and the Board President shall sign the Resolution.

Salvatore G. Rotella
Chancellor

Prepared by: Virginia MacDonald
Chief of Staff/Executive Assistant to the Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 39-05/06

ORDER OF ELECTION
OF RIVERSIDE COMMUNITY COLLEGE DISTRICT,
RIVERSIDE COUNTY, CALIFORNIA

RESOLUTION ORDERING CONSOLIDATED GOVERNING BOARD
MEMBER BIENNIAL ELECTION, SPECIFICATIONS OF THE ELECTION
ORDER, AND REQUEST FOR CONSOLIDATION

WHEREAS, Section 5300 of the Education Code states that school district elections shall be governed by the Elections Code; and

WHEREAS, Section 1302(b) of the Elections Code allows for a governing board election to be held biennially on the first Tuesday after the first Monday in November of each even-numbered year to fill the offices of governing board members whose terms expire on the first Friday of December next succeeding the election;

IT IS THEREFORE RESOLVED that the County Superintendent of Schools of this county is hereby ordered to call an election for said purpose, and, in accordance with the designations contained in the following specifications of the election order made under the authority of Education Code Sections 5322;

IT IS FURTHER ORDERED that, pursuant to Education Code Section 5340 and Elections Code Section 1302(b)(3), the officer conducting the election shall cause said election to be consolidated with governing board elections being held on the same day by the school or community college district having area in common with this District;

The election shall be held on Tuesday, November 7, 2006.

The purpose of the election is to elect three (3) members of the Governing Board for a full term ending December 5, 2008, to the offices now held by the following members:

Kathleen Daley
Jose Medina
Grace Slocum

IT IS FURTHER RESOLVED that, pursuant to Education Code Section 13307, candidates requesting a Candidates Statement, limited to 200 words, printed and mailed to the voters, shall be required to pay the actual prorated cost thereof;

IT IS FURTHER ORDERED THAT, pursuant to Education Code Section 5322, the Clerk of the District is hereby directed to furnish copies of this Order to the County Superintendent of Schools and the officer conducting this election not less than 123 days prior to the date of the election.

The foregoing Resolution and Order was adopted and affirmed by the governing board of Riverside Community College District of Riverside County, California, being the board authorized by law to make the designations contained therein, by a formal vote as follows:

Ayes: _____

Noes: _____

Absent: _____

June 20, 2006

Date

President, Board of Trustees

State of California)

ss

Certification

County of Riverside)

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by the Governing Board named therein at a duly constituted regular meeting of the Governing Board held on June 20, 2006 as it appears upon the minutes of said meeting.

June 20, 2006

Date

President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD OF TRUSTEES

Report No.: IX-B

DATE: June 20, 2006

Subject: Resolution in Recognition of William Locke's Contributions
and Support for the RCC Marching Tigers – Resolution No. 41-05/06

Background: William “Bill” Locke has been a consistent supporter of the RCC Marching Tigers Band since its inception in 1984, donating both his time and talents to assist with the construction of cases for instruments and equipment, the repair of band equipment, the design of a folding heavy duty steep ramp for the band trailer to working as many as 12- to 14-hour days at band fundraising functions, cooking food, selling drinks and transporting instruments. He has donated his time and his own money, as well as establishing the Catherine Lock Memorial Scholarship, which has made it possible for more than 40 band students to attend RCC.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 41-05/06 recognizing William “Bill” Locke, the “man behind the band,” for his selfless, exemplary service to the Marching Tigers and to Riverside Community College.

Salvatore G. Rotella
President

Prepared by: Ginny MacDonald
Chief of Staff/Executive Assistant to the Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 41-05/06

Resolution in Recognition of William Locke’s Contributions and Support
for the RCC Marching Tigers

WHEREAS, William “Bill” Locke has been a consistent supporter of the RCC Marching Tigers Band since its inception in 1984; and,

WHEREAS, over the past 22 years, he has donated both his time and talents to assist with the construction of cases for instruments and equipment, the repair of band equipment, and the design of a folding heavy duty steep ramp for the band trailer; and,

WHEREAS, as a volunteer he has worked at RCC an average of three days a week, arriving early and staying late to make sure that everything is in top working order; and,

WHEREAS, during these years he also has worked many 12- to 14-hour days at band fundraising functions, cooking food, selling drinks, and transporting instruments; and,

WHEREAS, he has traveled with the Marching Tigers on every performance tour as the band’s invaluable “right hand,” repairing what needs to be repaired—whether that’s equipment, instruments, or novice performers’ nerves; and,

WHEREAS, over more than two decades he has recruited countless band boosters to support the Marching Tigers; and,

WHEREAS, he donated the “silent” generator that powers the band’s electronic equipment, and recently purchased a back-up generator; and,

WHEREAS, through his general support and establishment of the Catherine Locke Memorial Scholarship he has made it possible for more than 40 band students to attend RCC;

THEREFORE, be it resolved that the Board of Trustees is pleased to recognize William “Bill” Locke, the “man behind the band,” for his selfless, exemplary service to the Marching Tigers and to Riverside Community College.
