

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
December 12, 2006 - 6:00 p.m. – Board Room AD122, Riverside City College

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

**\* ORGANIZATIONAL MEETING \***

PUBLIC HEARING – RCC ASSOCIATION, CCA/CTA/NEA

I. Approval of Minutes - Regular meeting of November 21, 2006

II. Chancellor’s Reports

A. Communications

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

**Information Only**

1. Update on Chancellor Search – Dr. Salvatore G. Rotella,  
Chancellor, Riverside Community College District

B. Proposed Board of Trustees Meeting Calendar for January – February, 2007

- Recommend approving the schedule of meetings for January and February, 2007.

C. Resolution to Amend the Appendix of Riverside Community College District’s Conflict of Interest Code

- Recommend adopting Resolution No. 14-06/07 and amending the Appendix of the District's Conflict of Interest Code.

- D. General Education Student Learning Outcomes
  - Recommend approving the General Education Student Learning Outcomes for academic and vocational degree programs of Riverside Community College District.
- E. District Calendar
  - Recommend approving the District Calendar for 2007-2008.
- F. Emeritus Awards
  - Recommend awarding the rank of President Emeritus, Moreno Valley Campus, to Dr. Richard Tworek.

**Recommended Action: Request for Approval**

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

- 1. Personnel
  - Appointments and assignments of academic and classified employees.
  - a. Academic Personnel
    - 1. Appointments
      - (a) Management (None)
      - (b) Contract Faculty (None)
      - (c) Long-Term, Temporary Faculty
      - (d) Special Assignments
      - (e) Overload Assignments
      - (f) Part-Time Faculty, Hourly Assignments

- (g) Child Development Center Hourly Employees
    - (h) Department Chairs, Academic Year 2006-07
  - 2. Notices of Employment – Academic Managers
  - 3. Notices of Employment – Faculty, Academic Year 2006-07
  - 4. Notices of Employment – Faculty, Academic Years 2006-07 and 2007-08
  - 5. Notices of Employment – Faculty, Fall Semester 2006
  - 6. Reassignment of Academic Manager
- b. Classified Personnel
- 1. Appointments
    - (a) Management/Supervisory
    - (b) Management/Supervisory – Categorically Funded (None)
    - (c) Classified/Confidential
    - (d) Classified/Confidential – Categorically Funded
    - (e) Professional Experts (None)
    - (f) Short Term
    - (g) Temporary as Needed Student Workers
    - (h) Community Education Program –2007 Spring Semester
    - (i) Special Assignments (None)
  - 2. Professional Growth Achievement Step

3. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
  4. Separations (None)
  5. Organizational Charts
2. Purchase Order and Warrant Report -- All District Funds
    - Purchase orders and warrant reports issued by the Business Office.
  3. Annuities
    - Tax shelter annuities for employees, amendments and terminations.
  4. Approval - Budget Adjustments
    - a. Approval - Budget Adjustments
      - Request approval of various budget transfers between major object codes as requested by administrative personnel.
    - b. Resolution(s) to Amend Budget
      1. Resolution to Amend Budget – Resolution No. 16-06/07 – 2006-2007 Community College Education Assistance Center
        - Recommend adopting a resolution to add income and expenditures to the adopted budget.
    - c. Contingency Budget Adjustments
      - Request approval of contingency budget transfers as presented.
  5. Bid Awards
    - a. Award of Bid – Plumbing Upgrade Cosmetology Building
      - Recommend awarding a bid to upgrade plumbing at the Cosmetology building.
  6. Donations (None)
  7. Out-of-State Travel
    - Recommend approving out-of-state travel requests.
  8. Grants, Contracts and Agreements

- a. Proposed Curricular Changes
  - Recommend approving the proposed curricular changes.
- b. Subcontract Agreement with Regents of the University of California
  - Recommend ratifying the agreement to clarify funding UCR will receive, as a partner, in fulfilling the goals and objectives of the Title V / HIS Cooperative Grant project.
- c. Resolution to Certify Contract Approval for Tech Prep Regional Consortium Grant
  - Recommend approving the resolution to certify approval of a contract with the California Department of Education.
- d. Agreement with Music Theatre International
  - Recommend approving the agreement to provide royalty, rental and security fees, and a logo pack for the license of a production of Disney's "High School Reunion."
- e. Agreement with Christy Bethel
  - Recommend approving the agreement to provide workshops for the Foster Kinship Care Education Program.
- f. Agreement with Avid Technology, Inc.
  - Recommend ratifying the agreement to provide preventive maintenance services for the Avid Adrenaline Video editing workstations.
- g. Agreement with Dale Hendrickson
  - Recommend ratifying the agreement to provide a presentation on careers in animation.
- h. Agreement with University/Resident Theatre Association, Inc.
  - Recommend approving the agreement to provide paymaster services for directors and choreographers who are members of the Society of Stage Directors and Choreographers.
- i. Amendment to Agreement with Lynda Krinke
  - Recommend ratifying the amendment to agreement to provide additional costume laundry services for the Performance Riverside production of "Dreamgirls."
- j. Facility Agreement with Alta Vista Healthcare Center
  - Recommend approving the agreement to provide a facility

for clinical experience for nursing students.

- k. Agreement with LeMoine and Associates
  - Recommend approving the agreement to provide a seminar and workshop for faculty, students and administrators.
- l. Agreement with College of the Desert
  - Recommend ratifying the agreement to provide a dialogue workshop.
- m. Agreement with Press Enterprise
  - Recommend ratifying the agreement to provide computer skills course training.
- n. Agreement with City of Moreno Valley
  - Recommend approving the agreement to provide a leadership academy program.
- o. Agreement with City of Corona
  - Recommend ratifying the agreement to provide training and team facilitation.
- p. Agreements with Ivascu Consulting, LLC
  - Recommend approving the agreements to provide technology maintenance services, web application maintenance and Java software development services.
- q. Agreement with Tickets.com, Inc.
  - Recommend approving the agreement for box office ticketing system replacement for Landis Performing Arts Center.
- r. Affiliation Agreements for the Dental Assistant Program
  - Recommend approving the agreements to provide venues for dental externships for the Dental Assistant Program.

- s. Extension of Contracts with Stephan C. Kuhn & Associates, Inc.
  - Recommend approving the extension of the contracts between Riverside Community College District and Stephan C. Kuhn and Associates to conduct a Classification and Compensation Study for Riverside Community College District's Management and Classified (including Confidential) positions.
- t. Contract – Foundation Administrative Services, Inc.
  - Recommend ratifying an agreement to provide claims handling and processing for the RCCD self-insured health benefit plan.
- u. Contract Renewal – Kaiser Foundation Health Plan, Inc.
  - Recommend ratifying a health benefit agreement for 2006/2007.

**Recommended Action: Request for Approval and Ratification**

9. Other Items

- a. Signature Authorization
  - Recommend authorizing administrators, as listed, to sign vendor warrant orders, orders for salary payment, notices of employment, bank checks, purchase orders, and grant documents.
- b. Surplus Property
  - Recommend declaring the listed property as surplus, finding the property does not exceed \$5,000 and authorizing the property be consigned to be sold on behalf of the District.
- c. Notice of Completion – March Education Parking Lot Project
  - Recommend accepting the March Education Parking Lot Project as complete, approving execution of the Notice of Completion and authorizing signing of the notice.

**Recommended Action: Request for Approval**

B. Information

1. Monthly Financial Report

- Informational report relative to financial activity for the period from July 1, 2006 through October 31, 2006.

**Information Only**

VI. Board Committee Reports

A. Board of Trustees Committee Meeting Minutes

- Recommend receipt of Board committee minutes from the November 14, 2006 Academic Affairs and Student Services, Legislative, Planning and Development, and Finance and Audit Committees.

**Information Only**

VII. Administrative Reports

A. Vice Chancellors

B. Presidents

VIII. Academic Senate Report

A. Riverside City College

B. Moreno Valley Campus

C. Norco Campus/Riverside Community College District

IX. Business from Board Members

A. Resolution No. 17 – 06/07 – Resolution in Support of the DREAM Act

- Recommend adoption of the Resolution in Support of the DREAM Act that encourages students, regardless of immigration status, to strive to gain a higher education.

X. Closed Session

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

XI. Adjournment



MINUTES OF THE REGULAR BOARD OF TRUSTEES  
MEETING OF NOVEMBER 21, 2006

President Takano called the regular meeting of the Board of Trustees to order at 6:04 p.m., in Student Services Lobby, Norco Campus.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano  
Ms. Yajaira Tiscareño, Student Trustee

Trustees Absent

Ms. Mary Figueroa

Staff Present

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

Guests Present

Ms. Janet Green, Trustee-Elect, Riverside Community College Board of Trustees  
Ms. Virginia Blumenthal, Trustee-Elect, Riverside Community College Board of Trustees

Ms. Green led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The public hearing for the receipt of the 2007-2010 CCA/CTA/NEA contract was opened at 6:05 p.m. There were no comments from the public, and the public hearing was closed at 6:06 p.m.

PUBLIC HEARING – RCC ASSOCIATION, CCA/CTA/NEA

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the special meeting of October 10, 2006 and the regular meeting of October 17, 2006. Motion carried. (4 ayes, 1 absent [Figueroa])

MINUTES OF SPECIAL MEETING OF OCTOBER 10, 2006 AND REGULAR MEETING OF OCTOBER 17, 2006

CHANCELLOR'S REPORTS

Dr. Rotella led the discussion on the progress that has been made with the advertisement and recruitment for the new Chancellor's position.

“Update on Chancellor Search” –  
Dr. Salvatore G. Rotella,  
Chancellor, Riverside Community  
College District

Mr. Tan presented the award for the 2006 Community College Facility Coalition to Dr. Rotella for the design of the Learning Center building.

“Community College Facility  
Coalition Award of Excellence for  
Design of the Learning Center” –  
Mr. Aan Tan, Associate Vice  
Chancellor, Facilities, Planning,  
Design and Construction

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees receive and sunshine the District's response to the 2007-2010 RCC Association, CTA/NEA proposal, and schedule a public hearing on the proposal at the next regular Board of Trustees meeting scheduled for Tuesday, December 12, 2006. Motion carried.  
(4 ayes, 1 absent [Figueroa])

Collective Bargaining – Riverside  
Community College District and  
RCC Association, CTA/NEA

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees recognize Professor Emerita Dina Stallings by naming a classroom in the A.G. Paul Quadrangle for her to recognize and commemorate the significant contributions she has made to the College and its students. Motion carried. (4 ayes, 1 absent [Figueroa])

Naming of Classroom for Professor  
Emerita Dina Stallings

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees adopt Resolution 13-06/07 recognizing and commemorating in memoriam the significant contributions of Mr. Richard Walton to the College and its students, and extend condolences on behalf of the RCC community to his family.  
Motion carried. (4 ayes, 1 absent [Figueroa])

Resolution in Appreciation of Mr.  
Richard Walton – Resolution No.  
13-06/07

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees consider the \$10,000.00 contributed in 2002 as payment to transport and preserve the Okubo collection that will be coming to the District. Motion carried. (4 ayes, 1 absent [Figueroa])

Update on Miné Okubo Estate

Ms. Tiscareño reported on the recent and planned ASRCC

STUDENT REPORT

activities.

Ms. Tamara Caponetto spoke in support of the Norco Student Services building project proposal.

COMMENTS FROM THE PUBLIC

CONSENT ITEMS

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

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 23)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$8,839,232.00 and District Warrant Claims totaling \$5,502,727.00; (Appendix No. 24)

Purchase Order and Warrant Report — All District Funds

Approve amendment to employment contracts and terminations as listed; (Appendix No. 25)

Annuities

Approve the budget transfers as presented; (Appendix No. 26)

Budget Adjustments

Approve adding the revenue and expenditures of \$44,345.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 06-06/07 2006-2007 Matriculation Program

Approve adding the revenue and expenditures of \$12,000.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 07-06/07 2006-2007 Nuview Bridge Early College High School Program

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

Resolution to Amend Budget – Resolution No. 08-06/07 2006-2007 Supporting Actions for Engagement (SAFE) Program

Approve adding the revenue and expenditures of \$68,534.00 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 09-06/07 2006-2007 CalWORKS Program

Approve adding the revenue and expenditures of \$2,500.00 to the budget, contingent upon the Board

Resolution to Amend Budget – Resolution No. 10-06/07 2006-

of Trustees' approval of Report No. V-A-8-c presented later in this agenda, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

2007 Child Development  
Training Consortium Program

Approve adding the revenue and expenditures of \$45,000.00 to the budget, contingent upon the Board of Trustees' approval of Board Report No. V-A-8-e presented later in this agenda, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget –  
Resolution No. 11-06/07 2006-  
2007 Quick Start Partnership in  
Advance Transportation

Adding the revenue and expenditures of \$85,803.00 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget –  
Resolution No. 12-06/07 2006-  
2007 EOPS/CARE Program

Award the bid for the electrical upgrade at the Cosmetology building to Advanced Electrical in the amount of \$79,805.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Award of Bid – Electrical  
Upgrade Cosmetology Building

Accept the donated items as listed; (Appendix No. 27)

Donations

Grant the out-of-state travel as listed; (Appendix No. 28)

Out-of-State Travel

Approve the agreement, from December 1, 2006 through November 30, 2007, at a cost of \$1,700.00 per month, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with The Magnon  
Companies

Approve the consulting agreement, from December 1, 2006 through June 30, 2007, for a sum not to exceed \$7,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Rose & Tuck,  
LLC

Ratify the agreement, for August 1, 2006 through July 31, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Yosemite  
Community College District,  
Child Development Training  
Consortium

Ratify the agreement, from September 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration

Agreement with San Francisco  
Community College District

and Finance, to sign the agreement;

Ratify the subcontract, from October 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Subcontract with Long Beach  
Community College District

Ratify the revised agreement, from July 25, 2006 to August 30, 2007, at a cost not to exceed \$4,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Revised Agreement with City of  
Norco

Approve the agreement, from January 1, 2007 through December 31, 2007, for \$2,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Coast Fitness  
Repair Shop

Ratify the agreement, for July 1, 2006 through June 30, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Los Angeles  
Community College District

Approve the agreement, for January 8, 2007 through January 13, 2007, for an amount not to exceed \$2,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Pennington  
Dance Group

Ratify the agreement, for November 16, 2006, for an amount not to exceed \$300.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Shang-Ying  
Tsai

Approve the agreements, for February 5, 2007 through April 8, 2007, for amounts not to exceed \$3,000.00 and \$1,200.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for the Performance  
Riverside Production of "You're  
A Good Man Charlie Brown"

Ratify the agreement, from September 30, 2006 through May 1, 2007, for \$800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Julie  
Lamoureux

Ratify the agreement, from October 10, 2006 through October 31, 2006, for an amount of \$250.00, and authorize the Vice Chancellor,

Agreement with Karen Hyden

Administration and Finance to sign the agreement;

Ratify the agreement, from November 1, 2006 through January 31, 2007, for an amount of \$500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Jeanette Lee

Approve the agreement, for November 22, 2006, for an amount not to exceed \$3,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with James Moody

Ratify the agreement, from November 1, 2006 through November 7, 2006, for \$250.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Shellie Karabell

Approve the extension of the existing contract with Valley Printers for the printing of academic class and community education schedules for year two, and approve the pricing schedule for other available options throughout the year;

Extend Contract – Printing of Schedules, Academic and Community Education

Declare the listed property to be surplus, find that the property does not exceed the total value of \$5,000, and authorize the property to be consigned to the Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 29)

Surplus Property

Approve Change Orders No. 1 and 2 for the March Education Center (MEC) Parking Lot Project in the amount of \$9,414.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Change Orders;

Change Order No 1 and 2 – March Education Center (MEC) Parking Lot

Accept the District Office Remodel 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 – District Office Remodel Project

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

In accordance with Board Policy 1042, the Chancellor has accepted the resignation of Ms. Christine Bowser, Insurance Technician, effective December 30, 2006, for retirement, Ms. Teresa Galvez, Student Financial Services

Separations

Support Specialist (Part-time, 95%), effective October 13, 2006, for non-continuance of probationary period, Mr. Phillip Kelleher Jr., Director, Fire Technology/Fire Academy Program, effective November 24, 2006, for career advancement, Ms. Barbara Mora, Instructional Department Specialist, effective October 23, 2006, for personal reasons, and Ms. Teresa Slatic, Community Education Clerk, effective October 20, 2006, for personal reasons.

The Board received an informational summary of financial activity from July 1, 2006 through September 30, 2006.

The Board received for information the financial status report for the quarter ended September 30, 2006.

Monthly Financial Report

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

#### BOARD COMMITTEE REPORTS

Academic Affairs and Student  
Services

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the curricular changes for inclusion in the college catalog and in the schedule of class offerings. Motion carried.  
(4 ayes, 1 absent [Figueroa])

Proposed Curricular  
Changes

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the Memorandum of Understanding, for May 1, 2006 through December 31, 2011, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum. Motion carried.  
(4 ayes, 1 absent [Figueroa])

Memorandum of  
Understanding with  
Riverside County Children  
and Families Commission

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement, from November 22, 2006 through November 21, 2010, for an amount not to exceed \$43,161.36, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Figueroa])

Agreement with Konica  
Minolta

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees ratify the agreement, from May 1, 2006 to September 30, 2007, in an amount not to exceed \$59,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Figueroa])

Agreement with Graham  
Design

#### Planning and Development

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with PS2 Engineering to survey and assess the existing electrical and fire alarm systems at the Moreno Valley , Norco, and Riverside campuses from November 22, 2006 to the estimated project completion date of June 30, 2007, and the use of Measure C as the funding source, 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 the agreement, at an amount not to exceed \$111,700.00 including reimbursable expenses, and authorize the Vice Chancellor, Administration and Finance to sign the agreement. Motion carried. (4 ayes, 1 absent [Figueroa])

Proposed Agreement for  
Infrastructure Studies  
Project



Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the projects to upgrade and retrofit the Early Childhood Education Centers at the Moreno Valley and Norco campuses, authorize the use of Measure C funds in the following amounts: Moreno Valley, \$252,296.00, and Norco \$373,031.00, and authorize the Vice Chancellor, Administration and Finance to sign the related agreements. Motion carried. (4 ayes, 1 absent [Figueroa])

Early Childhood Education Centers Upgrades and Retrofit, Moreno Valley and Norco Campuses

#### Finance and Audit

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees approve projects to remodel the campus food service facilities at the Riverside campus and the Moreno Valley campus and the planning, design, and construction of a new Student Support Center at the Norco campus and authorize the use of Measure C funds for the projects in the following amounts: Moreno Valley - \$1,956,615.00, Riverside - \$583,070.00, Norco - \$11,042,820.00. Motion carried. (4 ayes, 1 absent [Figueroa])

Food Service Remodels: Riverside Campus and Moreno Valley Campus and Planning, Design, and Construction of Student Support Center: Norco Campus

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees approve the amendment to the agreement with The Steinberg Group, in the amount not to exceed \$23,000.00, authorize the use of Measure C funds, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (4 ayes, 1 absent [Figueroa])

Amendment for Additional Services of Quadrangle Modernization Project

The Board received for information the minutes from the October 10, 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

ACADEMIC SENATE REPORTS

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

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

The Board adjourned the meeting at 7:10 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-B

DATE: December 12, 2006

Subject: Proposed Board of Trustees Meeting Calendar for January 2007

CALENDAR OF BOARD OF TRUSTEES MEETINGS  
January 2007

<u>Date</u>	<u>Type of Meeting</u>	<u>Campus/Location</u>
January 8, 2007 (6:00 p.m.)	Special Board Meeting (Consultant presentation on Chancellor search process)	Board Room AD122, Riverside Campus
January 11, 2007 (4:00 p.m.)	Special Board Meeting (Closed Session to select candidates to interview for Chancellor Position)	Board Room AD122, Riverside Campus
January 23, 2007 (6:00 p.m.)	Special Board Meeting (Board Committee structure and appointments)	Board Room AD122, Riverside Campus
January 25, 2007	Special Board Meeting (Closed Session for Interviews – Chancellor Position)	TBD
January 26, 2007	Special Board Meeting (Closed Session for Interviews – Chancellor Position)	TBD
January 30, 2007 (6:00 p.m.)	Regular Board Meeting	Student Services 101 Moreno Valley Campus

Recommended Action: It is recommended that the Board of Trustees approve the schedule of meetings for January 2007.

Salvatore G. Rotella  
Chancellor

Prepared by: Kristen Van Hala  
Administrative Assistant  
Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-C

DATE: December 12, 2006

Subject: Resolution to Amend the Appendix of Riverside Community College District's Conflict of Interest Code

Background: On November 15, 2005, the Board approved revisions to Board Policy/Regulation 1080 establishing a Conflict of Interest Code and Appendix. The Appendix designates those employees, members, officers, and consultants who are subject to the District's Code and who must complete Form 700 each year, divulging any conflicts of interest. Since approval in 2005, mainly due to the transitioning to a three-college system, new job titles have been added, some job titles have been abolished, and other titles have been revised. In order to keep our Conflict of Interest Code Appendix current and pursuant to the Political Reform Act of 1974, these job title changes need to be made to the Appendix and approved by the Board of Trustees by way of a Resolution.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 14-06/07, amending the Appendix of the District's Conflict of Interest Code, pursuant to the Political Reform Act of 1974.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION ADOPTING AN AMENDED APPENDIX OF THE CONFLICT OF  
INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

RESOLUTION NO. 14-06/07

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Riverside Community College District ("District") and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Board of Trustees adopted a Conflict of Interest Code (the "Code") which was amended on November 15, 2005, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the District have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Appendix of the District's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Board of Trustees of the District, the proposed amended Appendix was provided each affected designated employee and publicly posted for review at the offices of the District; and

WHEREAS, a public meeting was held upon the proposed amended Appendix at a regular meeting of the Board of Trustees on December 12, 2006, at which all present were given an opportunity to be heard on the proposed amended Appendix.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Riverside Community College District that the Board of Trustees does hereby adopt the proposed amended Appendix of the Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Director, Contracts, Compliance and Legal Services, as the District's Filing Officer, and available to the public for inspection and copying;

BE IT FURTHER RESOLVED that the said amended Appendix shall be submitted to the Board of Supervisors of the County of Riverside for approval and said Appendix shall become effective 30 days after the Board of Supervisors approves the proposed amended Appendix as submitted.

APPROVED AND ADOPTED this 12th day of December, 2006.

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary to the Board

APPENDIX

CONFLICT OF INTEREST CODE  
OF THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

(Amended December 12, 2006)

EXHIBIT "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18701b), are NOT subject to the District's Code, but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et. Seq.). [Regs. §18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>3</sup>

Members of the Board of Trustees

Chancellor

Vice Chancellor, Administration and Finance

Associate Vice Chancellor, Finance

Investment Consultants

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<sup>3</sup>Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by §87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE/FUNCTION</u>	<u>DISCLOSURE CATEGORY</u> <u>ASSIGNED</u>
4faculty.org Project Manager	6
<b>Activity Director, Hispanic Serving Institutions Title V</b>	<b>6</b>
Assistant Custodial Manager	6
<b>Assistant Dean, Library &amp; Learning Resources</b>	<b>6</b>
Assistant Director, Admissions and Records	6
<del>Assistant Director, Food Services</del>	<del>6</del>
<del>Assistant Director, Information Services Operations</del>	<del>6</del>
Assistant Director, Operations	6
Assistant Director, RCC Foundation	6
Assistant Director, <del>Student</del> Financial Services	6
Assistant Grounds Manager	6
<del>Associate Dean, Academic and Student Affairs</del>	<del>6</del>
<b>Associate Dean, Academic Innovative Programs/Occupational Education</b>	<b>6</b>
<b>Associate Dean, College Program Support</b>	<b>6</b>
Associate Dean, Early Childhood Education	6
<b>Associate Dean, Early Childhood Programs Education</b>	<b>6</b>
Associate Dean, Governmental Relations, Grants and Contracts	6
Associate Dean, Teacher Preparation and Education Programs	6
Associate Director, Grant and Contract Services	6

Associate Director, Institutional Research	6
Associate Vice Chancellor, Facilities <b>Planning Design &amp; Construction</b>	1, 2
<del>Associate Vice Chancellor, Human Resources</del>	<del>6</del>
Associate Vice Chancellor, Information Services	6
Associate Vice Chancellor, Institutional Effectiveness	6
Associate Vice Chancellor, Instruction	6
Associate Vice Chancellor, Public Affairs & Institutional Advancement	6
Associate Vice Chancellor, Student Services/ <b>Operations</b>	6
Auxiliary Business Services Manager	1, 2
<b>Budget Manager</b>	<b>5</b>
<b>Campaign Manager</b>	<b>6</b>
Campus Administrative Support Center Manager	6
Community Education Supervisor	6
<b>Construction Program Manager</b>	<b>3, 6</b>
<del>Contracts Manager</del>	<del>5</del>
<b>Custodial Manager</b>	<b>6</b>
Dean of Education	6
<del>Dean of Faculty Affairs</del>	<del>6</del>
Dean of Instruction	6
<del>Dean, Academic and Student Affairs</del>	<del>6</del>
<del>Dean, Administrative Support Center</del>	<del>6</del>
Dean, Public Safety Education and Training	6
Dean, Riverside School of the Arts	6



Dean, Student Services	6
Dean/ <del>Department Chair</del> , <b>Technology &amp;</b> Economic Development	6
Director of Facilities/ <del>Facilities Planning and Projects</del> <b>Design And Construction</b>	1, 2
Director, Administrative Services	5
Director, Administrative Support Center	6
<b>Director, Capitol Planning</b>	<b>1, 2</b>
Director, Center for Applied Competitive Technologies	6
Director, Center for International Students and Programs	6
<b>Director, Center for International Trade and Development</b>	<b>1</b>
Director, Chief of College Safety and Police	6
Director, Communications and Web Development	6
<b>Director, Contracts, Compliance &amp; Legal Services/ Assistant to the Chancellor</b>	<b>1, 2</b>
Director, Corporate and Business Development	6
Director, Distance Education	6
<del>Director</del> , <b>District Dean</b> Institutional Research	6
<b>Director, Diversity and Human Resources</b>	<b>6</b>
Director, Fire Technology/Fire Academy Program	6
<del>Director, Food Services</del>	<del>6</del>
<b>Director, Foster and Kinship Care Education Program</b>	<b>6</b>
<del>Director, Foster Care &amp; Independent Living Skills</del>	<del>6</del>
<b>Director, Foster Youth Emancipation Program</b>	<b>6</b>

<b>Director, Gear Up</b>	<b>6</b>
Director, Grants and Contract Services	6
Director, Hospitality/Culinary Arts Program	6
<b>Director, Internal Audits</b>	<b>6</b>
<b>Director, Law Enforcement Training Programs</b>	<b>6</b>
Director, Middle College High School	6
<del>Director, Passport Plus</del>	<del>6</del>
Director, <b>Plant</b> <del>Facilities</del> /Operations and Maintenance	6
Director, Procurement Assistance Center	6
Director, RCC Foundation and Alumni Affairs	6
Director, Software Development	6
<b>Director, Workforce Preparation Grants &amp; Contracts</b>	<b>6</b>
<b>District Associate Dean, School of Nursing</b>	<b>6</b>
District Controller	1, 2
District Dean, Admissions and Records	6
District Dean, Disabled Student Programs and Services	6
<b>District</b> Dean, Occupational Education	6
<b>District</b> Dean, Open Campus	6
District Dean, Physical Education and Athletics	6
District Dean, Student Financial Services	6
<b>District</b> Dean, Workforce <del>Preparation</del> <b>Development</b>	6
<b>District</b> Dean/Director, Institutional Reporting and Academic Services	6
<b>District</b> Dean/ <del>Director</del> , <b>School of Nursing Education</b>	6

<del>District Director, Diversity, Equity and Compliance/ Assistant to the Chancellor</del>	6
District Director, Health Services	6
District Director, Sports Information/Athletic Event Supervisor	6
EOPS Director	6
Executive Assistant to the Chancellor and Chief of Staff	1,
Executive Dean, <b>Riverside</b> School of for the Arts	6
<del>Executive Dean, School of the Arts</del>	<del>6</del>
Executive Dean, Technology and Learning Resources	6
Facilities Manager, Grounds and Projects	6
<del>Facilities Manager/Facilities Planning &amp; Environmental Health/Safety</del>	<del>6</del>
<b>Food Services Manager</b>	<b>6</b>
General Counsel	1, 2
<b>Health Services Supervisor</b>	<b>6</b>
Human Resources Administrative Manager	6
Instructional Media Center Manager	6
<b>Instructor/Dean, Health Sciences Program</b>	<b>6</b>
International Trade Specialist	6
Library Learning Resources Administrative Manager	6
Maintenance Manager	6
Maintenance Site Manager	6
<del>Manager, Grant and Contract Compliance</del>	<del>6</del>
<del>Manager, Grounds</del>	<del>6</del>
<del>Manager, Maintenance Site</del>	<del>6</del>

<del>Manager, Maintenance</del>	<del>6</del>
<del>Manager, Network</del>	<del>6</del>
Microcomputer Support Supervisor	6
Network Manager	6
Outcomes Assessment Specialist	6
President, Moreno Valley College	1, 2
President, Norco College	1, 2
President, Riverside City College	1, 2
<b>Producing/Artistic Director</b>	<b>1</b>
Project Director, Developing Hispanic Service Institutions Grant	6
Project Director, Gateway to College	6
<del>Provost</del> , <b>President</b> , Moreno Valley Campus	1, 2
<del>Provost</del> , <b>President</b> , Norco Campus	1, 2
Purchasing Manager	5
Purchasing Specialist	5
Statewide Director, Center for International Trade Development	6
Supervisor/Sergeant, Safety and Police	6
Talent Search Director	6
<b>Tri Tech Small Business Development Center Director</b>	<b>6</b>
Trio Director	6
Vice Chancellor, Academic Affairs	6
<b>Vice Chancellor, Diversity and Human Resources</b>	<b>6</b>
Vice Chancellor, Student Services and Operations	6

<b>Vice President, Academic Affairs</b>	<b>6</b>
Vice President, Business Services	1, 2
<b>Vice President, Educational Services</b>	<b>6</b>
<b>Vice President, Student Services</b>	<b>6</b>
Warehouse Supervisor	6
Consultant <sup>4</sup>	

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<sup>4</sup> Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chancellor, or designee, may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor’s, or designee’s, determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**EXHIBIT B**

**DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of investments, business entities, sources of income, **including gifts, loans and travel payments**, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in business entities, and sources of income located in, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside the jurisdiction of the District.

Category 3: All investments and business positions in, and sources of income from business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in, and sources of income from business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department, Unit or Division.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-D

Date: December 12, 2006

Subject: General Education Student Learning Outcomes

Background: Presented for the Board's review and consideration are the General Education Student Learning Outcomes, (SLOs), for Academic and Vocational Degree Programs of Riverside Community College District. These SLOs are designed to act as guidelines in education planning in order to meet the goals and institutional mission of the district and its three campuses. Accreditation Standard II, A, 3 requires that, "General education has comprehensive learning outcomes for the students who complete it, including the following:

- a. An understanding of the basic content and methodology of the major areas of knowledge: areas include the humanities and fine arts, the natural sciences, and the social sciences.
- b. A capability to be a productive individual and life long learner: skills include oral and written communication, information competency, computer literacy, scientific and quantitative reasoning, critical analysis/logical thinking, and the ability to acquire knowledge through a variety of means.
- c. A recognition of what it means to be an ethical human being and effective citizen: qualities include an appreciation of ethical principles; civility and interpersonal skills; respect for cultural diversity; historical and aesthetic sensitivity; and the willingness to assume civic, political, and social responsibilities locally, nationally, and globally."

The General Education SLOs were developed over the course of several years, spearheaded by the District Assessment Committee with feedback from most discipline members in all areas of general education. Each campus Faculty and Student Senate reviewed and approved the outcomes. The Assessment Committee finalized the outcomes at its May 19, 2006 meeting. They were approved by the District Academic Planning Council on November 3, 2006 and the District Academic Senate on December 11, 2006.

Recommended Action: It is recommended that the Board of Trustees approve the General Education Student Learning Outcomes for Academic and Vocational Degree Programs.

Salvatore G. Rotella  
Chancellor

Prepared by: Kristina Kauffman  
Associate Vice Chancellor, Institutional Effectiveness

Draft

General Education Student Learning Outcomes  
for Academic and Vocational Degree Programs  
Riverside Community College District

### Critical Thinking

- Analyze and solve complex problems across a range of academic and everyday contexts
- Construct sound arguments and evaluate arguments of others
- Consider and evaluate rival hypotheses
- Recognize and assess evidence from a variety of sources
- Generalize appropriately from specific cases
- Integrate knowledge across a range of contexts
- Identify one's own and others' assumptions, biases, and their consequences

### Information Skills

- Demonstrate computer literacy
- Locate, evaluate, and use information effectively

### Communication Skills

- Write with precision and clarity to express complex thought
- Read college-level materials with understanding and insight
- Listen thoughtfully and respectfully to the ideas of others
- Speak with precision and clarity to express complex thought

### Breadth of Knowledge

- Understand the basic content and modes of inquiry of the major knowledge fields
- Analyze experimental results and draw reasonable conclusions from them
- Use the symbols and vocabulary of mathematics to solve problems and communicate results
- Respond to and evaluate artistic expression

### Application of Knowledge

- Maintain and transfer academic and technical skills to workplace
- Be life-long learners, with ability to acquire and employ new knowledge
- Set goals and devise strategies for personal and professional development and well being

### Global Awareness

- Demonstrate appreciation for civic responsibility and ethical behavior
- Participate in constructive social interaction
- Demonstrate teamwork skills
- Demonstrate understanding of ethnic, religious, and socioeconomic diversity
- Demonstrate understanding of alternative political, historical, and cultural viewpoints



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-E

Date: December 12, 2006

Subject: District Calendar

Background: Presented for the Board's review is the proposed District calendar for 2007-2008. The calendar has been developed in accordance with Article IX of the agreement between the District and the RCCD Faculty Association CCA/CTA/NEA. The proposed calendar has summer, fall, winter and spring sessions.

Recommended Action: It is recommended that the Board of Trustees approve the proposed calendar for 2007-2008.



Salvatore G. Rotella  
Chancellor

Prepared by: Sylvia Thomas  
Associate Vice Chancellor of Instruction

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Academic Calendar**  
**2007-08**

June 2007						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2007						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2007						
S	M	T	W	TH	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2007						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2007						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2007						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2007						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2008						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		











February 2008						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March 2008						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2008						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2008						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2008						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

-  Required Faculty Service Day
  - Required for New Faculty Aug. 29
  - Required for All Faculty Aug. 30
-  Legal Holidays
-  FLEX
  - Mandatory Flex Aug. 30.
  - Other Flex Aug. 29, Aug. 31
-  Graduation (June 12)
-  Final Exams
-  Classes not in session
-  SUMMER 2007
  - Day Classes (6 weeks)  
June 18 - July 27
  - Evening Classes (8 weeks)  
June 18 - August 12
-  Fall 2007
  - September 1 - December 22
-  Winter Intersession 2008 (6 weeks)  
January 7 - February 14
-  Spring 2008  
February 19 - June 12

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-F

Date: December 12, 2006

Subject: Emeritus Awards

Background: Dr. Richard Tworek retired on November 16, 2006 as the first President of the Moreno Valley Campus and, for his many years of outstanding service, the Chancellor is making the following recommendation.

Recommended Action: It is recommended that the Board of Trustees award the rank of President Emeritus, Moreno Valley Campus, to Dr. Richard Tworek, effective November 16, 2006.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: December 12, 2006

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved:

- a. Management  
(None)
- b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS			
* Marc Bratton	Physician Assistant Instructor	01/02/07- 06/07/07	G-6

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

e. Overload Assignments

Winter Intersession 2007

The individuals specified on the attached list.

f. Part-Time Faculty, Hourly Assignments

Fall Semester 2006

<u>Name</u>	<u>Subject</u>
Madeleine Balcom	Physical Education
Patricia Clothier	Administration of Justice
Robert Tossetti	Physical Education
Justin Pardee	Graphics Technology

Report No.: V-A-1-a

Date: December 12, 2006

Subject: Academic Personnel

1. Appointments – cont.

f. Part-Time Faculty, Hourly Assignments – cont.

Winter Intersession 2007

The individuals specified on the attached list.

g. Child Development Center Hourly Employees

Fall Semester 2006

<u>Name</u>	<u>Position</u>
Tracy Smother	ECS Master Teacher, hourly

h. Department Chairs, 2006-07 Academic Year

Revisions to list submitted/approved by the Board of Trustees on June 20, 2006:

<u>Department</u>	<u>Chair</u>	<u>Stipend</u>
Health, Human & Public Services	Patricia Bufalino (thru 11/22/06)	41%
	Delores Middleton (starting 12/13/06)	59%

2. Notices of Employment – Academic Managers

It is recommended the Board of Trustees ratify the notices of employment for the academic managers specified on the attached list, for the term of appointment indicated.

3. Notices of Employment – Faculty, Academic Year 2006-07

It is recommended the Board of Trustees ratify the notices of employment for the academic year 2006-07 for the faculty specified on the attached list.

4. Notices of Employment – Faculty, Academic Years 2006-07 & 2007-08

It is recommended the Board of Trustees ratify the notices of employment for the academic years 2006-07 and 2007-08 for the faculty specified on the attached list.

5. Notices of Employment – Faculty, Fall Semester 2006

It is recommended the Board of Trustees ratify the notices of employment for the fall semester 2006-07 for the faculty specified below:

<u>Name</u>
Octavio Chairez
Daniel Kern

Report No.: V-A-1-a

Date: December 12, 2006

Subject: Academic Personnel

6. Reassignment of Academic Manager

As a result of changes and/or levels of responsibilities for Maureen Chavez, Project Director, Developing Hispanic-Serving Institutions Grant (Title V), a reassignment is recommended.

It is recommended the Board of Trustees approve the reassignment of Maureen Chavez, Project Director, Developing Hispanic-Serving Institution Grant (Title V), to a 50% workload with no change in her current position or salary and a 50% workload as Director, Cooperative Title V Grant, with salary placement at 16.0 of the Management Salary Schedule. This reassignment is to be effective December 13, 2006.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: December 12, 2006

Subject: Classified Personnel

1. Appointments

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

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
a.	Management/Supervisory *Chani Beeman	District Director, Diversity, Equity & Compliance	02/12/07	19.0	Appointment
b.	Management/Supervisory – Categorically Funded (None)				
c.	Classified/Confidential				
DISTRICT					
	Cynthia Valenzuela	Payroll Technician	01/02/07	10-7	Promotion
MORENO VALLEY CAMPUS					
	*Ana Aguas	Academic Evaluations Specialist	01/02/07	19-1	Appointment
	*Jacqueline Grippin	Administrative Assistant (VP – Business Services)	01/02/07	19-5	Promotion
	Jason Johnson	Officer, Safety and Police	12/13/06	19-1	Appointment
	Susan Lauda	Administrative Assistant (VP – Educational Services)	12/13/06	19-5	Promotion
	*Stefanie Stackhouse	Instructional Department Specialist (School of Nursing – MEC)	12/13/06	17-1	Appointment

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
NORCO CAMPUS				
Ruth Smith	Administrative Assistant (VP – Educational Services)	12/13/06	19-5	Promotion
Arlen Verdehyou	Officer, Safety and Police (Part-time, 60%)	12/13/06	19-1	Appointment
*Linda Wright	Administrative Assistant (VP – Business Services)	01/02/07	19-5	Promotion
RIVERSIDE CITY COLLEGE				
Jillian Oliveras	Administrative Assistant (VP – Student Services)	12/13/06	19-1	Appointment

d. Classified/Confidential – Categorically Funded

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

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.



Subject: Classified Personnel

1. Appointments – Continued

- 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 – 2007 Spring Semester  
The following Professional Expert Presenters, indicated on the attached list, will present a Community Education Program(s).
- i. Special Assignments  
(None)

2. Professional Growth Achievement Step

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

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

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

<u>Name</u>	<u>Title</u>	<u>Achievement Step(s) Earned</u>
Melissa Elwood	Accounts Payable Specialist	Step 4 @ \$35

3. 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>
Mary Parker	Secretary IV	11/22/06
Irene Reyes	Community Education Clerk	12/05/06

Report No.: V-A-1-b

Date: December 12, 2006

Subject: Classified Personnel

4. Separation  
(None)

5. Organizational Charts

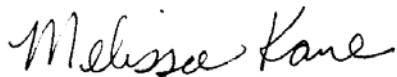
For Board information only, attached are current organizational charts for the Chancellor, Vice Chancellors, and College Presidents.

Report No.: V-A-1-b

Date: December 12, 2006

Subject: Classified Personnel

Submitted by:



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Melissa Kane  
Interim Vice Chancellor, Diversity and  
Human Resources

Transmitted to the Board by:



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Salvatore G. Rotella

Concurred by:



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Virginia MacDonald  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:

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Daniel Castro  
President, Riverside City College



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Ray Maghroori  
Vice Chancellor, Academic Affairs

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Brenda Davis  
President, Norco Campus



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James L. Buysse  
Vice Chancellor, Administration and Finance

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Irving G. Hendrick  
Interim President, Moreno Valley  
Campus



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Linda Lacy  
Vice Chancellor, Student Services/Operations

Name	Subject
Acharya, Surekha	English
Alexander, Douglas	Counseling (DSPS)
Aljord, Huda	Arabic
Allen, Thomas	English
Amodeo, Margaret	Counseling
Andacheh, Khalil	Sociology
Anderson, Kristine	English
Anguiano, Joe	English
Arguelles, Rudolph	Physical Education
Armstrong, Sally	Art
Aycock, Gregory	Counseling
Bader, Melissa	English
Baker, David	Sociology
Banks, James	Human Services
Barboza, Matthew	Computer Applications Technician/CIS
Barnes, Micheal	Counseling
Beck, Rex	Business Administration
Bemis, Chad	Mathematics
Bernier, Daniel	Chemistry
Bhatia, Shailesh	Computer Information Systems
Boelman, Peter	Economics
Bonzoumet, Nikki	Physical Education
Briggs, Cordell	English/ESL
Brotherton, Catherine	Computer Information Systems
Brown, Amanda	Mathematics
Brown, Ellen	Counseling
Brown, Jami	Sociology
Brown, Scott	Counseling
Brown, Timothy	Reading
Brown, William	Physical Education
Broyles, Larisa	Anthropology
Burchett, Gregory	Biology
Burnett, Sarah	Early Childhood Studies
Burris, Robert	Air Conditioning
Campbell, Dorothy	Spanish
Casolari, Amber	Economics
Chacon, Rosina	Counseling
Chaks, Leslie	Counseling
Chaks, Michael	Accounting
Chenoweth, Rita	Dance

Name	Subject
Christiansen, Jill	Nursing
Chung, Elisa	Mathematics
Cluff, Michael	English
Colapinto, Eileen	Counseling
Cordery, Janet Leigh	Counseling
Cordier, Gerald	Engineering
Coverdale, John	Computer Information Systems
Cramm, Kenneth	Mathematics
Crasnow, Sharon	Philosophy
Cregg, James	Computer Applications Technician/CIS
Cryder, Michael	Anatomy and Physiology
Curtis, Peter	Music
Daddona-Moya, Michelle	Physical Education
Dassow, Arthur	Counseling
Davin, Richard	Sociology
Dean, Leslie	Geography
DeSantis, Joseph	Speech Communication
DiBenedetto, Tamra	English
Dieckmeyer, Diane	Faculty Development
Dierdorff, Joanne	Dance
Drake, Sean	Mathematics
Dumer, Olga	English as a Second Language
Duran, Jose	Business Administration/Marketing
Elizalde, Andres	English
Elton, William	Physical Education
Fast, Matthew	Computer Information Systems
Fawson, Evangeline	Nursing
Flick, Arend	English
Fontaine, Robert	Emergency Medical Services
Fontana, Sandra	Spanish
Forlenza, Gerard	History
Foster, Donald	Music
Frewing, Janet	Mathematics
Friedrich Finnern, Teresa	Biology
Galicia, Felipe	Biology
Gobatie, Cynthia	Philosophy
Gonzalez, Heather	English
Gray, Alexis	Anthropology
Grey, Bobbie	Chemistry
Haghighat, Dariush	Political Sciences

Name	Subject
Haines, Mark	Dance
Hall, Barbara	Anthropology
Hall, Lewis	Computer Information Systems
Haugh, Judy	Counseling
Havener, Kathy	Nursing
Herzig, Paul	Computer Information Systems
Heyde, Marilynn	Dental Assisting/Dental Hygiene
Hill, Jimmie	Counseling
Hopkins, John	Art
Howard, Lin	English
Hulshof, Lidia	Dental Assisting/Dental Hygiene
Humble, Dina	Music
Hunt, Glenn	Mathematics
Ishihara, Chie	Business Administration
Issa, Ali	Health Science
Jeter, Charlene	Counseling
Jew, Robert	Art
Jimenez, Gary	Counseling
Johnson, Brian	Mathematics
Johnson, Fen	Mathematics
Judon, LaNeshia	Business Administration/Paralegal Studies
Julian, Jodi	Theater Arts
Kinser, Anita	Nursing
Kobzeva-Herzog, Elena	Spanish
Kollitz, Janice	English
Kreitner, Lani	English
Legner, Mary	Mathematics
Lehr, Janet	Computer Applications Technician/CIS
Lehr, Mark	Computer Information Systems
Leifer Hartston, Gloria	Nursing
Lesser, Donna	Dental Assisting/Dental Hygiene
Lewis, Mark	Speech Communication
Lipkin, Ellen	Health Science
Lomayesva, Dwight	History
Lowden, Clara	Physical Education
Lowry, Stephanie	Nursing
Magno, Karyn	Counseling
Mahon, Richard	Humanities
Makin, Deborah	Political Sciences
Matsos, Peter	Psychology

Name	Subject
Mayse, Kevin	Music
McCarron, James	Physical Education
McLeod, Scott	Computer Information Systems
McQuead, Michael	Computer Information Systems
Mills, David	English
Mills, Susan	Accreditation
Minyard, Applewhite	Journalism
Miter, Carol	English
Montano, Michael	Mathematics
Moore, Barbara	Biology
Morales, Gerber	Mathematics
Morrison, James	Health Science
Mowrey, Jodi	American Sign Language
Namekata, James	Mathematics/Physical Education
Nelson, Lisa	English
Nollette, Christopher	Emergency Medical Services
Nyrop, Sonya	English
O'Connell, Paul	Automotive Technology
Okamura, Cindy	English
Olaerts, Ana Marie	Speech Communication
Ortega, Daniel	Counseling
Osgood-Treston, Brit	English
Pardee, Ronald	Business Administration/Management
Parker, Alfred	History
Parks, Jason	Mathematics
Pavlis, Bonnie	Humanities
Payan, David	Counseling
Perhamus, Judith	Computer Information Systems
Pessah, Samuel	Italian
Phelps, William	Geology
Pietro, John	Mathematics
Pleasants, Joan	Chemistry
Prior, Robert	Mathematics
Reid, Miguel	English as a Second Language
Richard, Charles	Music
Ries, Richard	Mathematics/Physical Education
Rocco, Christopher	Humanities
Rogers, Dennis	Physical Education
Romero, Clarence	Psychology
Rosario, John	Anatomy and Physiology

Name	Subject
Rowe, Phyllis	Nursing
Ruiz, Rogelio	Mathematics
Ruiz, Ronald	Psychology
Ryder, Mary	Counseling
Sanchez, Marc	Mathematics
Sarkis, Rosemarie	French
Schall, Janice	Sociology
Schinke, Ward	Political Sciences
Schutte, Donna	Nursing
Shaw, Terrance	Biology
Shirinian, Margarita	English/ESL
Sigloch, Steven	Physical Education
Skiba, Karin	Art
Slocum, David	Automotive Technology
Smith, Heather	Biology
Smith, John	Physical Education
Somasundaram, Sivajah	Mathematics
Spangler, Jason	English
Stearns, Frank	Accounting
Thompson, Oliver	Administration of Justice
Titus, Patrick	Counseling
Tjandra, Margaret	English as a Second Language
Tolunay Ryan, Adviye	Psychology
Torre, Sandra	Computer Applications Technician
Tovares, Charles	Geography
Townsell, Jeffie	Counseling
Tutor, Patricia	Nursing
VantHul, Tammy	Nursing
Vega, Daniel	Counseling
Wagner, Stephen	Anatomy and Physiology
Wagner, Thomas	Business Administration/Real Estate
Wallstrom, Timothy	Physical Education
Webster, Diana	Business Administration/Management
Whelchel, Pamela	Mathematics
White, Virginia	Health Science
Wiggs, Micherri	Speech Communication
Wilcoxson, Don	Business Administration
Williams, Edward	English
Woods, Kristi	History
Worsham, Patricia	Accounting



Name	Subject
Wyckoff, Charles	Business Administration/Marketing
Yates, Sharon	Early Childhood Studies
Yglecias, Elizabeth	Counseling
Yoshino, Ron	History
Young, John	Economics
Yount, Gwendolyn	Spanish
Zwart, Gail	Business Administration/Management

NAME	SUBJECT
Aandahl, Larry	Air Conditioning and Refrigeration
Abel, Michael	Administration of Justice
Acevedo, Roland	Administration of Justice
Aguilar, Jairo	Mathematics
Aldridge, Lola	Physician Assistant
Alexander, Sharon	Nursing
Allahyari, Reza	Chemistry
Allen, Ericka	English
Alm, Mitchell	Administration of Justice
Almeida, Frank	Physical Education
Almy, Janice	Reading
Altheide, Richard	Administration of Justice
Alvarez, Alexis	Sociology
Alvarez, Hansel	English
Andersen, Charles	Computer Applications & Office Tech
Andersen, Charles	Computer Information Systems
Anderson, John	Senior Citizen Education
Anderson, Robert	English
Andrade, Henry	Physical Education
Anemelu, Victoria	Mathematics
Anich, Kathleen	Nursing
Arjmand, Shahriar	Mathematics
Armatis, Dennis	Administration of Justice
Arnold, Homer	Art
Arrowood, Gayle	English
Asaro, Marcus	Mathematics
Assumma, Frank	Administration of Justice
Assumma, Michael	Marketing
Austin, Sara	Philosophy
Aycock, Rhonda	Counseling
Baiamonte, Nicholas	Philosophy
Baird, Curtis	Anatomy and Physiology
Baird, Curtis	Health Science
Baker, Lance	Physical Education
Balderrama, Sandra	Computer Applications & Office Tech
Banales, Sergio	Administration of Justice
Barbee, Michael	Physical Education
Barber, Keri	English
Bates, Scott	Administration of Justice
Baxter, Judith	Nursing
Beach, Joshua	English
Beaman, Kent	Biology

NAME	SUBJECT
Beaman, Kent	Health Science
Beckham, Jack	English
Beckman, Duane	Administration of Justice
Behr, Richard	Administration of Justice
Bellenger, Joe	Mathematics
Bender, Marc	Administration of Justice
Benito, Jeffrey	Physical Education
Benoit, John	Computer Information Systems
Berber, Alicia	Physical Education
Berg, Kerry	Administration of Justice
Bergreen, Gary	Computer Information Systems
Berg-Ridenour, Sherryl	Business Administration
Berry, Thomas	Speech Communication
Bittenbender, Neil	English
Black, Alicia	Early Childhood Studies
Blackmore, Lois	Senior Citizen Education
Blomdahl, Bruce	Administration of Justice
Boboye, Jackie	Guidance
Borden, Thomas	Physical Education
Boulanger, Susan	Theater Arts
Bourbonnais, Melissa	Political Science
Bowyer, Kenneth	History
Boyd, John	Administration of Justice
Boydd, James	Administration of Justice
Bradshaw, Lee	Education
Bratton, Marc	Physician Assistant
Bringhurst, Frederick	Early Childhood Studies
Britt, Vivian	Library
Broersma, Heather	Mathematics
Brophy, Gene	Reading
Brown, Dennis	Physical Education
Brown, Leslie	Art
Brown, Mary	Nursing
Brown, Michelle	Physical Education
Brown, Sonya	Real Estate
Browne, Vern	Computer Information Systems
Buchmann, Peter	Mathematics
Buenrostro, Sandra	Counseling
Buenviaje, Dino	History
Buhr, Edward	Mathematics
Bushman, Fran	Counseling
Bushman, Linda	Dental Assistant

NAME	SUBJECT
Bushman, Linda	Dental Hygiene
Buttram, Shannon	Nursing
Calloway, Angela	Early Childhood Studies
Campbell, Dorman	Reading
Can, Minh	Mathematics
Canalejas, Laurent	Spanish
Canizales, Michael	Administration of Justice
Cardenas, Yolanda	Spanish
Carlton, Robert	English
Carmello, Alice	Real Estate
Carrigan, Ryan	Business Administration
Carrillo, Carmen	English
Casella, Daniel	Counseling
Chambers, Bart	Administration of Justice
Charrette, Eric	Administration of Justice
Chavez, Anna	Dance
Chavez, Cynthia	Early Childhood Studies
Chavez, Dolores	Mathematics
Cho, Yoon-Sung	Humanities
Choi, Hong	Mathematics
Cleary, Joseph	Administration of Justice
Clements, Charles	Fire Technology
Clothier, Patricia	Administration of Justice
Cochran, Curtis	Mathematics
Collins, Scot	Administration of Justice
Conley, Gerald	Political Science
Coronado, Rita	English
Cortner, Kimberly	English
Coulter, Alan	Administration of Justice
Creeden, Catherine	Guidance
Cubbage-Vega, April	Sociology
Curnow, Bruce	Administration of Justice
Currie, Scott	Administration of Justice
Curtis, Theodore	Administration of Justice
Dail, James	English
Dailey, Bryan	Administration of Justice
D'Angelo, William	Administration of Justice
Daniel-Berhe, Sequare	Computer Information Systems
Danley, Hope	Political Science
Dant, David	Computer Applications & Office Tech
Daraei, Kaykhosrow	Computer Information Systems
Davar, Mehrdad	Computer Information Systems

NAME	SUBJECT
Deal McWilliams, Elizabeth	Early Childhood Studies
Decker, Georgia	Spanish
Deets, Kristin	Speech Communication
Deleon-Callju, Roseanne	Senior Citizen Education
Delgado, Edward	Administration of Justice
Delgiudice, Joseph	Administration of Justice
Dewitt, Kathleen	Early Childhood Studies
Dewitt, Kathleen	Guidance
Deyo, Bryan	Fire Technology
Dimaggio, Mark	Administration of Justice
Dominguez, Diana	Mathematics
Donovan, Denise	Dance
Donovan, Martha	Biology
Doty, Ann	Physical Education
Dougherty, John	Mathematics
Doyle, John	Administration of Justice
Driver, Janet	Mathematics
Drumond, Carlos	Spanish
Dudash, Leigh	Geography
Duffer, Roger	Music
Dunn, Paul	Computer Applications & Office Tech
Dunn, Paul	Computer Information Systems
Duvvuri, Indira	Computer Information Systems
Edmundson, Larry	Speech Communication
Edwards Bloom, Rona	Telecommunications
Edwards, Benjamin	Mathematics
Ellaboudy, Shereef	Economics
Elwell, Timothy	Administration of Justice
Erdle, Harvey	Physical Education
Erdle, Harvey	Senior Citizen Education
Estes, Nancy	Music
Farrand, Catherine	Art
Farrell, Kathleen	English
Farris, Matthew	Photography
Fenton, Joshua	English
Fetherolf, Louis	Administration of Justice
Fick, Paul	Administration of Justice
Firtha, Christie	English
Foy, Jennifer	Real Estate
Franco, Nicholas	Counseling
Frank, Candace	English
Fraser, Frances	Senior Citizen Education

NAME	SUBJECT
Friedman, Diana	Computer Applications & Office Tech
Friedman, Diana	Computer Information Systems
Fuentes, David	Spanish
Fultz, Michael	English
Funder, Patricia	Physical Education
Galvez, Susanna	Guidance
Garcia, Daniel	Administration of Justice
Gartley, William	English
Gelenchi, Fantahun	Mathematics
Gemende, Margarita	Administration of Justice
Gill, Harminder	Chemistry
Gingerella, Tamera	Senior Citizen Education
Glass, Shirley	Administration of Justice
Golder, Patricia	English
Gonzalez, Lawrence	Administration of Justice
Gordon, Cynthia	Philosophy
Gourley, Matthew	Theater Arts
Goux, Claudette	Art
Grant, Kalunda (Rae)	English
Green Hodges, Nicole	Art
Gregg, Alex	Fire Technology
Gressier, Pamela	Senior Citizen Education
Griggs, Frederick	Fire Technology
Guldhammer, Bente	Music
Guthrey, Delparde	Mathematics
Gutierrez, Jerry	Administration of Justice
Gutierrez, Jesus	Mathematics
Gutierrez, Salvador	Administration of Justice
Hacker, Kelly	Psychology
Hagar, Gary	Spanish
Hagopian, Verge	English
Hake, Mark	Administration of Justice
Halili, Roberto	Sociology
Hall, Christie	Physical Education
Hall, Sandra	History
Halldane, John	Mathematics
Hallsted, Christopher	English
Hannah, John	Dental Technology
Hannum, Natalie	Fire Technology
Hansen, Cheryl	Physical Education
Harter, Douglas	Humanities
Hashemi, Seyed	Mathematics

NAME	SUBJECT
Haverkamp, Steve	Administration of Justice
Hemborg, Kierstin	Education
Herman, Jenelle	English As A Second Language
Hernandez, Norseman	Spanish
Hewitt, Edwin	Photography
Hicks, Linda	Senior Citizen Education
Hill, Janet	Sociology
Hinckley, David	English
Hokett, Norene	Speech Communication
Holley, John	Mathematics
Holm, David	Administration of Justice
Holmes, Laurie	Computer Applications & Office Tech
Holmes, Laurie	Computer Information Systems
Hoover, Jerry	Dental Technology
Hoover, Kent	Administration of Justice
Horowitz-Flournoy, Jan	Nursing
Horton, Jason	Administration of Justice
Hough, Kenneth	History
Hoxmeier, Tony	Administration of Justice
Hughes, Bradley	Astronomy
Hurlbutt, Michelle	Dental Assistant
Huyssoon, Sara	Computer Applications & Office Tech
Hyland, Thomas	Administration of Justice
Islam, Ashik	Political Science
Ives, Frank	Mathematics
Jalayer, Lynsey	Physical Education
Jennings, Micheal	Fire Technology
Jernegan, Sabrina	Administration of Justice
Johnson, David	Physical Science
Johnson, Jack	Psychology
Johnson, Terry	English
Johnston, Jennifer	Early Childhood Studies
Johnston, Leticia	Spanish
Jones, Anthony	Physical Education
Jorgensen, Judy	Architecture
Josker, Angelena	Administration of Justice
Kaufhold, Berkley	English
Kazsuk, Elizabeth	Sociology
Keith, Thomas	Philosophy
Kelley, Michael	Physical Education
Kent, Michael	English
Kibby, Michael	Administration of Justice

NAME	SUBJECT
Kim, Edward	Mathematics
Kim, Myong-Sook	Mathematics
Kipp, Ronald	Administration of Justice
Kirby, Barbara	Early Childhood Studies
Knight, Wayne	Humanities
Knight, Wayne	Philosophy
Koehler, Pamela	Administration of Justice
Koh, Soong-Hee	English As A Second Language
Korson, Thomas	English
Krajewski, Linda	Psychology
Kraus, Lee	English
Krivanek, Kenneth	English
Kurland, Harvey	Senior Citizen Education
Kurs, Mitchell	American Sign Language
Kusy, Steven	Administration of Justice
Lafferty, Michael	Political Science
Lamoureux, Kelly	Dance
Lansing, Sandra	English
Lape, Eric	Humanities
Lape, Eric	Philosophy
Lee, Stephen	Mathematics
Leigh, Cynthia	History
Leon, Joyce	Computer Applications & Office Tech
Leon, Joyce	Computer Information Systems
LeSueur, Summer	Dance
Lewis, James	Real Estate
Lingo, Marla	Administration of Justice
Lippire, Kristine	Art
Lippire, Kristine	Senior Citizen Education
Lively, Christine	American Sign Language
Livingston, Penny	Human Services
Lomeli, Sinar	Guidance
Lomeli, Sinar	Counseling
Loverde, Andrew	English
MacKenzie, Carolyn	Computer Applications & Office Tech
MacKenzie, Carolyn	Real Estate
Maddux, Michael	Administration of Justice
Maheshwari, Subodh	Senior Citizen Education
Maldonado, Teddi	Speech Communication
Mann, David	Speech Communication
Manross, Debra	Speech Communication
Margo, Jaqueline	Mathematics



NAME	SUBJECT
Mariano, Merry	English
Marlo, Susan	Computer Information Systems
Marquez, Gilbert	Computer Applications & Office Tech
Marquez, Gilbert	Computer Information Systems
Marsh, Rebecca	English
Marshall, Gregory	History
Marshall, Z Blossom	Physical Education
Martinez, David	Physical Education
Martinez, Fernando	Spanish
Martinez, Roman	Administration of Justice
Matanane, Margaret	Reading
Mauldin, Marcus	English
Mazur-Stommen, Susan	Anthropology
McAllister, Dan	Administration of Justice
McConnell, Lisa	Administration of Justice
McDonald Sarep, Melissa	English As A Second Language
McDonald, Robert	Guidance
McGeachy, Douglas	Administration of Justice
McKinney, James	Mathematics
McMains, Jason	Physical Education
McManus, Patrick	Administration of Justice
McManus, Timothy	Administration of Justice
McMurrich, Robert	Administration of Justice
McNamara, Joseph	Administration of Justice
McSwain, Gayle	Physical Education
Megas, Alexander	Music
Meier, Susan	History
Melendez, William	Fire Technology
Melgarejo, Francisco	Physical Education
Merrill, Valerie	Mathematics
Mettrick, Jon	Psychology
Meyer, Wally	Administration of Justice
Micham, Wendy	Psychology
Millar, Alma	Speech Communication
Miller, Christopher	Fire Technology
Miller, Lori	English
Milner, Amite	Psychology
Modzelewski, Ann	English
Money, Brian	Administration of Justice
Monroy, Julio	Spanish
Moody, Dan	Administration of Justice
Moore, Robert	Administration of Justice

NAME	SUBJECT
Morgan, Douglas	Humanities
Mulari, Jeffrey	Mathematics
Munoz, Miguel	Administration of Justice
Murillo, Charles	English
Namekata, Douglas	Physical Education
Nash, Patrick	Administration of Justice
Neglia, Philip	Administration of Justice
Nelson, Kristina	English
Ngo, Hai	Mathematics
Nguyen, Tung	Mathematics
Niswonger, Jerome	Business Administration
Norton, Kent	Fire Technology
Norton, Kristen	Psychology
O'Donnell, Michael	Administration of Justice
Olin, Diane	Anatomy and Physiology
Olson, Susan	Physical Education
Orlijan, Kimberly	English
Ortega, Jose	Physical Education
Orton, Renee	Speech Communication
Otiko, Gabriel	Chemistry
Paine, Kristy	Administration of Justice
Papas, Constantine	English
Paredes, Mark	Physical Education
Park, Steve	Mathematics
Parker, La Tonya	Counseling
Parkinson, Robert	Computer Information Systems
Parsley, Martie	Speech Communication
Parsons, Jimmy	Administration of Justice
Pattison, Anne	Counseling
Patton, Gary	Computer Applications & Office Tech
Pedroja, Joy	English
Peebles, Robert	Administration of Justice
Pehkonen, Laura	Computer Applications & Office Tech
Pendleton, Gary	English As A Second Language
Pentis, Carl	Business Administration
Perches, Carmen	Counseling
Perez, David	English
Perez, Ricky	Administration of Justice
Peters, Steven	Administration of Justice
Peterson, Janet	Early Childhood Studies
Pico, Phillip	Administration of Justice
Pinson, John	English

NAME	SUBJECT
Plesko, Susan	English
Ponder, Theodore	Culinary Arts
Porter, Tigger	Fire Technology
Poston, James	Sociology
Ptalis, Beth	Administration of Justice
Ptalis, Beth	English
Qumsiya, John	Mathematics
Racataian, Cristian	Computer Information Systems
Racataian, Valentin	Mathematics
Radtke, Wendy	Psychology
Rainey, Arthur	Computer Information Systems
Ramalingam, Leah	Computer Applications & Office Tech
Ramirez, Candace	English
Ramirez, Javier	Art
Ramos, Andre	Administration of Justice
Ramos, Sean	Administration of Justice
Ramseyer, Diana	English
Rangel, Francisco	Accounting
Rangel, Francisco	Computer Applications & Office Tech
Rangel, Gladden	Reading
Rangel, Makeba	Reading
Rappaport, Robert	Fire Technology
Rawley, James	English
Reed, Harold	Administration of Justice
Reed, Lawrence	English
Reed, Stephen	History
Reeves, Daniel	Administration of Justice
Reid, Mary	Administration of Justice
Reina, Dorothy	History
Renney, Michael	Administration of Justice
Reyes, Ernesto	Mathematics
Reynolds, Vanessa	Physician Assistant
Rice, Wallace	Administration of Justice
Riddell, Jeannette	English
Ridley, Roger	History
Robinson, Boris	Administration of Justice
Rodriguez, Gerardo	Administration of Justice
Rodriguez, Lisa	Anthropology
Rojo, Andy	Physical Education
Romero, Michael	Philosophy
Rose, Robert	Administration of Justice
Rosenberg, Donald	Speech Communication

NAME	SUBJECT
Roulston, Adam	Administration of Justice
Rowe-Williams, Lisa	Administration of Justice
Rozo, Nelson	Administration of Justice
Rubino, Joseph	Guidance
Rubino, Joseph	Counseling
Rubinoff, Martin	Physical Education
Russell, Dorothy	Administration of Justice
Russo, Rachele	Physical Education
Saavedra, Mark	Physical Education
Sadatmand, Kamal	Mathematics
Sadiq, Fahima	Mathematics
Samson, Danae	English
Sanchez, Ernest	Administration of Justice
Sargent, Marilyn	English
Sausser, Darrell	Music
Scanlon, Gail	Fire Technology
Scanlon, Terry	Administration of Justice
Schoepflin, Leann	Dental Assistant
Schoepflin, Leann	Dental Hygiene
Schwankle, David	English
Scott, Jonathan	Business Administration
Scott, Ming-Yin	Accounting
Sell, Jeremy	English
Sferrazza, Mary	Senior Citizen Education
Shafer, Kenneth	History
Shefchik, Michael	Reading
Shelton, Jeanna	Dance
Short, Christina	English
Singh, Peggy	Physical Education
Skerbelis, Monika	Telecommunications
Skinner, Beth	Humanities
Slattery, Christy	Fire Technology
Smith, Andrew	Accounting
Smith, Patricia	Physical Education
Smith, Valerie	Guidance
Snell, Lea	Physical Education
Snitker, Nicole	Dental Hygiene
Snow, Margaret	Business Administration
Solorzano, Cesar	Spanish
Soltz, James	Administration of Justice
Somers, Rita	English
Soriano, Anthony	Administration of Justice

NAME	SUBJECT
Soto, Nadia	Administration of Justice
Spivacke, Rdean	Administration of Justice
Stafford, Katherine	Physician Assistant
Starwalker, Marilyn	American Sign Language
Stephens, Heather	Theater Arts
Stevenson, Kathryn	English
Stoddard, Gwendolyn	English As A Second Language
Stokes, Danielle	English
Stonebreaker, Andrew	Administration of Justice
Strang, Charles	Administration of Justice
Street, David	Administration of Justice
Sullivan, John	English
Sullivan, William	Administration of Justice
Sung, Mi Kyung	Speech Communication
Swanson, William	Psychology
Swenson, Linda	Dance
Syphus, Harry	English
Talarico, Michael	Administration of Justice
Tarantino Phillipsen, Cheryl	Administration of Justice
Tatton, Madeleine	Early Childhood Studies
Taylor, Cynthia	Business Administration
Taylor, Frank	Administration of Justice
Taylor, Robert	Dental Technology
Teneyck, Michael	Accounting
Tew, Merrill	Senior Citizen Education
Thompson, Darrelle	Computer Applications & Office Tech
Thompson, Darrelle	Computer Information Systems
Tilton, Dennis	English
Tilton, Roger	Psychology
Tingle, Terrence	Administration of Justice
Tinker, Robert	Fire Technology
Tisdorn, Edvige	Physical Education
Tochtrop, Martin	Administration of Justice
Tombs, Terry	Anthropology
Torres, Marco	Health Science
Torrez, Michael	Chemistry
Tougas, Lynette	English As A Second Language
Townsend, Toby	Philosophy
Tran, Victor	Mathematics
Turner, Kimberly	English
Turnier, Arthur	Administration of Justice
Uppala, Gurunatha	Mathematics

NAME	SUBJECT
Valdezalvarez, Jorge	Mathematics
Vanderhoof, George	Administration of Justice
Vandermeiden, Sharon	Art
Varga, Charles	Administration of Justice
Vasquez, Laura	English
Vega Sanchez, Mario	Spanish
Vennemann, Darlene	Paralegal Studies
Villasenor, Silvia	Health Science
Wagner, Jeffrey	Culinary Arts
Wagner, Leroy	Administration of Justice
Wait, Cynthia	Administration of Justice
Walag, Stephen	Photography
Walsh, Sarah	Senior Citizen Education
Warden, Marine	Psychology
Watrous, James	Computer Applications & Office Tech
Watrous, James	Computer Information Systems
Watson, Harry	Mathematics
Webber, Diana	Dance
Weissmann, Mark	Administration of Justice
Whelan, Linda	Guidance
White, Debra	Speech Communication
White, Jerry	Physical Education
Whitford, Kevin	Administration of Justice
Whitt, Ronald	Administration of Justice
Wickers, Rodney	Business Administration
Wilhite, Charles	Administration of Justice
Williams, Bruce	Computer Information Systems
Williams, Maria	Culinary Arts
Williams, Richard	Computer Information Systems
Wilson, Bryan	Administration of Justice
Wilson, Gladys	Computer Applications & Office Tech
Wilson, Karen	Music
Wilson, Martena	Physical Education
Wood, Terry	Administration of Justice
Worby, Glen	Administration of Justice
Wright, James	Administration of Justice
Yang, May	English
Yankee, Alan	Music
Ybarra, Daniel	Administration of Justice
Ybarra, Thomas	Administration of Justice
Yoshinaga, Ann	Fire Technology
Zaleski, Katrina	English

<u>NAME</u>	<u>SUBJECT</u>
Zambrano, Charlotte	Computer Applications & Office Tech
Zardoost, Vahid	Computer Applications & Office Tech
Zardoost, Vahid	Computer Information Systems
Zeeb, John	Psychology
Zeller, Michael	Mathematics
Zurita, Marcial	Mathematics

<b>Name</b>	<b>Title</b>	<b>Term of Appointment</b>
Anderson, Lorraine B.	District Dean, Admissions and Records	07/01/06 - 06/30/07
Bajaj, Pankaj	District Dean/Dir, Institutional Reporting & Academic Services	07/01/06 - 06/30/07
Baker, Sandra L.	District Dean, School of Nursing	07/01/06 - 06/30/07
Barron, Richard D.	Associate Dean, Academic Innovative Programs/Occupational Education	07/01/06 - 06/30/07
Brady, Glen L.	Director, Distance Education	07/01/06 - 06/30/07
Bramucci, Robert S.	District Dean, Open Campus	07/01/06 - 06/30/07
Bufalino, Patricia M.	Interim, Dean of Instruction	11/22/06 - 06/30/07
Burnett, Daria	Dean, Student Services	07/01/06 - 06/30/07
Bush, Edward C.	Dean, Student Services	07/01/06 - 06/30/07
Camak, Shelagh	District Dean, Workforce Development	07/01/06 - 06/30/07
Carrillo, Michael S.	EOPS Director	07/01/06 - 06/30/07
Chavez, Maureen C.	Project Director, Developing Hispanic-Serving Institutions Grant (Title V)	07/01/06 - 06/30/07
Conyers, Lisa A.	Dean of Instruction	07/01/06 - 08/29/06
Conyers, Lisa A.	Vice President, Educational Services	08/30/06 - 06/30/07
Delgadillo-Flores, Monica	Dean, Student Services	07/01/06 - 06/30/07
DiThomas, Deborah S.	Associate Vice Chancellor, Student Services/Operations	07/01/06 - 06/30/07
Gamiz, Gabriela	Project Director, Developing Hispanic-Serving Institutions Grant (Title V)	07/01/06 - 06/30/07
Greene, Ravelle Lyn	Associate Dean, Governmental Relations, Grants and Contracts	07/01/06 - 06/30/07
Hanson, Virginia	Interim Dean of Instruction	07/01/06 - 07/24/06
Hanson, Virginia	Interim Vice President, Academic Affairs	07/25/06 - 06/30/07
Howard, Lisa K.	Interim District Associate Dean, Nursing	07/03/06 - 06/30/07
Isaac, Wolde-Ab	Dean, Health Sciences Programs	07/01/06 - 07/24/06
Isaac, Wolde-Ab	Instructor/Dean, Health Sciences Programs	07/25/06 - 06/30/07
Jackson, Ola M.	Associate Dean, Teacher Preparation and Education Programs	07/01/06 - 06/30/07
Kauffman, Kristina M.	Associate Vice Chancellor, Institutional Effectiveness	07/01/06 - 06/30/07
Keeler, Richard L.	Director, Grant & Contract Services	07/01/06 - 06/30/07
Kimberling, Renee C.	District Director, Health Services	07/01/06 - 06/30/07
Lindsay, Dawn S.	Dean of Instruction	07/01/06 - 06/30/07



<b>Name</b>	<b>Title</b>	<b>Term of Appointment</b>
Loewenstein, Gaither D.	Vice President, Educational Services	10/01/06 - 06/30/07
Marks, Jill M.	Project Director, Gateway to College	07/01/06 - 06/30/07
Martinez, Daniel	Associate Director, Institutional Research	07/01/06 - 06/30/07
Martinez-Flores, Marilyn	Associate Dean, College Program Support	07/01/06 - 06/30/07
McCroskey, Paula T.	District Dean, Disabled Student Programs & Services	07/01/06 - 06/30/07
Meier, Barry N.	District Dean, Physical Education and Athletics	07/01/06 - 06/30/07
Moghaddam, Mohammad	Director, Hospitality and Culinary Arts Programs	07/01/06 - 06/30/07
Perez, Ricardo E.	Vice President, Student Services	07/17/06 - 06/30/07
Quin, Carol L.	Dean, Riverside School for the Arts	07/01/06 - 06/30/07
Tenpas, Cynthia L.	Assistant Dean, Library/Learning Resources	07/01/06 - 06/30/07
Thomas, Sylvia A.	Associate Vice Chancellor, Instruction	07/01/06 - 06/30/07
Tillquist, John J.	Dean, Technology and Economic Development	07/01/06 - 06/30/07
Torres, David P.	District Dean, Institutional Research	07/01/06 - 06/30/07
Vincent, Eugenia E.	District Dean, Student Financial Services	07/01/06 - 06/30/07
Vincent, William K.	Dean, Public Safety Education and Training	07/01/06 - 06/30/07
Vito, Ronald A.	District Dean, Occupational Education	07/01/06 - 06/30/07
Vizuite, Maria Elena	Activity Director, Hispanic-Serving Institutions Title V, Teacher Preparation	11/22/06 - 06/30/07
Whitaker, Debbie K.	Associate Dean, Early Childhood Education	07/01/06 - 06/30/07
Wong, Cecilia	Executive Dean, Technology and Learning Resources	07/01/06 - 06/30/07

Acharya, Surekha  
Alexander, Douglas  
Aljord, Huda  
Allen, Thomas  
Almquist, David  
Amezquita, Anna Marie  
Amidon, Tucker  
Amodeo, Margaret  
Amrich, Michael  
Andacheh, Khalil  
Anderson, Kimberly  
Anderson, Kristine  
Anguiano, Joe  
Arguelles, Rudolph  
Armstrong, Sally  
Avalos, David  
Avila, Patricia  
Aycock, Gregory  
Baker, David  
Balent, Amy  
Banks, James  
Baradaran, Robert  
Barboza, Matthew  
Barnes, Micheal  
Beck, Rex  
Beckstrom, Douglas  
Bemis, Chad  
Bhatia, Shailesh  
Biancardi, Fabian  
Binam, Janis  
Blair, Scott  
Boelman, Peter  
Bonzoumet, Nikki  
Bowen, Douglas  
Brewster, Steven  
Briggs, Cordell  
Brockenbrough, Celia  
Brooks, Kathryn  
Brose, Friedrich  
Brotherton, Catherine  
Brown, Amanda  
Brown, Ellen  
Brown, Jami  
Brown, Scott  
Brown, Timothy  
Brown, William

Broyles, Larisa  
Bufalino, Patricia  
Burchett, Gregory  
Burnett, Sarah  
Burriss, Robert  
Byun, John  
Campbell, Dorothy  
Carreras, Sofia  
Casolari, Amber  
Cazares, Deborah  
Cerwin-Bates, Stacey  
Chaks, Leslie  
Chaks, Michael  
Chapman, Dee  
Chatterjee, Achinta  
Cheney, James  
Chenoweth, Rita  
Christiansen, Jill  
Chung, Elisa  
Clark, Daniel  
Clark, Ross  
Cluff, Michael  
Colapinto, Eileen  
Colucci, Marie  
Conrad, Diane  
Cordery, Janet Leigh  
Cordier, Gerald  
Coverdale, John  
Cramm, Kenneth  
Crasnow, Sharon  
Cregg, James  
Cryder, Michael  
Curtis, Peter  
Daddona-Moya, Michelle  
Dassow, Arthur  
Davin, Richard  
DeGuzman, Joseph  
DeSantis, Joseph  
Dean, Leslie  
DiBenedetto, Tamra  
Dieckmeyer, Diane  
Dierdorff, Joanne  
Douglass, Kelly  
Drake, Sean  
Dumer, Olga  
Duran, Jose

Dyogi, Damianita  
Eckstein, Joseph  
Elder, Gregory  
Elizalde, Andres  
Elton, William  
Farrar, Carol  
Farris, Katheryn  
Fast, Matthew  
Fawson, Evangeline  
Finner, Richard  
Flick, Arend  
Fontana, Sandra  
Forlenza, Gerard  
Foster, Donald  
Freitas, Siobhan  
Frewing, Janet  
Friedrich Finnern, Teresa  
Fry, Maureen  
Gage, George  
Galicia, Felipe  
Garcia, Carlos  
Garcia, Hayley  
Garcia, Steven  
Georgakakos, John  
Gibbons-Anderson, Joan  
Gibbs, Travis  
Gillins, Sharon  
Gobatie, Cynthia  
Gonzalez, Heather  
Graham, Douglas  
Gray, Alexis  
Greco, Priscilla  
Green-Cochrane, Monica  
Grey, Bobbie  
Gutierrez, Edgar Ivan  
Haghighat, Dariush  
Haines, Mark  
Hall, Barbara  
Hall, Deborah  
Hall, Lewis  
Haugh, Judy  
Hausladen, Lisa  
Havener, Kathy  
Herrick, Scott  
Herzig, Paul  
Heyde, Marilyn

Hill, Jimmie  
Hitchcock, Dominique  
Honore, Cheryl  
Hopkins, John  
Horn, Stephen  
Howard, Lin  
Huang, Shufen  
Hulshof, Lidia  
Humble, Dina  
Hunt, Glenn  
Indermuehle, Denise  
Ingham, Susan  
Ishihara, Chie  
Issa, Ali  
Jackson, Henry  
Jeter, Charlene  
Jew, Robert  
Jiang, George  
Jimenez, Gary  
Johnson, Brian  
Judon, LaNeshia  
Julian, Jodi  
Keiser, Terry  
Kelly, Kathryn  
Kennedy, Stephen  
Kime-Hunt, Ellen  
Kinser, Anita  
Knipe, Theodore  
Kobzeva-Herzog, Elena  
Kollitz, Janice  
Kreitner, Lani  
Kross, Carolyn Sue  
Kyriakos, Stephany  
LaCava, Wilma  
Legner, Mary  
Lehr, Janet  
Lehr, Mark  
Leifer Hartston, Gloria  
Lesch, Jacqueline  
Lesser, Donna  
Leung, Juliana  
Lewis, Mark  
Lipkin, Ellen  
Locke, Gary  
Lomayesva, Dwight  
Loomis, Rebecca

Lovelace, Allan  
Loveridge, Kelly  
Lowden, Clara  
Lowry, Stephanie  
Lyons, Ann Marie  
MacDougall, Diana  
Magno, Karyn  
Mahon, Richard  
Makin, Deborah  
Mariscal, Barbara  
Marsh, Diane  
Mason, Dayna  
Masterson, Romulus  
Matsos, Peter  
Mayse, Kevin  
McCarron, James  
McLeod, Scott  
McQuead, Michael  
Mercado, Rosario  
Metcalf, Kim  
Meyer, Michael  
Middleton, Delores  
Mills, David  
Mills, Susan  
Minyard, Applewhite  
Miter, Carol  
Moncrieff, Melvin  
Montano, Michael  
Moody, David  
Moore, Barbara  
Moore, Frankie  
Morales, Gerber  
Morrill, Cynthia  
Morrison, James  
Mowrey, Jodi  
Namekata, James  
Nelson, David  
Nelson, Lee  
Nelson, Lisa  
Ng, Rebecca  
Nollette, Christopher  
Nyrop, Sonya  
O'Connell, Paul  
O'Neill, Terrence  
Ogata, Lorraine  
Okamura, Cindy

Olaerts, Ana Marie  
Ortega, Daniel  
Osgood-Treston, Brit  
Pacheco, Maria  
Pardee, Ronald  
Parker, Alfred  
Pavlis, Bonnie  
Payan, David  
Pena, Larry  
Perhamus, Judith  
Pessah, Samuel  
Pfeifle, Ann  
Pfenninger, Michele  
Phelps, William  
Pietro, John  
Pisa, Sheila  
Pleasants, Joan  
Prior, Robert  
Quinto-MacCallum, Bonavita  
Ramos, Rosa  
Redfern, Terrence  
Reynolds, Joseph  
Rhyne, Jeffrey  
Richard, Charles  
Ries, Richard  
Robles, Andy  
Rocco, Christopher  
Rodman, Richard  
Rodriguez, Nicholas  
Rogers, Dennis  
Romero, Clarence  
Rosario, John  
Rowe, Phyllis  
Ruiz, Rogelio  
Ruiz, Ronald  
Ryder, Mary  
Salcedo, Fernando  
Sanchez, Marc  
Sandoval, Christine  
Sandoval, Victor  
Sarkis, Rosemarie  
Saxon, Kathleen  
Schall, Janice  
Schinke, Ward  
Schutte, Donna  
Scileppi, Patricia

Sell, Kathleen  
Sellick, Mark  
Semonella, Joan  
Seniguar, John  
Shaw, Terrance  
Shirinian, Margarita  
Sigloch, Steven  
Skiba, Karin  
Slocum, David  
Sloniger, Mitzi  
Smith, Deborah  
Smith, Heather  
Smith, Katie  
Solorzano, Diane  
Somasundaram, Sivajah  
Soto, Salvador  
Spangler, Jason  
St. Peters, Susan  
Stafford, Paula  
Stearns, Frank  
Sternburg, Charles  
Stevens, Walter  
Stoabs, Carla  
Stone, Rachel  
Stone, Sylvia  
Stonebreaker, Linda  
Suzuki, Takashi  
Synodinos, Dimitrios  
Taube, Rhonda  
Tedesco, August  
Thetford, Teresa  
Thomas, James  
Thompson, Eric  
Thompson, Oliver  
Titus, Patrick  
Tjandra, Margaret  
Tolunay Ryan, Adviyeh  
Torre, Sandra  
Tovares, Charles  
Townsell, Jeffie  
Tran, Phu  
Truttmann, Leo  
Tschetter, Sheryl  
Tutor, Patricia  
Ulloa, Yuri  
Urquizu, Linda



Van Hulle, Paul  
VantHul, Tammy  
Vega, Daniel  
Vermillion, Amy  
Wagner, Stephen  
Wagner, Thomas  
Wales, Edward  
Wallstrom, Timothy  
Warren, Roger  
Waxman, David  
Webster, Diana  
Werner-Fraczek, Joanna  
Westbrook, Peter  
Whelchel, Pamela  
White, Auston  
White, Virginia  
Wicken, Ingrid  
Wiggs, Micherri  
Wilcoxson, Don  
Williams, Edward  
Willie, Cheryl  
Wimer, Beverly  
Woods, Kristi  
Worsham, Patricia  
Wyckoff, Charles  
Yates, Sharon  
Yglecias, Elizabeth  
Yoshino, Ron  
Young, John  
Yount, Gwendolyn  
Zapata, Valarie  
Zwart, Gail

Bader, Melissa  
Bernier, Daniel  
Carter, Thatcher  
Chacon, Rosina  
Flyr, Mary  
Fontaine, Robert  
Gall, Nancy  
Gutierrez, Monica  
Johnson, Fen  
Knecht, Jasminka  
Moores, Paul  
Nabours, Kathy  
Parks, Jason  
Reid, Miguel  
Smith, John  
Tsai, I-Ching

According to the new law (AB 1835), the minimum wage will be \$7.50 per hour beginning January 1, 2007, which has been set at \$6.75 per hour since January, 2002. Riverside Community College District will be adjusting our Classified Hourly Salary Schedule (Board Policy 4035) according to the new minimum wage.

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Jessica Aldasoro	Clerical, Substitute	11/01/06-06/30/07	10-1 (Conf)
Barbara Brown	Clerical, Substitute	11/01/06-12/15/06	16-5
Pedro Arballo	Custodial, Substitute	11/01/06-06/30/07	13-1
Kurt Brungardt	Grounds, Substitute	10/26/06-06/30/07	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>
Jonathan May	Accompanist III	07/01/06-06/30/07	\$15.00/hour
Jaclyn Lujan	Community Service Officer	07/01/06-06/30/07	\$14.00/hour
Kimberly Simpson	Community Service Officer	07/01/06-06/30/07	\$14.00/hour
Dominick Verrette	Community Service Officer	07/01/06-06/30/07	\$14.00/hour
Pedro Arballo	Custodial Assistant	11/01/06-06/30/07	\$12.50/hour
Sherelle Gaines	Food Service Assistant	10/06/06-06/30/07	\$9.00/hour
Randy Lillard	Food Service Assistant	09/28/06-06/30/07	\$9.00/hour
Raul Rosas	Food Service Assistant	09/05/06-06/30/07	\$9.00/hour
Richard Angulo	Grant Facilitator	10/07/06-06/30/07	\$40.00/hour
John Lane	Grant Facilitator	10/07/06-06/30/07	\$40.00/hour
Margaret Robles	Grant Facilitator	10/07/06-06/30/07	\$40.00/hour
Francisca Guzman	Grant Project Ed. Aide II	10/01/06-06/30/07	\$8.75/hour
Kurt Brungardt	Grounds Assistant	10/26/06-06/30/07	\$13.00/hour
Morgan Carroll	Instructional Aide I	07/01/06-06/30/07	\$6.75/hour
Pui Lok Choi	Instructional Aide I	11/01/06-06/30/07	\$6.75/hour
Erin Hornbeck	Instructional Aide I	11/01/06-06/30/07	\$6.75/hour
Evelyn Jarmillo	Instructional Aide I	11/01/06-06/30/07	\$6.75/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>
Rosemary Waithaka	Instructional Aide II	11/01/06-06/30/07	\$7.25/hour
Anthony Albrecht	Instructional Aide III	10/24/06-06/30/07	\$8.75/hour
Daniel Lambros	Instructional Aide III	10/24/06-06/30/07	\$8.75/hour
Kristina Wessell	Instructional Aide III	10/24/06-06/30/07	\$8.75/hour
Arlyne Witczak	Interpreter I	10/20/06-06/30/07	\$18.00/hour
Amy Bennett	Interpreter III	11/13/06-06/30/07	\$27.00/hour
Tamara Allen	Office Assistant I	10/09/06-06/30/07	\$9.00/hour
Andrea Borja	Office Assistant I	10/25/06-06/30/07	\$9.00/hour
Shannon Capers	Office Assistant I	11/01/06-05/20/07	\$9.00/hour
Carla Chasey	Office Assistant I	09/18/06-06/30/07	\$9.00/hour
Sarah Fernandez	Office Assistant I	11/20/06-06/30/07	\$9.00/hour
Vanessa Gasso	Office Assistant I	10/24/06-06/30/07	\$9.00/hour
Elizabeth Ochoa	Office Assistant I	10/10/06-06/30/07	\$9.00/hour
Christian Aviles	Office Assistant II	10/18/06-06/30/07	\$10.50/hour
Cristina Cervantes	Office Assistant II	11/01/06-06/30/07	\$10.50/hour
Steven Martin	Office Assistant II	10/24/06-06/30/07	\$10.50/hour
Kaylee Ruston	Office Assistant II	11/06/06-06/30/07	\$10.50/hour
Dana Tate	Office Assistant II	11/01/06-06/30/07	\$10.50/hour
Kathryn Rios	Office Assistant III	10/01/06-06/30/07	\$12.50/hour
Janisheia Singleton	Office Assistant III	10/01/06-11/30/06	\$12.50/hour
Akiyoshi Palomo Lemus	Office Assistant IV	11/01/06-01/31/07	\$14.00/hour
Toshu Takamuru	Operations Clerk	10/25/06-06/30/07	\$7.50/hour
Christalyn Thomas	Operations Clerk	11/01/06-06/30/07	\$7.50/hour
Daniel Barrera	Stage Technician III	11/01/06-06/30/07	\$8.50/hour
Kristin Clark	Tutor III	11/01/06-06/30/07	\$9.00/hour

EMPLOYED AS NEEDED  
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Jennifer Stolle	Assistant Coach, Soccer	10/01/06-06/30/07	\$3,423
Gregory Magee	Assistant Coach, Track	01/15/07-06/30/07	\$3,423

VOLUNTEERS  
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Nicholas Cappellano	Athletics	12/05/06-12/09/06
John Czimbab	Athletics	12/05/06-12/09/06
Alan Lombardi	Athletics	12/07/06-12/08/06
William Martinez	Athletics	12/05/06-04/01/07
Fernando Acosta	Health, Human & Public Services	01/01/07-06/30/07
Angela Adams	Health, Human & Public Services	01/01/07-06/30/07
Jason Allen	Health, Human & Public Services	01/01/07-06/30/07
Daniel Antis	Health, Human & Public Services	01/01/07-06/30/07
Darlene Batarseh	Health, Human & Public Services	01/01/07-06/30/07
Elaine Bautista	Health, Human & Public Services	01/01/07-06/30/07
Alfonso Becerra	Health, Human & Public Services	01/01/07-06/30/07
Weston Bleier	Health, Human & Public Services	01/01/07-06/30/07
Erin Blunck	Health, Human & Public Services	01/01/07-06/30/07
Jafari Brown	Health, Human & Public Services	01/01/07-06/30/07
Juan Corona	Health, Human & Public Services	01/01/07-06/30/07
Brian Covington	Health, Human & Public Services	01/01/07-06/30/07
Robert DeCaro	Health, Human & Public Services	01/01/07-06/30/07
Yvonne Deemer	Health, Human & Public Services	01/01/07-06/30/07
Tim Doren	Health, Human & Public Services	01/01/07-06/30/07
Babajide Fajemisin	Health, Human & Public Services	01/01/07-06/30/07
Anthony Gonzales	Health, Human & Public Services	01/01/07-06/30/07
Gustavo Gonzalez	Health, Human & Public Services	01/01/07-06/30/07
Ahmed Haggag	Health, Human & Public Services	01/01/07-06/30/07
Timothy Henry	Health, Human & Public Services	01/01/07-06/30/07
Casey Hewitt	Health, Human & Public Services	01/01/07-06/30/07
Trenton Honda	Health, Human & Public Services	01/01/07-06/30/07
Amanda Paranda	Health, Human & Public Services	01/01/07-06/30/07
Mitsu Killion	Health, Human & Public Services	01/01/07-06/30/07
David Kowallis	Health, Human & Public Services	01/01/07-06/30/07
David Levine	Health, Human & Public Services	01/01/07-06/30/07
Adel Lozano	Health, Human & Public Services	01/01/07-06/30/07
Linh Lu	Health, Human & Public Services	01/01/07-06/30/07
Suzanne Lynn	Health, Human & Public Services	01/01/07-06/30/07
Daniella Macho	Health, Human & Public Services	01/01/07-06/30/07
Judith McKindley	Health, Human & Public Services	01/01/07-06/30/07
Maria Medrano	Health, Human & Public Services	01/01/07-06/30/07
Lee Oliva	Health, Human & Public Services	01/01/07-06/30/07
Elmer Parwani	Health, Human & Public Services	01/01/07-06/30/07
Richard Person	Health, Human & Public Services	01/01/07-06/30/07
Ronald Pratt	Health, Human & Public Services	01/01/07-06/30/07
Carlos Rendon	Health, Human & Public Services	01/01/07-06/30/07

VOLUNTEERS  
BOARD RESOLUTION 10-97/98, CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Ana Rios	Health, Human & Public Services	01/01/07-06/30/07
Daniel Rivas	Health, Human & Public Services	01/01/07-06/30/07
Tim Roa	Health, Human & Public Services	01/01/07-06/30/07
Paul Rogers	Health, Human & Public Services	01/01/07-06/30/07
Shalechia Ross	Health, Human & Public Services	01/01/07-06/30/07
Marco Serrano	Health, Human & Public Services	01/01/07-06/30/07
Oliver Siahaan	Health, Human & Public Services	01/01/07-06/30/07
Scott Smith	Health, Human & Public Services	01/01/07-06/30/07
Elena Summerlin	Health, Human & Public Services	01/01/07-06/30/07
J. Dexter Tanjuakio	Health, Human & Public Services	01/01/07-06/30/07
Christina Tansy	Health, Human & Public Services	01/01/07-06/30/07
Sean Totten	Health, Human & Public Services	01/01/07-06/30/07
Sandra Velazquez	Health, Human & Public Services	01/01/07-06/30/07
Stephanie Whitworth	Health, Human & Public Services	01/01/07-06/30/07

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Cervantes, Cristina	Student Worker	President's Office - MOV	11/27/06	19-4
Chamberlain, Kathryn	Student Worker	Early Childhood Studies - RIV	11/22/06	19-4
Dellinger, Andrew	Student Worker	Early Childhood Studies - RIV	11/14/06	19-4
Do, An	Student Worker	Tutorial Services - RIV	11/03/06	19-4
Holmquist, Ryan	Student Worker	Outreach - RIV	11/27/06	19-4
Lyles, Mark	Student Worker	College Safety & Police - RIV	11/03/06	19-4
Oyama, Ikuyo	Student Worker	Tutorial Services - RIV	11/03/06	19-4
Payne, Danielle	Student Worker	Student Co-Curricular/Activities - RIV	11/22/06	19-4
Pena Jr., Alberto	Student Worker	Title V - MOV	11/22/06	19-4
Ransaw, Rena	Student Worker	Library - NOR	11/28/06	19-4
Rogers, Brittany	Student Worker	Outreach - RIV	11/22/06	19-4
Satchell, Monica	Student Worker	Tutorial Services - MOV	11/03/06	19-4

CATEGORICAL

NAME	POSITION	DEPARTMENT	DATE	RANGE
Belger, Deborah	Student Worker	Administrative Support Center - RIV	11/01/06	19-4
Dragovich, Zachary	Student Worker	Towngate Elementary - AMC	11/22/06	19-4
Gamez, Juan	Student Worker	Vista Heights Middle School - AMC	11/02/06	19-4
Kim, Yang Hee	Student Worker	Disabled Student Program & Services - NOR	11/02/06	19-4
Morales Garcia, Alexander	Student Worker	Applied Technology - RIV	11/01/06	19-4
Moses, Tenaya	Student Worker	Student Activities - MOV	11/01/06	19-4
Neal, Kanisha	Student Worker	Student Equity/Student Svcs - MOV	11/01/06	19-4
Ortiz, Christina	Student Worker	Administrative Support Center - RIV	11/20/06	19-4
Porras-Espinoza, Francisco	Student Worker	Puente Program - RIV	11/14/06	19-4
Porter, Justin	Student Worker	Athletics - RIV	11/01/06	19-4
Rivera, Nicolette	Student Worker	Athletics - RIV	11/01/06	19-4
Scott, Kendall	Student Worker	Physicians Assistant Program - MOV	11/07/06	19-4
Tovar, Maria	Student Worker	Early Childhood Studies - NOR	11/02/06	19-4
Wajid, Atiya	Student Worker	CNUSD - Sierra Vista Elementary - AMC	09/18/06	19-4
Wilkinson, Candace	Student Worker	Early Childhood Studies - NOR	11/09/06	19-4



RIVERSIDE COMMUNITY COLLEGE  
COMMUNITY EDUCATION PRESENTERS

SPRING 2007

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

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Abdul, Quayum	Candle & Soap Making
Adams, Greg	National Registry; EMT; CPR
Adams, Joe	Tai Chi Ch'uan
Allen, John	National Registry; EMT; CPR
Anderson, John	Traffic School; Drivers Ed
Aviles, Alfredo	Drivers Education
Barley, Maureen	Planetarium Shows
Barnes, Sharon	National Registry; EMT; CPR
Beeler, Tim	National Registry; EMT; CPR
Blair, Scott	Planetarium Presentations
Bolowich, Hans	National Registry; EMT; CPR
Booth, Thomas	National Registry; EMT; CPR
Butler, Nora	Cake Decorating; Desserts
Case, Adam	National Registry; EMT; CPR
Copeland, Jeffery	National Registry; EMT; CPR
Coryell, Jon	National Registry; EMT; CPR
Croft, Michael	Karate
Daly, Micki	Crochet Classes
Davis, Scott	National Registry; EMT; CPR
Donahue, Ruth	National Registry; EMT; CPR
Duncan, Terry	National Registry; EMT; CPR
Erdle, Harvey	Badminton; Tennis; Ceramics
Ewald, Susan	Canine Tasty Treats
Fedick, Linda	Belly Dancing
Fontaine, Robert	National Registry; EMT; CPR
Garner, Sandra	Mystery Shopper
Hall, David	Smog Certification
Harold, Ryan	National Registry; EMT; CPR
Hartnett, Teryn	Dog Trainer
Haupt, Sheryl	Jewelry Design
Ilarde, Tanya	Tutoring Business
Irving, Matthew	Poker
Jeremiah, Steve	National Registry; EMT; CPR
Johansen, Kirsten	Improv Jam Dance Class
Klauss, Sally	Supervision and Leadership
Knight, Carla	National Registry; EMT; CPR
Kramer, Gigi	National Registry; EMT; CPR
Kowallis, Laurence	Internet Stock Investing Series

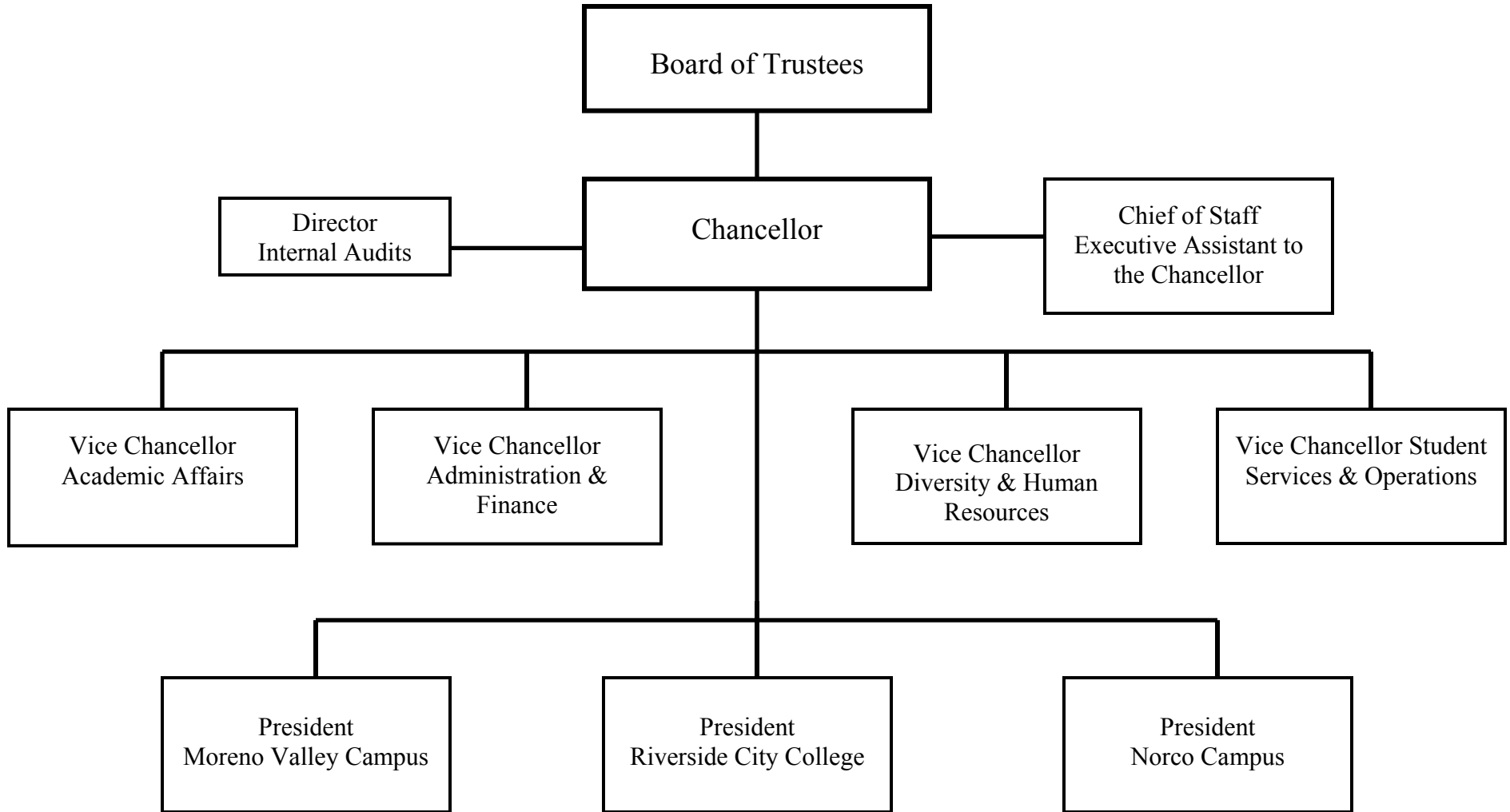
## SPRING 2007 (Continued)

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

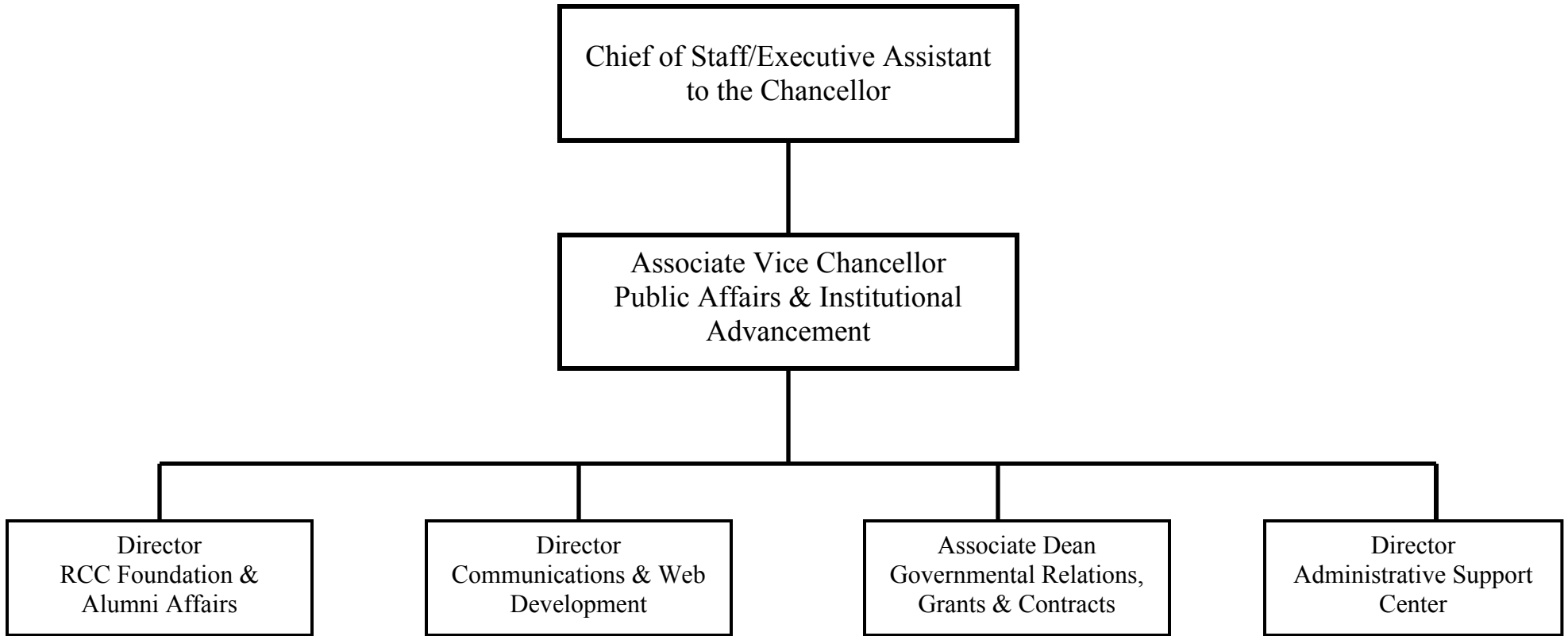
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Lang, Michael	Canine Massage Therapy
Lee, Mitch	National Registry; EMT; CPR
Leon, Chris	National Registry; EMT; CPR
Lyon, Heather	Cross Stitching
McKindley, Judeth	National Registry; EMT; CPR
Mendoza, Anthony	Landscape Design for the Homeowner
Mickens, Margaret	Floral Design, Decorating Gardens
Miller, Christopher	National Registry; EMT; CPR
Morris, Rex	National Registry; EMT; CPR
Mulhall, Michael	National Registry; EMT; CPR
Murphy, Dennis	National Registry; EMT; CPR
Nace, Julie	National Registry; EMT; CPR
Niell, Shirley	Food Class
Niemeyer, Daniel	Artistry of Words
Nollette, Christopher	National Registry; EMT; CPR
Nugent, Randall	National Registry; EMT; CPR
Nugent, Yvonne	National Registry; EMT; CPR
Pena, Anthony	National Registry; EMT; CPR
Pritchard, Randy	National Registry; EMT; CPR
Rawlings, Phillip	National Registry; EMT; CPR
Richard, Robert	National Registry; EMT; CPR
Robinson, Adriene	Makeup 101
Robles, Magdalena	National Registry; EMT; CPR
Sanders, Kristy	Planetarium
Scharff, Mira Lisa	National Registry; EMT; CPR
Shiffermiller, Barbara	Drivers Education
Schreck, Crystal	Planetarium
Schulz, Michael	National Registry; EMT; CPR
Smith, John	Kids Basketball
Stover, Mark Edward	Guitar Lessons
Studer, Susan Renee	Substitute Teaching
Suzuki, Kevin	Karate
Tate, Curtiss	National Registry; EMT; CPR
Tyler, Mark	Planetarium Presentations
Weems, Justin	National Registry; EMT; CPR
Wells, Kellie	National Registry; EMT; CPR
White, Michael	National Registry; EMT; CPR
Wilde, Sean	National Registry; EMT; CPR
Wilkins, Debra	ABC's of English/Western Riding
Wood, James	Aikido
Wu, Stephen	National Registry; EMT; CPR
Wu, Elva Jean	National Registry; EMT; CPR
Vaezazizi, Reza	National Registry; EMT; CPR
Yount, Michael	National Registry; EMT; CPR

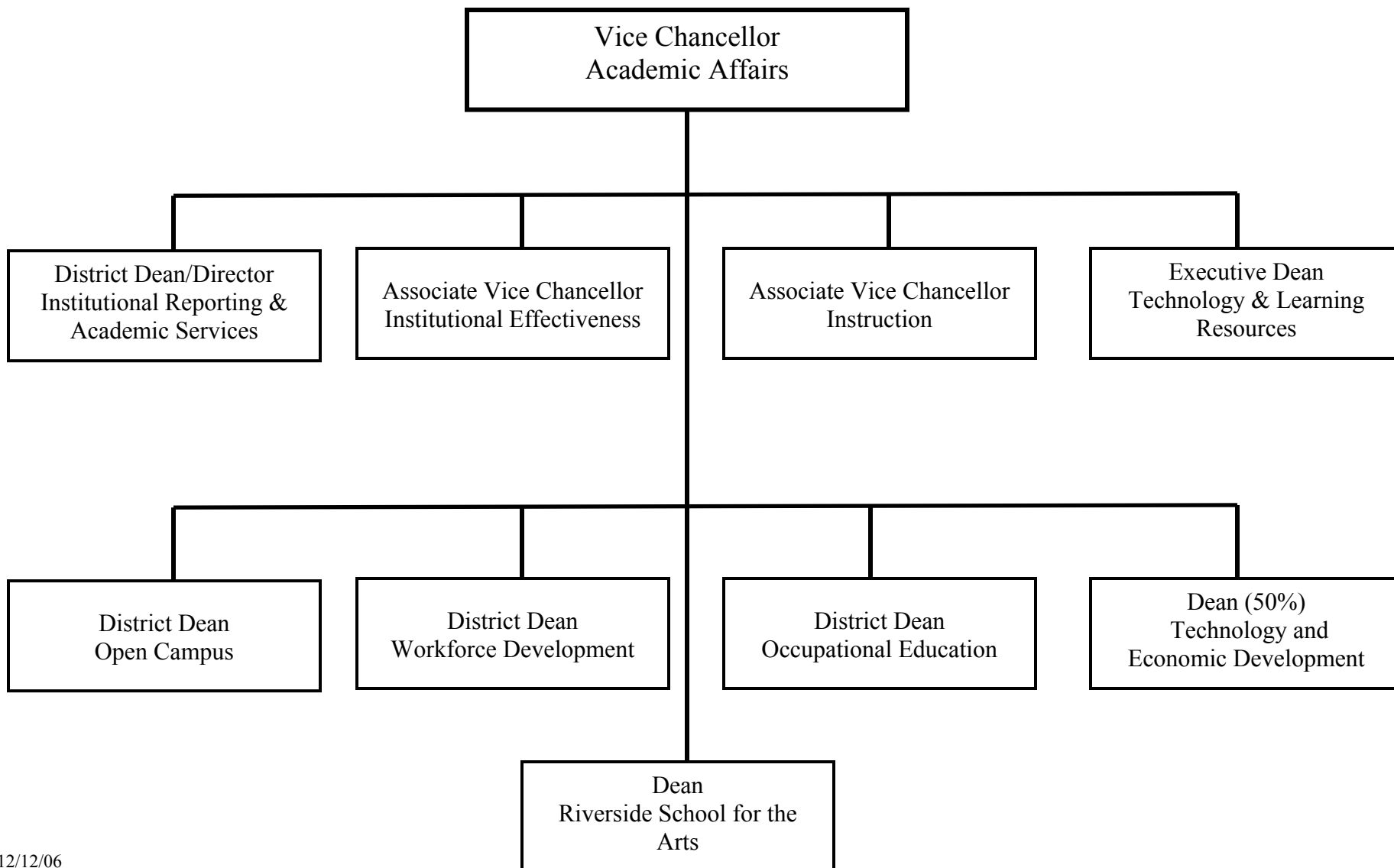
# RIVERSIDE COMMUNITY COLLEGE DISTRICT Chancellor's Office



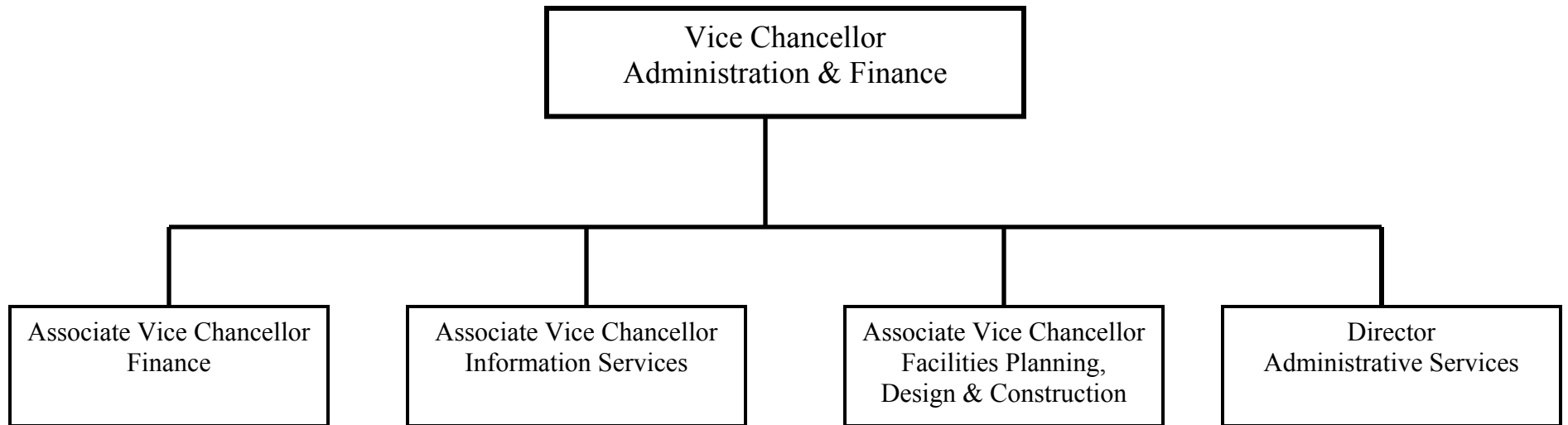
## RIVERSIDE COMMUNITY COLLEGE DISTRICT Chief of Staff



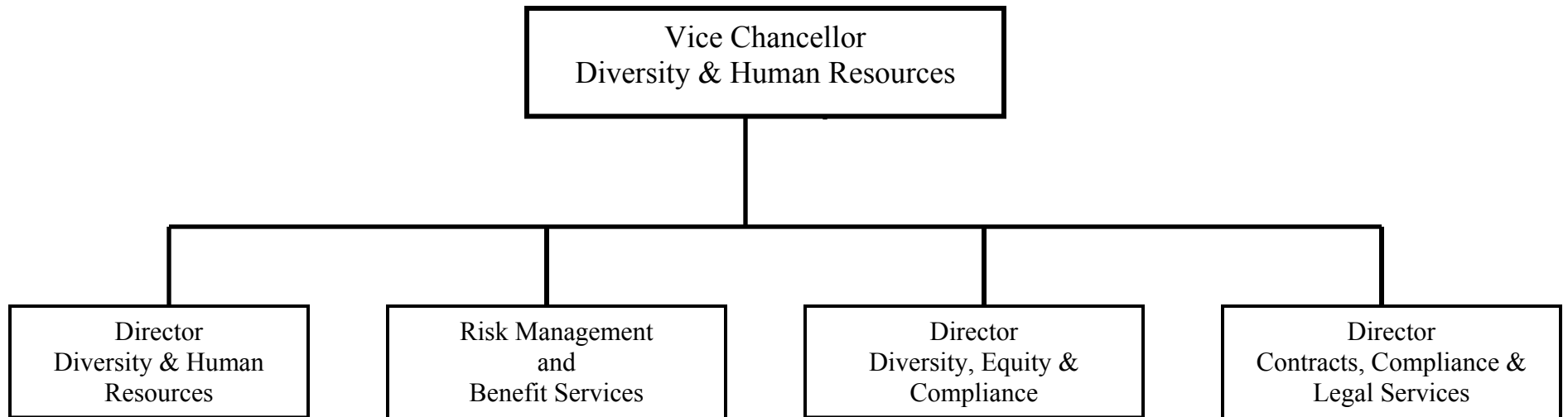
## RIVERSIDE COMMUNITY COLLEGE DISTRICT Academic Affairs



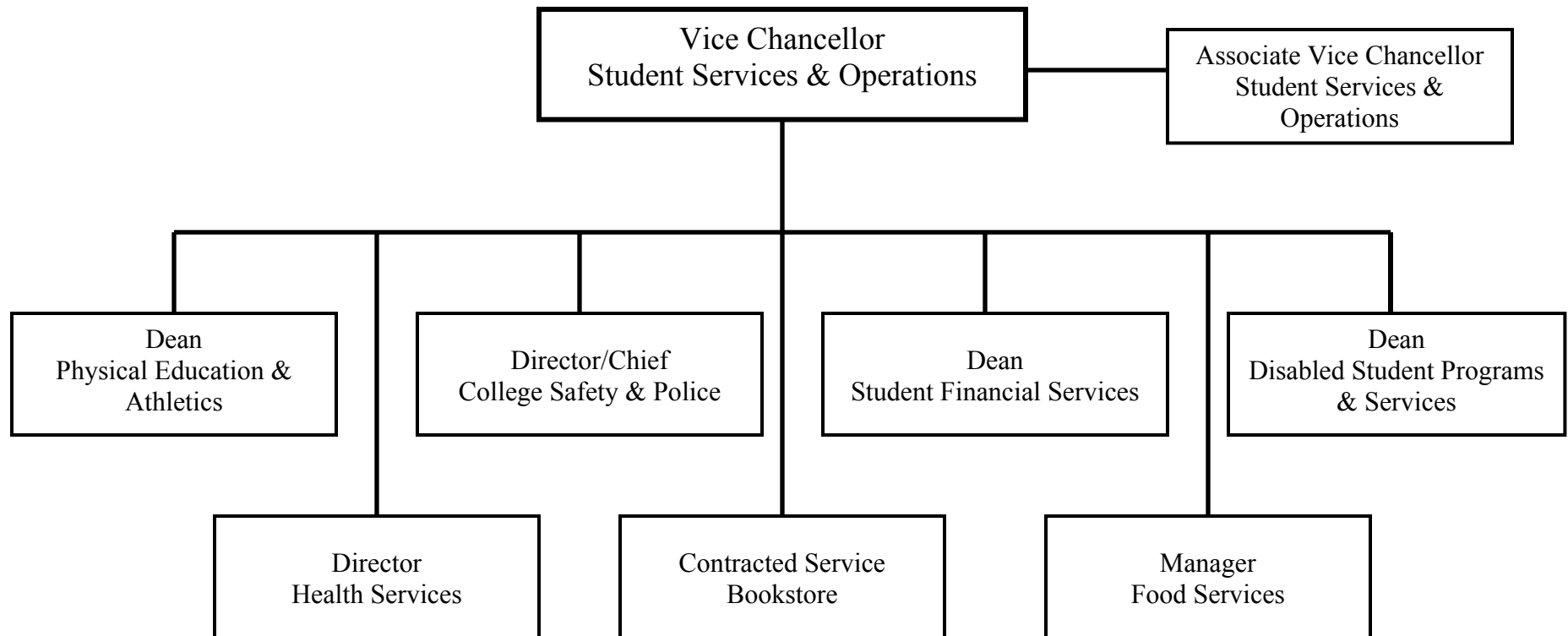
## RIVERSIDE COMMUNITY COLLEGE DISTRICT Administration & Finance



## RIVERSIDE COMMUNITY COLLEGE DISTRICT Diversity & Human Resources

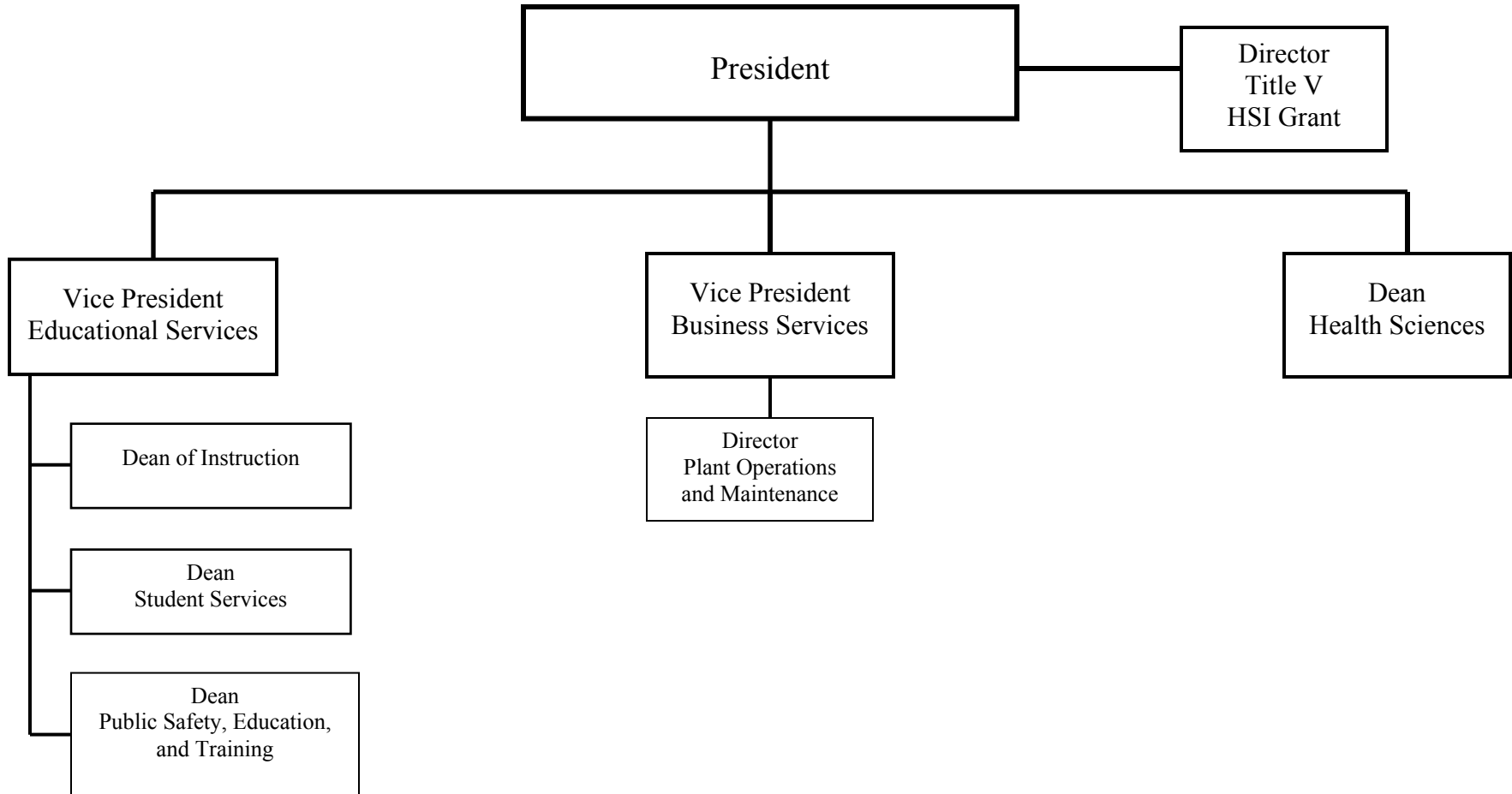


## RIVERSIDE COMMUNITY COLLEGE DISTRICT Student Services & Operations

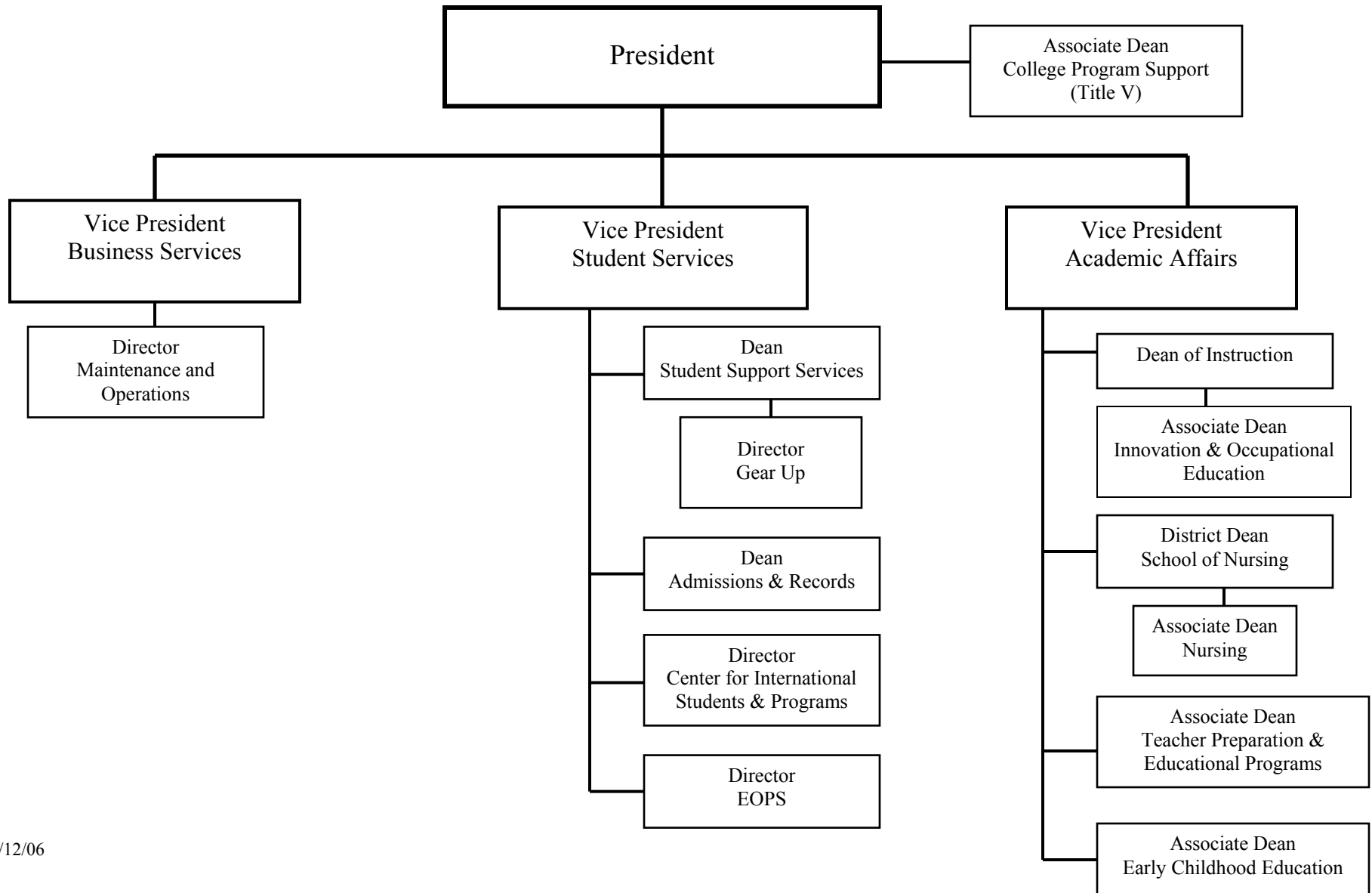




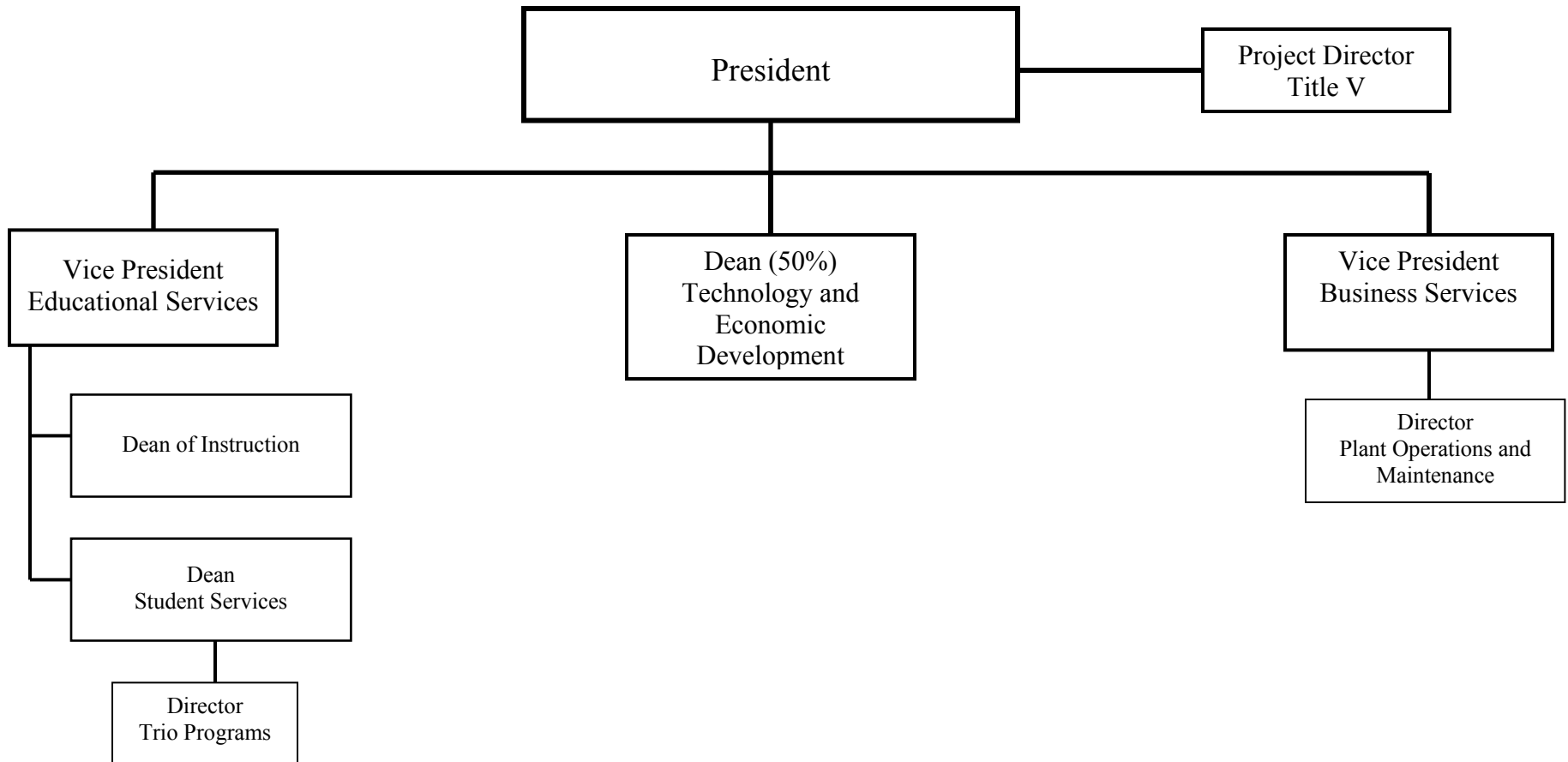
# RIVERSIDE COMMUNITY COLLEGE DISTRICT Moreno Valley Campus



# RIVERSIDE COMMUNITY COLLEGE DISTRICT Riverside City College



# RIVERSIDE COMMUNITY COLLEGE DISTRICT Norco Campus



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. V-A-2

Date: December 12, 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 \$2,406,771 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 88895-90610) totaling \$5,584,530 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 \$2,406,771 and District Warrant Claims totaling \$5,584,530.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 11/1/06 thru 11/28/06

PO#	Fund	Location	Department	Vendor	Description	Amount
B0001263	12	AJF	Dean of Education	Office Depot	Other Supplies	1,000
B0001264	12	AJF	Dean of Education	Office Depot	Other Supplies	1,000
B0001265	12	AJF	Dean of Education	Office Depot	Other Supplies	1,000
B0001272	11	AJC	Occupational Education	Unisource Worldwide, Inc.	Purchase/Cost of Goods Sold	10,583
B0001273	11	DEB	Performing Arts	Gilkey, Kathleen	Other Services-Piano Tuning	5,000
B0001274	12	AJV	VTEA	Val Verde Unified School District	Other Travel Expenses	2,600
B0001276	11	AMC	Information Services	XAP Corporation	Computer Software Maint/license	8,650
B0001277	11	DYA	Library	Ebsco Subscription Services	Periodicals/Magazines	37,340
B0001278	11	AJC	Occupational Education	Perfect Impressions	Purchase/Cost of Goods Sold	3,143
B0001279	11	EDD	Facilities Norco	Waxie Sanitary Supply	Custodial Supplies	4,081
B0001281	11	DZH	Athletics	Riddell All American	Laundry and Cleaning	3,000
B0001282	12	DYA	Library	Community College League	Books/New and Expanded Library	20,276
B0001283	11	APR	Performance Riverside	Lemaster, Don	Professional Services	5,000
B0001285	11	DZH	Athletics	Gunther's Athletic Service, Inc.	Laundry and Cleaning	3,000
B0001287	12	AJO	Open Campus	HW Wilson Company	Instr Media Material	2,575
B0001288	12	AJO	Open Campus	Columbia University Press	Instr Media Material	1,245
B0001289	12	AJO	Open Campus	Community College League of	Instr Media Material	26,177
B0001290	12	AJO	Open Campus	Newsbank	Instr Media Material	6,700
B0001295	11	DDD	Facilities	La Sierra Fire Equipment	Repair Parts	1,000
B0001296	11	FYA	Library	HW Wilson Company	Instr Media Material	1,327
B0001296	11	DYA	Library	HW Wilson Company	Instr Media Material	3,886
B0001299	12	EZD	Health Services	Psychological Services Clinic	Professional Services	10,675
B0001299	12	FZD	Health Services	Psychological Services Clinic	Professional Services	14,675
B0001299	12	DZD	Health Services	Psychological Services Clinic	Professional Services	18,675
B0001300	61	ADF	Risk Management	Mann & Kason Adjusters, Inc.	Other Services-Damaged Building Restorative SVS	5,000
B0001301	11	AMC	Information Services	Information Technology Solutions	Consultants	2,500
B0001303	12	ACB	Grants & Contract Services	Office Depot	Other Supplies	1,000
B0001308	12	AJV	VTEA	San Bernardino Comm College Dist	Other Services-Advisory Process Survey	4,600
B0001309	12	AJV	VTEA	Palo Verde Community College	Other Services-Regional Destination Project	2,000
B0001310	12	AJV	VTEA	Ebsco Subscription Services	Instr Media Material	16,400
B0001311	11	AAK	Administrative Support Center	Nationwide Paper Company	Purchase/Cost of Goods Sold	2,000
B0001312	41	EDD	Facilities Norco	Earth Protection Services, Inc	Remodel Projects	1,000
B0001312	41	FDD	Facilities	Earth Protection Services, Inc	Remodel Projects	1,100
B0001312	41	DDD	Facilities	Earth Protection Services, Inc	Remodel Projects	7,300
B0001314	12	DZP	Disabled Student Services	Automatic Sync Technologies	Other Services-Automated Captioning Services	22,989

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 11/1/06 thru 11/28/06

PO#	Fund	Location	Department	Vendor	Description	Amount
B0001317	11	FNC	Communications	SoCal Printing	Copying and Printing	1,600
B0001318	11	DVA	Cosmetology	AM Salon Equipment	Instructional Supplies	1,150
B0001326	11	ESB	Business, Engineering & Info Tech	Home Depot	Instructional Supplies	1,200
B0001327	11	DSA	Applied Technology	Five Star Gas & Gear	Repairs - Parts	1,800
B0001329	12	AJV	VTEA	Media Distributors	Other Supplies	1,780
B0001330	11	DSA	Applied Technology	Ages	Computer Software Maint/license	10,000
B0001331	11	DSA	Applied Technology	Ages	Repairs - Parts	7,000
C0001238	11	AAA	Chancellor's Office	Burtronics Business Systems	Maintenance Contract for Copier	1,026
C0001239	11	DEB	Performing Arts	Bitetti, Ernesto	Guest Artist for Performing Arts Concert Series	1,500
C0001240	11	DEB	Performing Arts	Janssen, Scott	Sound Designer for Off Broadway Play Series	2,000
C0001242	11	DEB	Performing Arts	Wunderlich, James	Music Arrangements for RCC Marching Band	1,500
C0001243	11	DEB	Performing Arts	Downey, Wayne	Music Arrangements for RCC Marching Band	2,500
C0001244	11	FMB	Dean of Instruction	Oce Financial Services, Inc.	Maintenance and Service Contract	3,538
C0001245	32	AZM	Food Services	Provider Contract Food Service LLC	Consulting Services	118,000
C0001246	41	FDD	Facilities	Keith Francis & Company, Inc.	Construction Management Services	106,872
C0001247	11	DEB	Performing Arts	Smith, Bodie	Recording and Editing Dance Performances	2,850
C0001248	11	APR	Performance Riverside	Ben Bollinger Productions	Set and Costumes Rentals	10,000
C0001249	12	ACE	School of the Arts	Barnstone, Anthony	Consultant Services	1,000
C0001250	11	FMA	President-Moreno Valley	Clarke & Associates	Post Award Consulting Services	50,181
C0001251	11	AMC	Information Services	MTM Technologies, Inc.	APC Maintenance Renewal	2,400
C0001252	11	ADD	Facilities	Harley Ellis Devereaux	Architectural Site Feasibility Study for Cosmo	20,000
C0001253	41	ADD	Facilities	Prowest Constructors	Construction Mgmt SVS- Center for Primary Education	137,000
C0001254	11	DSA	Applied Technology	County of Riverside	Lease of EDA Building	99,233
C0001255	11	DEB	Performing Arts	Performance Wear	Design of Costumes	4,000
C0001256	11	EOC	Arts, Humanities & World Languages	Fender Center	Facilities Use Fee Music Classes	36,000
C0001257	11	AJA	Academic Affairs	Computer-Aided Planning	Provide Strategic Planning for RCCD	53,750
C0001259	11	ACB	Grants & Contract Services	MWB Business Systems	Maintenance Agreement	1,320
C0001261	12	ACE	School of the Arts	Moody, James	Guest Artist for RCC Music Department	3,000
C0001262	11	AAE	Communications & Web Development	Henderson, Monique	Contract SVS Web Based Editing and Writing	3,600
C0001263	41	DDD	Facilities	Information Technology Solutions	Design & Study Parking Security System	11,200
C0001264	41	ADD	Facilities	TBP Architects	Design Drawings for RSA Outdoor Space	3,800
C0001265	41	DYA	Library	Graham Design	Quad Renovation	59,000
P0005607	12	DYA	Library	CDW-G	Comp Equip Additional \$5000 >	8,250
P0005608	11	AMC	Information Services	CDW-G	Computer Software Maint/license	2,549

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 11/1/06 thru 11/28/06

PO#	Fund	Location	Department	Vendor	Description	Amount
P0005613	12	DWA	Allied Health	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,825
P0005615	41	FUA	Early Childhood Studies	Office Depot	Other Supplies	6,167
P0005626	12	EMA	President-Norco	Dieckmeyer, Diane	Conferences	2,033
P0005627	12	EMA	President-Norco	Parks, Jason	Conferences	1,370
P0005631	12	AZB	Admissions & Records	Hewlett-Packard Company	Equip Additional \$200-\$4999	2,090
P0005633	12	ACE	School of the Arts	Skiba, Karin	Conferences	1,220
P0005634	11	DZH	Athletics	Almqvist, David	Other Travel Expenses	1,020
P0005637	12	EMA	President-Norco	Aycock, Gregory	Conferences	1,788
P0005638	12	ACW	Workforce Preparation	Roscher, Maria	Rentis and Leases	1,070
P0005650	11	DWA	Allied Health	National League for Nursing	Memberships	1,660
P0005651	12	AJV	VTEA	Klein Educational Systems, Inc	Computer Software Maint/license	81,913
P0005654	11	DEB	Performing Arts	Smith, Bodie	Professional Services	2,850
P0005656	11	DEB	Performing Arts	Disc Makers	Other Supplies	2,189
P0005658	12	DWA	Allied Health	Pocket Nurse Enterprise Inc.	Equip Additional \$200-\$4999	1,142
P0005659	11	AZN	International Students	US Journal.Com, LLC	Advertising	8,899
P0005662	11	AXB	Customized Solutions	Coastal Arm	Contract Ed Instr Supplies	1,726
P0005667	12	ACW	Workforce Preparation	Pacific Tristar Insurance	Other Services-Incentives FYEP	1,100
P0005668	12	FZG	Student Services	Student Insurance	Student Insurance	1,375
P0005670	12	APR	Performance Riverside	BMI Supply	Equip Additional \$5000 >	13,027
P0005674	11	FQE	Mathematics, Science & PE	Phlebotic Inc	Instructional Supplies	1,012
P0005679	11	DZH	Athletics	Stover Seed Company	Grounds/Garden Supplies	2,675
P0005690	12	AJV	VTEA	Calumet	Equip Additional \$200-\$4999	20,901
P0005691	12	DWA	Allied Health	Moore Medical Corporation	Other Instructional Supplies	1,483
P0005697	11	AAJ	Human Resources	Spencer Marketing & Promotions	Other Supplies	1,140
P0005699	41	FDD	Facilities	Heaslett Sales, Inc	Remodel Projects	27,797
P0005703	11	AAP	Public Affairs & Institutional Advance	Synergistic Mailing Services	Advertising	1,096
P0005705	12	AJV	VTEA	Computerland of Silicon Valley	Computer Software Maint/license	4,834
P0005707	12	DWA	Allied Health	Laerdal Medical Corporation	Equip Additional \$200-\$4999	4,515
P0005709	11	AJO	Open Campus	Journey Education	Computer Software Maint/license	1,045
P0005711	12	ACW	Workforce Preparation	Wal-Mart	Other Supplies	1,500
P0005713	12	DWA	Allied Health	Medical Resources	Equip Additional \$200-\$4999	2,605
P0005714	11	ADD	Facilities	Facilities Planning & Consulting SVS	Other Services-Fusion Impact Database	1,594
P0005721	11	AZN	International Students	AMINEF	Advertising	1,015
P0005722	11	DME	Model United Nations	MBNA/American Business Card	Other Travel Expenses	2,060
P0005723	12	FMD	Learning Resource Center	Videotape Products, Inc.	Equip Additional \$200-\$4999	1,140

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 11/1/06 thru 11/28/06

PO#	Fund	Location	Department	Vendor	Description	Amount
P0005724	12	ACW	Workforce Preparation	Desoto Investments Co. LLC	Rents and Leases	1,135
P0005725	12	ACW	Workforce Preparation	Desoto Investments Co. LLC	Rents and Leases	1,135
P0005756	11	ESB	Business, Engineering & Info Tech	Central Visual Information	Computer Software Maint/license	13,577
P0005759	11	DDD	Facilities	Corona Clay Co., Inc.	Grounds/Garden Supplies	2,709
P0005760	11	DWA	Allied Health	National League for Nursing	Memberships	1,375
P0005772	12	AZR	Campus Police	Golden Pacific Systems	Other Supplies	20,383
P0005773	11	DYA	Library	Avid Technology, Inc.	Repairs - Parts	4,333
P0005783	12	APR	Performance Riverside	Morningstar Productions, LLC	Equip Additional \$200-\$4999	4,843
P0005797	11	DZH	Athletics	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,351
P0005806	11	APR	Performance Riverside	KOLA/KCAL	Advertising	1,500
P0005814	11	DZH	Athletics	Quality Inn	Other Travel Expenses	1,326
P0005827	12	ACB	Grants & Contract Services	Office Depot	Other Supplies	1,000
P0005828	12	EMA	President-Norco	Elizalde, Andres	Conferences	1,353
P0005834	11	ACB	Grants & Contract Services	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,996
P0005841	12	DWA	Allied Health	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	1,527
P0005849	11	DZH	Athletics	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	2,408
P0005851	12	AZT	Matriculation	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,575
P0005857	11	ACF	Effectiveness Services	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	2,035
P0005860	12	DZH	Athletics	Dive Cincinnati, Inc.	Equip Additional \$200-\$4999	2,798
P0005861	11	DNA	English/Speech/Communications	Contract Carpet	Remodel Projects	2,648
P0005862	12	EMA	Title V	Tegrity, Inc.	Other-Annual Website Hosting,12/06-6/07	10,215
P0005863	12	EMA	Title V	Tegrity, Inc.	Other-Annual Website Hosting, 9/06-11/06	1,920
P0005864	12	EMA	President-Norco	National Center for Developmental Ed	Conferences	3,195
P0005867	12	DZH	Athletics	Advanced Imaging Solutions, Inc	Comp Equip Additional \$200-\$4999	7,495
P0005869	12	DZH	Athletics	Tomark Sports, Inc.	Equip Additional \$200-\$4999	6,363
P0005881	11	AXD	Community & Economic Development	Itiq Solutions, Inc	Other Services-Corporate Connection Website	4,375
P0005886	11	DEB	Performing Arts	Peacock's Marching World	Equip Additional \$200-\$4999	3,954
P0005891	32	AZM	Food Services	State Board of Equalization	Sales Tax	2,774
P0005892	11	AZN	International Students	Rama World, Inc.	Other Supplies	2,758
P0005901	11	AAP	Public Affairs & Institutional Advance	OfficeMax	Equip Additional \$200-\$4999	6,379
P0005923	12	AZB	Admissions & Records	Gateway Companies, Inc.	Equip Additional \$200-\$4999	8,898
P0005932	11	EQE	Physical and Life Sciences	Quality Microscope Service	Repairs - Parts	5,344
P0005938	11	AAJ	Human Resources	Law Offices of Adam Green	Legal	6,380
P0005954	11	ESB	Business, Engineering & Info Tech	CDW-G	Other Supplies	4,937
P0005964	11	AJO	Open Campus	San Bernardino Comm College Dist	Other Services-KVCR Telecourse Programming	2,640
P0005965	11	AAP	Public Affairs & Institutional Advance	Valley Printers, Inc.	Printing Class Schedule	17,367
P0005966	11	AAP	Public Affairs & Institutional Advance	Synergistic Mailing Services Page 4 of 7	Other Services-Mail Winter 07 Schedules	3,800



Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 11/1/06 thru 11/28/06

PO#	Fund	Location	Department	Vendor	Description	Amount
P0005968	11	AMC	Information Services	Nexus Is, Inc	Comp Equip Additional \$200-\$4999	2,062
P0005970	12	AJF	Dean of Education	American Express Co.	Other Travel Expenses	1,383
P0005971	12	AJF	Dean of Education	Hilton Hotel	Other Travel Expenses	1,367
P0005973	12	AJF	Dean of Education	National Association of Community	Other Travel Expenses	1,300
P0005974	12	AJC	Occupational Education	Sharp Electronics Corp.	Equip Additional \$200-\$4999	4,862
P0005986	11	AMC	Information Services	Microsoft	Consultants	1,225
P0005988	11	DMC	Information Services	AO Communications	Equip Additional \$200-\$4999	1,107
P0005988	11	EMC	Information Services	AO Communications	Equip Additional \$200-\$4999	1,107
P0005988	11	FMC	Information Services	AO Communications	Equip Additional \$200-\$4999	1,107
P0005991	11	EMC	Information Services	SK Telecon, Inc.	Equip Additional \$200-\$4999	2,783
P0005991	11	FMC	Information Services	SK Telecon, Inc.	Equip Additional \$200-\$4999	2,783
P0005991	11	DMC	Information Services	SK Telecon, Inc.	Equip Additional \$200-\$4999	4,500
P0005996	12	AJV	VTEA	Best Buy Banner Co.	Other Supplies	1,947
P0005999	12	DYA	Library	CDW-G	Comp Equip Additional \$200-\$4999	1,898
P0006000	12	DMD	Learning Resource Center	Broadcast Media Communications, Inc	Equip Additional \$200-\$4999	3,424
P0006004	11	ADF	Purchasing	ASCAP	Other-RCCD Music License Fee	4,748
P0006006	11	DDD	Facilities	Plaza Li Automotive, Inc.	Repairs - Parts	2,284
P0006008	12	ACW	Workforce Preparation	Altura Credit Union	Other Services-Incentives FYEP	1,580
P0006009	11	AMC	Information Services	Novell, Inc.	Computer Software Maint/license	86,909
P0006010	11	AAP	Public Affairs & Institutional Advance	Niels Anderson Sculptures, LLC	Advertising	3,500
P0006022	11	AAJ	Human Resources	Temecula Valley Office Interiors	Equip Additional \$200-\$4999	6,630
P0006028	12	DWA	Allied Health	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	18,772
P0006029	12	ACW	Workforce Preparation	Riverside Transit Agency	Transportation/Bus Passes	1,032
P0006035	11	AAJ	Human Resources	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,564
P0006035	11	AAF	Affirmative Action	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,564
P0006042	12	ACW	Workforce Preparation	Altura Credit Union	Other Services-Incentives FYEP	2,992
P0006046	32	AZM	Food Services	GCS Service, Inc.	Repairs - Parts	2,336
P0006049	11	ADF	Risk Management	Hartford, the	Liability Insurance	2,500
P0006053	11	AMC	Information Services	Datatel, Inc.	Conferences	2,350
P0006056	12	DZP	Disabled Student Services	CDW-G	Equip Additional \$200-\$4999	1,149
P0006060	12	AXD	Community & Economic Development	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,682
P0006061	12	AXD	Community & Economic Development	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	3,857
P0006062	12	AXD	Community & Economic Development	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,444
P0006063	11	DSA	Applied Technology	Apple Computer, Inc.	Computer Software Maint/license	8,534

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 11/1/06 thru 11/28/06

PO#	Fund	Location	Department	Vendor	Description	Amount
B0000023	11	AAA	Chancellor's Office	Mission Inn	Other Supplies	1,900
B0000038	11	AJC	Occupational Education	Fuji film Graphic Systems USA, Inc.	Purchase/Cost of Goods Sold	10,000
B0000089	11	ADF	Risk Management	Corporate Copy Systems	Repairs - Parts	1,000
B0000227	11	EMA	President-Norco	Office Depot	Other Supplies	1,000
B0000290	11	FDD	Facilities	Home Depot	Repairs - Parts	2,000
B0000302	11	FLA	Academy / Criminal Ser	Reliable Office Solutions	Other Supplies	1,500
B0000454	11	ADB	Finance	Brayner, Patricia	Consulting Services	24,000
B0000471	11	ADA	Administration & Finance	Magnon Property Management	Professional Services	10,000
B0000482	11	FDD	Facilities	Inland Lighting Supplies, Inc.	Repairs - Parts	2,400
B0000508	11	FDD	Facilities	RSC Equipment Rental	Rents and Leases	4,042
B0000590	11	DZH	Athletics	Enterprise Rent-A-Car	Transportation Contracts	2,000
B0000599	11	AAK	Administrative Support	California Overnight	Postage	1,000
B0000623	11	FHE	Health, Human & Public	Henry Schein Inc.	Instructional Supplies	5,000
B0000717	12	AJV	VTEA	Mt. San Jacinto Community	Other Travel Expenses	1,200
B0000764	11	APR	Performance Riverside	Theatre Company, The	Costume Rentals	6,000
B0000782	11	DSA	Applied Technology	Carquest Auto Parts	Instructional Supplies	1,000
B0000805	32	AZM	Food Services	Jim Jones Maintenance	Repairs - Parts	1,630
B0000877	61	ADF	Risk Management	Kopy Kat	Other-- Litigation Support Svcs	3,000
B0001054	11	DSA	Applied Technology	Freestyle Photographic Supplies	Instructional Supplies	1,500
B0001094	11	APR	Performance Riverside	Dynasty Suites Hotel	Other Travel Expenses	1,200
B0001111	11	AXB	Customized Solutions	Boylm Management Institute	Consulting Services	11,000
B0001218	11	EDB	Campus Business Operat	Areol Staffing Services	Temporary Services	3,000
C0001013	41	DDD	Facilities	Bomel Construction Company, Inc.	Parking Structure Project-CO#2	167,358
C0001035	41	DDD	Facilities	ASR Constructors, Inc.	Quad Modernization Project-CO#2	302,990
C0001095	11	AJO	Open Campus	Mansfield, William L.	Community Education Presenter	20,000
C0001129	11	AJO	Open Campus	D & D's Dance Center	Community Education Presenter	10,000
C0001130	41	DDD	Facilities	Steinberg Architects	Reimbursement Track & Field	2,640
C0001155	41	FDD	Facilities	M-E/Bechard & Associates	Engineering Services	20,000
C0001183	11	AAK	Administrative Support	Oce Financial Services, Inc.	Oce Contract for Copiers	40,718
P0004272	11	APR	Performance Riverside	Tickets.Com	Equip Replacement \$5000 >	3,683
P0004476	12	AXD	Community & Economic D	American Express Co.	Conferences	2,500

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

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$1000 and over  
 11/1/06 thru 11/28/06

PO#	Fund	Location	Department	Vendor	Description	Amount
					Purchase Orders - Pages 1-5	1,601,048
					PO Additions - Pages 6-7	665,261
					Purchase Orders \$1,000 and Over	2,266,309
					Purchase Orders under \$1,000	140,462
					Grand Total	2,406,771

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3

Date: December 12, 2006

Subject: Annuities

Background: The staff listed on the attached report have requested that their employment contracts be changed to reflect adjustment to their annuities.

Recommended Action: It is recommended that the Board of Trustees approve Amendment to Employment Contracts and terminations as per attached list.

Salvatore G. Rotella  
Chancellor

Prepared by: Ed Godwin  
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: December 12, 2006

Subject: Budget Adjustments

Background: The 2006-07 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase equipment.		
From: Public Affairs	Advertising	\$ 500
To: Public Affairs	Equipment	\$ 500
2. Transfer to purchase a replacement computer.		
From: Institutional Reporting	Conferences	\$ 2,035
To: Institutional Reporting	Equipment Replacement	\$ 2,035
3. Transfer to reallocate the Basic Skills Reappropriation budget. (Fund 12, Resource 1190)		
From: Basic Skills, Riverside	Supplies	\$ 43,443
	Other Services	8,454
	Equipment	20,872
To: Basic Skills, Riverside	Academic Special Projects	\$ 41,000
	Classified FT Admin	25,000
	Employee Benefits	6,769
4. Transfer to purchase supplies.		
From: Academic Innovative Program	Conferences	\$ 400
To: Academic Innovative Program	Supplies	\$ 400

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: December 12, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to provide for staff to attend the mandatory Independent Living Program Conference. (Fund 12, Resource 1190)		
From: Workforce Prep, Independent Living	Supplies	\$ 1,100
To: Workforce Prep, Independent Living	Conferences	\$ 1,100
6. Transfer to purchase supplies for the Foster and Kinship Care Education Grant. (Fund 12, Resource 1190)		
From: Workforce Prep	Rents and Leases	\$ 50
To: Workforce Prep	Supplies	\$ 50
7. Transfer to reallocate salaries. (Fund 12, Resource 1190)		
From: Gateway to College, Tech Prep	Academic PT Non-Inst	\$ 19,424
To: Gateway to College, Tech Prep	Classified FT Admin	\$ 19,424
8. Transfer to purchase furniture, blinds and Marching Tigers' signage for the Macy's Day parade and to provide for renewal of the Novell license.		
From: Salary Savings	Classified FT Admin	\$ 7,100
	Classified FT	86,909
	Academic FT Non-Instr	1,955
VC, Student Services	Admin Contingency Acct	2,000
To: Public Affairs	Fixtures and Fixed Equip	\$ 700
	Equipment Replacement	6,400
Performing Arts, Marching Band	Equipment	3,955
Information Services	Comp Software Maint/Lic	86,909

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: December 12, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to provide for Americorp Student's Stipends. (Fund 12, Resource 1190)		
From: Teacher Prep, Americorp	Academic Special Project	\$ 2,000
	Student Help – Non-Instr	3,000
To: Teacher Prep, Americorp	Other Services	\$ 5,000
10. Transfer to purchase box office ticketing system.		
From: Performance Riverside	Other Services	\$ 8,549
To: Performance Riverside	Equipment Replacement	\$ 8,549
11. Transfer to provide for student help and purchase a computer.		
From: VC, Student Services	Admin Contingency Acct	\$ 2,401
	Academic PT Non-Instr	1,344
	Academic Special Project	3,500
To: VC, Student Services	Student Help – Non-Instr	\$ 4,844
Athletics	Equipment Replacement	2,401
12. Transfer to purchase parking permits. (Fund 12, Resource 1050)		
From: Campus Police	Classified FT	\$ 5,666
	Classified Hourly	13,644
	Employee Benefits	1,027
To: Campus Police	Supplies	\$ 20,337

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: December 12, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
13. Transfer to purchase equipment.		
From: Admissions and Records, Riv	Supplies	\$ 318
To: Admissions and Records, Riv	Equipment	\$ 318
14. Transfer to provide for student help.		
From: Community Outreach	Advertising	\$ 1,000
To: Community Outreach	Student Help – Non-Instr	\$ 1,000
15. Transfer to replace carpeting in the Assessment Building.		
From: English, Speech and Comm	Supplies	\$ 2,648
To: English, Speech and Comm	Remodel Project	\$ 2,648
16. Transfer to provide for conference expenses.		
From: Riverside Student Activities	Supplies	\$ 200
To: Riverside Student Activities	Conferences	\$ 200
17. Transfer to provide instrumentalists for the Vocal Jazz Finals.		
From: Performing Arts, Music	Instructional Aides, Hourly	\$ 1,000
	Student Help – Instructional	1,000
To: Performing Arts, Music	Academic Special Projects	\$ 700
	Other Services	1,300



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: December 12, 2006

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
18. Transfer to provide for an academic special project to design and develop a behavior science course for the basic police academy.		
From: Public Safety Ed and Training	Telephone	\$ 8,744
To: Public Safety Ed and Training	Academic Special Project	\$ 8,744
19. Transfer to purchase equipment.		
From: Institutional Effectiveness	Academic Special Project	\$ 1,500
To: Institutional Effectiveness	Equipment	\$ 1,500
20. Transfer to provide for parent advisory meetings, workshop preparation and presentation for the Jurupa Early College Academies Program. (Fund 12, Resource 1190)		
From: Jurupa Early College Acad Prog	Consultants	\$ 1,300
To: Jurupa Early College Acad Prog	Academic Special Projects	\$ 1,300
21. Transfer to provide for theatrical storage.		
From: School for the Arts	Instructional Media Material	\$ 2,000
	Copying and Printing	237
To: School for the Arts	Rents and Leases	\$ 2,237

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: December 12, 2006

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
22.	Transfer to reallocate the Instructional Equipment and Materials budget. (Fund 12, Resource 1190)		
From:	VC, Student Services	Equipment	\$ 2,800
To:	Disabled Student Services	Supplies	\$ 2,800

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

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: December 12, 2006

Subject: Resolution to Amend Budget – Resolution No. 16-06/07  
2006-2007 Community College Education Assistance Center

Background: The Riverside Community College District has received funding for the 2006-2007 Community College Education Assistance Center in the amount of \$164,631 from Riverside County Economic Development Agency. The funds will be used to give Workforce Investment Act (WIA) eligible participants a portal to the Community College by providing basic pre-enrollment services such as orientation to college, assessment, access to financial aid and the transfer center, and job placement.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$164,631 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Shelagh Camak,  
District Dean, Workforce Development

Michael Wright,  
Director, Workforce Preparation Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 16-06/07

2006-2007 Community College Education Assistance Center

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 164,631 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 December 12, 2006.

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Clerk or Authorized Agent



Winter Intersession pay (Winter 2007)

To prepare for the upcoming season in respective sport. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Nikki Bonzoumet – Total amount to be paid not to exceed \$2,050.86

John Smith – Total amount to be paid not to exceed \$2,698.50

Dennis Rogers – Total amount to be paid not to exceed \$2,050.86

David Almquist – Total amount to be paid not to exceed \$2,050.86

Thomas Borden – Total amount to be paid not to exceed \$2,050.86

Rudolph Arguelles – Total amount to be paid not to exceed \$2,050.86

Michael Barbee – Total amount to be paid not to exceed \$2,050.86

William Elton – Total amount to be paid not to exceed \$2,050.86

Dennis Kahn – Total amount to be paid not to exceed \$2,050.86

James McCarron – Total amount to be paid not to exceed \$2,050.86

Alicia Berber – Total amount to be paid not to exceed \$2,698.50

Preparing for Winter Basketball Season (Fall 2006)

To prepare for the upcoming winter season in respective sport. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

John Smith – Total amount to be paid not to exceed \$539.70

Alicia Berber – Total amount to be paid not to exceed \$539.70

SAFE GRANT Service Learning (Spring 2007)

Faculty member will enhance history curriculum by revising course and syllabi outlines to include Service Learning and provide a diversity workshop. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kristi Woods – Total amount to be paid not to exceed \$705.00

Completion of Program Review (Fall 2006)

Linda Urquizu – Paid as lump sum upon completion in the amount of \$750.00

Hayley Garcia – Paid as lump sum upon completion in the amount of \$750.00

Title V Developmental Education Learning Community (Winter 2007)

Jeannette Riddell – Paid as lump sum upon completion in the amount of \$758.00

Career and Transfer Center Counselor-Title V Norco (Winter 2007)

Continue to work closely with the career and transfer center at Norco Campus to develop workshops and supplemental information for students regarding career/transfer opportunities. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Daniel Vega – Total amount to be paid not to exceed \$7,771.68

**Public Safety Initiative Phase III (Spring 2007)**

Assist the Dean of Public Safety Education and Training, together with curriculum specialist from the Peace Officer Standards and Training (P.O.S.T.) with the design and development of a 3-unit course that will be taught in the Basic and Reserve police academies. This 3-unit course will be the first of several courses that will meet P.O.S.T. and Behavioral Science general education requirements with the Riverside Community College District. Will serve as the curriculum expert in Behavioral Science and be charged with adding academic value to the existing mandates specified and previously identified by P.O.S.T. The curriculum design model developed for this course will serve as a template for future courses that allow students to receive transferable credit to the California State University system upon approval from the RCC curriculum committee.

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

**Vocal Jazz Finals (Fall 2006)**

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

Gerhard Guter – Total amount to be paid not to exceed \$350.00

**Vocal Jazz Finals (Fall 2006)**

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

Angela Tabor – Total amount to be paid not to exceed \$350.00

**Teacher Preparation Title V Grant (Spring 2007)**

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

Victoria Anemelu – Total amount to be paid not to exceed \$215.88

**SAFE GRANT Service Learning (Spring 2007)**

Faculty member will enhance curriculum by revising course and syllabi outlines to include Service Learning. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

VirLynn Burton – Total amount to be paid not to exceed \$705.00

**CLASS Project HRSA Continuation Grant (Winter 2007)**

Assist the Grant & Contract Services department meet the requirements for HRSA Nurse Education, Practice, and Retention Program Continuing Award.

Sharon Angrimson – Paid as lump sum upon completion in the amount of \$3,000.00

**Curriculum development for a Math 35A and Math 35B – Title V Norco Campus (Spring 2007)**

Development of curriculum for a Mathematics 35 course divided into two sections part A and part B. There will also be development of curriculum for corresponding hybrid courses.

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

Elisa Chung – Total amount to be paid not to exceed \$3,885.84

**Basic skills Reading 83 course innovation stipend- Title V Norco Campus (Winter 2007)**

Develop curriculum for a Reading 83 course that will implement Service Learning for the Spring 2007 session. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Diane Dieckmeyer – Total amount to be paid not to exceed \$7,771.68

Title V Articulation Committee (Fall 2006)

Assisting Title V with articulation projects. Participate in and provide faculty representation for the local P-16 council under the Inland Empire Educational Consortium (IEEC).

- Sheila Pisa – Paid as lump sum upon completion in the amount of \$200.00
- Terry Redfern – Paid as lump sum upon completion in the amount of \$200.00
- Donna Lesser – Paid as lump sum upon completion in the amount of \$200.00
- Matthew Barboza – Paid as lump sum upon completion in the amount of \$200.00
- Dan Clark – Paid as lump sum upon completion in the amount of \$200.00
- Jose Duran – Paid as lump sum upon completion in the amount of \$200.00
- Maria Pacheco – Paid as lump sum upon completion in the amount of \$200.00
- Kathleen Saxon – Paid as lump sum upon completion in the amount of \$200.00
- Carlos Tovares – Paid as lump sum upon completion in the amount of \$200.00

Rubidoux Early College High School (Winter 2007)

Parent advisory meetings, faculty collaboration, workshop preparation and presentation, student advisory. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

- Bonavita Quinto-MacCallum – Total amount to be paid not to exceed \$1,295.28

Translation Project (Winter 2007)

Translation of materials in the schedule of classes from English to Spanish.

- Bonavita Quinto-MacCallum – Paid as lump sum upon completion in the amount of \$750.00

Honors Program Coordinator (Winter 2007)

Coordinate Honors program on Moreno Valley Campus, recruiting and advising students and planning for the Spring Semester. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

- Chris Rocco – Total amount to be paid not to exceed \$2,158.88

Honors Coordinator (Winter 2007)

Recruitment and orientation. Letter-writing, phone-calling, personal meetings. Program filing. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

- Mark Lewis – Total amount to be paid not to exceed \$1,834.98

Mathematics Supplemental Instruction Course Innovation Stipend – Title V Norco (Spring 2007)

Continue the curriculum development for a tutor training program that will facilitate a supplemental instruction mode of instruction across disciplines. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

- Richard Ries – Total amount to be paid not to exceed \$3,831.87



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: December 12, 2006

Subject: Contingency Budget Adjustments

Background: The 2006-07 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustments have been requested:

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
1.	Transfer to provide for the Moreno Valley and Norco ECS Upgrades and Retrofit project; approved November 21, 2006, Board Report No. VI-B-2. (Fund 41, Resource 4160)		
From:	GO Bond Capital Project	Contingency	\$ 625,327
To:	Facilities	Moreno Valley ECS	\$ 252,296
To:	Facilities	Norco ECS	373,031

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: December 12, 2006

Subject: Award of Bid – Plumbing Upgrade Cosmetology Building

Background: The Riverside Community College District solicited an Invitation for Bid for the Plumbing Upgrade of the Cosmetology building. On November 30, 2006, bids were received from four vendors. The results were as follows:

<u>Contractor</u>	<u>Total Bid</u>	<u>Location</u>
PK Mechanical Sys.	250,000	Wildomar
Fischer, Inc.	325,252	San Bernardino
Continental Plumbing	116,753	Mira Loma
Dalke & Sons Const.	83,650	Riverside

Based upon review, District staff recommends awarding the plumbing bid amount of \$83,650 to Dalke & Sons Construction from Riverside. References for Dalke & Sons Construction 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 the plumbing upgrade at the Cosmetology building to Dalke & Sons Construction in the amount of \$83,650 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  
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: December 12, 2006

Subject: Out-of-State Travel

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

Retroactive:

- 1) Ms. Patricia Clothier, director, law enforcement training programs, Ben Clark Training Center, to travel to Fort Worth, Texas, December 11-13, 2006, to attend the Homeland Security Action Team meeting. Estimated cost: \$1,149.20. Funding source: the general fund.
- 2) Ms. Michelle Daddona-Moya, assistant professor, physical education, Riverside City College, to travel to Tucson, Arizona, December 6-9, 2006, to attend the National Fastpitch Coaches Association National Convention. Estimated cost: \$936.48. Funding sources: \$700.00 from the general fund, and \$236.48 to be paid by the employee.

Revisions:

- 1) At the meeting of September 12, 2006, the Board of Trustees approved out-of-state travel for Mr. Jose Medina, Member, Board of Trustees, to travel to San Antonio, Texas, October 28-30, 2006, to attend the Hispanic Association of Colleges and Universities 20<sup>th</sup> Annual Conference. Estimated cost: \$1,917.80. Funding source: the general fund. The cost of travel increased to \$2,478.83.

Current:

*Moreno Valley Campus:*

- 1) Ms. Patricia Clothier, director, law enforcement training programs, to travel to Fairfax, Virginia, February 26-28, 2007, to attend the Homeland Defense and Security Education Summit. Estimated cost: \$1,088.90. Funding source: the general fund.
- 2) Mr. Robert Fontaine, instructor, emergency medical services, to travel to Irving, Texas, February 15-17, 2007, to attend Emergency Medical Services State of the Science: Gathering of the Eagles IX Conference. Estimated cost: \$925.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: December 12, 2006

Subject: Out-of-State Travel

- 3) Dr. Chris Nollette, instructor, emergency medical instructor program director, to travel to Irving, Texas, February 15-17, 2007, to attend Emergency Medical Services State of the Science: Gathering of the Eagles IX Conference. Estimated cost: \$715.00. Funding source: the general fund.
- 4) Mr. Jeffrey Williamson, statewide director, Centers for International Trade and Development, to travel to Washington, D.C., January 9-13, 2007, to attend the annual meeting with U.S. Department of Commerce for Market Development Cooperator Program Grant. Estimated cost: \$1,240.00. Funding source: U.S. Department of Commerce, Market Development Cooperator grant funds.

*Norco Campus:*

- 1) Mr. John Tillquist, dean, technology and economic development, to travel to Washington, D.C., January 9-13, 2007, to attend the annual meeting with the U.S. Department of Commerce for Market Development Cooperator Program Grant. Estimated cost: \$1,258.00. Funding source: the general fund.

*Riverside City College:*

- 1) Ms. Cindy Conley, user support coordinator, information services, to travel to Washington, D.C., March 10-14, 2007, to attend the National Datatel Users Group meeting. Estimated cost: \$2,726.15. Funding source: the general fund.
- 2) Mr. Joe Escoto, user support coordinator, information services, to travel to Washington, D.C., March 10-14, 2007, to attend the National Datatel Users Group meeting. Estimated cost: \$2,726.15. Funding source: the general fund.
- 3) Ms. Mary Figueroa, Member, Board of Trustees, to travel to Washington, D.C., February 11-13, 2007, to attend the Association of Community College Trustees 2007 National Legislative Summit. Estimated cost: \$2,423.66. Funding source: the general fund.
- 4) Mr. Rick Herman, director, software development, information services, to travel to Washington, D.C., March 10-14, 2007, to attend the National Datatel Users Group meeting. Estimated cost: \$2,726.15. Funding source: the general fund.
- 5) Chancellor Salvatore Rotella to travel to Washington, D.C., December 13-15, 2006, to attend a meeting of the New Commission on the Skills of the American Workforce. Estimated cost: \$900.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-7

Date: December 12, 2006

Subject: Out-of-State Travel (continued)

- 6) Chancellor Salvatore Rotella to travel to Washington, D.C., February 10-13, 2007, to attend the Association of Community College Trustees 2007 National Legislative Summit. Estimated cost: \$2,691.59. Funding source: the general fund.
- 7) President Mark Takano, Board of Trustees, to travel to Washington, D.C., February 11-14, 2007, to attend the Association of Community College Trustees 2007 National Legislative Summit. Estimated cost: \$2,737.39. Funding source: the general fund.
- 8) Ms. Theka Watts, user support coordinator, information services, to travel to Washington, D.C., March 10-14, 2007, to attend the National Datatel Users Group meeting. Estimated cost: \$2,726.15. Funding source: the general fund.

Salvatore G. Rotella  
Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-a

Date: December 12, 2006

Subject: Proposed Curricular Changes

Background: Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the college administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees approve the curricular changes for inclusion in the college catalog and in the schedule of class offerings.

Salvatore G. Rotella  
Chancellor

Prepared by: Sylvia Thomas  
Associate Vice Chancellor of Instruction

New Course Proposals

1. ANT-7 – Anthropology of Religion 3 units  
Prerequisite: None.  
Introduction to the anthropological study of religion in world cultures, using a cross-cultural approach to the analysis of beliefs, rituals, mythology, and the role of religion in society, particularly focusing on non-Western traditional societies. 54 hours lecture.
  
2. BIO-6 – Introduction to Zoology 4 units  
Prerequisite: None.  
A study of invertebrate and vertebrate animals emphasizing structure, function, behavior, taxonomy evolutionary relationships, and ecology. Designed for the non-science major. The laboratory gives students first hand experience with a diversity of animals and scientific experimental design. 54 hours lecture and 54 hours laboratory.
  
3. ENG-49 – Introduction to the One-Hour Teleplay 3 units  
Prerequisite: None.  
Advisory: TEL-68 and 70 and qualification for English 1A.  
An introduction to the formal elements of the one-hour teleplay. Students will critically analyze professional scripts, view model examples of one-hour format television, and write their own one-hour teleplay/spec scripts. Students will have the opportunity to read and critique each others' teleplays in a workshop setting. May be taken a total of two times. 54 hours lecture.
  
4. PHI-16 – Moral Reasoning in Business 3 units  
Prerequisite: None.  
This course applies classical and contemporary theories of morality to problems, questions and dilemmas arising in business. Using the major concepts and principles of deontological and consequentialist reasoning, it examines and analyzes cases involving such areas as employer/employee relations, corporate responsibility, the ethics of globalization, development and world financial institutions, and truth-telling in business. Emphasis is on the development of moral reasoning skills that allow for meaningful analysis and evaluation of moral situations. 54 hours lecture.
  
5. PHI-22 – Philosophy of Science 3 units  
Prerequisite: None.  
Advisory: Qualification for English 1A.  
An examination of philosophical ideas about the nature of scientific knowledge, how it enables us to understand the world, and the role of values in science. Historical and current examples from the various sciences will be used to explore these questions. The dependence of contemporary policy and personal decisions on scientific knowledge will also be explored. 54 hours lecture.

6. PHP-44 – Yoga Instructor Training 3 units  
Prerequisite: None.  
Advisory: Two units of PHP-A47.  
This course covers yoga philosophy and practice. Topics include teaching postures in a safe manner, breathing techniques and how to observe and assist students. This course may be used as partial fulfillment of the requirements to be a Registered Yoga Teacher through the Yoga Alliance. 36 hours lecture and 54 hours laboratory.

#### Course Revision Proposals

1. AML-11 – Interpreting I – prerequisite, description changes  
From: Prerequisite: American Sign Language 10.  
Course designed to develop skills necessary for interpreting for the deaf. Emphasis on interpreting and translation skills. Total of 72 hours lecture and 27 laboratory hours observation.  
  
To: Prerequisite: AML- 5 and 10.  
Course designed to develop skills necessary for ASL interpretation. Emphasis on expressive (English-to-ASL) interpreting skills. 72 hours lecture and 27 laboratory hours observation.
2. AML-12 – Interpreting II – description change  
From: Continues development of interpreting/transliterating skills. Directed practice in interpreting a variety of communication settings: dialogues, narratives, and lectures with a master interpreter. Total of 72 hours lecture and 27 lab hours observation.  
  
To: Course designed to develop skills necessary for ASL interpretation. Emphasis on receptive (ASL-to-English) interpreting skills. 72 hours lecture and 27 laboratory hours observation.
3. ANT-1 – Physical Anthropology – description change  
From: Examination of human biological evolution, physical diversity, and relationship to the animal world, incorporating the study of genetics, fossils, primates, and modern human variation. Total of 54 hours lecture.  
  
To: An introduction to human biological evolution, physical diversity, and relationship to the animal world, using scientific and comparative methods. Incorporates the study of genetics, fossils, primates, and modern human variation within an evolutionary framework. 54 hours lecture.



4. ANT-2 – Cultural Anthropology – description change

From: The nature of human culture, with a survey of the range of cultural phenomena of primitive peoples; processes of cultural change; social organization; primitive religions; technology and the impact of western culture on primitive societies. 54 hours lecture.

To: An introduction to the anthropological concept of culture and to the methods and theories used in the comparative analysis of cultures. Cultural practices and institutions are examined using perspectives that enhance effective participation in a culturally diverse world. 54 hours lecture.

5. ANT-3 – Prehistoric Cultures – description change

From: The development of human society from the earliest evidence of human culture to the beginnings of recorded history, using the concepts, methods, and data of archaeology. Total of 54 hours lecture.

To: The development of human society from the earliest evidence of culture to the beginnings of recorded history. The concepts, methods, and data of prehistoric archaeology are used to examine the major transitions in human prehistory, including the origins of culture, agriculture, and early civilization. 54 hours lecture.

6. ANT-5 – Native Peoples of Mexico – title, description changes

From: Native Peoples of Mexico

The indigenous cultures of ancient Mexico, incorporating evidence from archaeology, native and post-conquest written records, and ethnography, emphasizing the history, social and religious institutions, and daily life of the Aztec, Maya, Olmec, and others. Total of 54 hours lecture.

To: Cultures of Ancient Mexico

The development of civilization in ancient Mexico, integrating evidence from archaeology and the prehispanic and post-Conquest written records. Emphasizes the history, lifeways, and social and religious institutions of Mexico from the earliest cultures to the Aztec civilization, and their persistence in the modern world. 54 hours lecture.

7. ANT-6 – Introduction to Archaeology – description change

From: Lecture course covering the objectives, methods, history, and findings of modern prehistoric archaeology. Course will examine basic concepts, methods of collecting and analyzing archaeological data, major trends in cultural evolution, and how archaeological evidence is used to reconstruct past human societies. Total of 54 hours lecture.

To: An examination of the basic concepts, methods, and findings of modern archaeology. Covers the history of archaeology, the application of archaeological methods of recovery and interpretation, and the analysis of archaeological evidence as it is used to reconstruct ancient societies and major trends in cultural evolution. 54 hours lecture.

8. ANT-10 – Forensic Anthropology – description change  
From: This course focuses on human osteology, the standard scientific techniques used to make determinations of age, sex, ancestry, and stature, and provides a basic overview of the analytical techniques and procedures used in medico-legal framework. Total of 54 hours lecture.  
  
To: The application of the methods of physical anthropology, within a medicolegal framework, to the identification of human remains. Focuses on human osteology for the determination of age, sex, ancestry, stature, and unique features. 54 hours lecture.
9. ANT-21 – Native Peoples of Sub-Saharan Africa: An Introduction – title, description changes  
From: Native Peoples of Sub-Saharan Africa: An Introduction  
A descriptive survey of native peoples and cultures of sub-Saharan Africa from their origins to the first European contact. Emphasis will be upon exploring the social and cultural adaptations made by the native people prior to European intervention. Total of 54 hours lecture.  
  
To: Peoples of Sub-Saharan Africa  
Survey of indigenous cultures of sub-Saharan Africa, and their contributions to and situation in the modern world. Focus on adaptations, society, belief systems, culture change, and the effects of European colonization on current culture and politics in Africa. 54 hours lecture.
10. EAR-34 – Curriculum Activities for Infants and Toddlers – description change  
From: An introduction to organizing and developing activities for infants and toddlers. Practical learning experiences will be developed in various curriculum areas such as science, learning games, arts and crafts, imaginative play, music and movement, language, self-concept and discipline. Total of 54 hours lecture.  
  
To: An introduction to assessing, planning, and developing individualized activities for infants and toddlers. Practical learning experiences will be developed in various curriculum areas such as science, learning games, creative arts, imaginative play, music and movement, language, self-concept and discipline. 54 hours lecture.
11. PHP-A90 – Weight Training – description change – description change  
From: The weight training course is designed to teach the student the basic exercises for developing major muscle groups. Emphasis is placed on body development, endurance, and knowledge of the competitive lifts. Participation is encouraged by lifting in competition, discussion, and body development workouts. Subsequent enrollment in additional semesters will provide the student an opportunity for added skill competency

development within each activity area. Total of 54 hours laboratory. Enrollment is limited to four times within the weight training activity area.

To: The weight training course is designed to teach the student the basic exercises for the development of the major muscles. Emphasis is placed on muscular strength, endurance and flexibility. Subsequent enrollment in additional semesters will provide the student an opportunity for added skill competency development within each activity area. Enrollment is limited to four times within the weight training activity area. 54 hours laboratory.

Proposed Course Deletions

1. BIO-4 – Gardening
2. BIO-40 – Interactive Video Biology Supplement

Revised Certificate Patterns

1. State-approved degree/certificate – Exercise, Sport and Wellness – revised, see Attachment A.

ATTACHMENT A

EXERCISE, SPORT, AND WELLNESS

Certificate Program

Major Core Requirements:

Required Courses (21 units)		Units
PHP-4	Nutrition	3
PHP-10	Introduction to Physical Education	3
PHP-12	Sport Psychology	3
PHP-14	Athletic and Fitness Organization and Administration	3
PHP-16	Introduction to Athletic Training	3
PHP-30	First Aid and CPR	3
PHP-35	Foundations for Fitness and Wellness	3
In addition, choose and complete courses from one Emphasis below		3-16

FITNESS PROFESSIONS EMPHASIS (Total of 24 units)

Core requirements		21
Take <u>one</u> of the following:		
PHP-42	Lifeguard and Water Safety Instructor Certification	3
PHP-43	Personal Training	3
PHP-44	Yoga Instructor Training	3
PHP-45	Group Fitness Instructor	3

ATHLETIC TRAINING EMPHASIS (Total of 29 units)

Core requirements		21
Take <u>all</u> of the following:		
PHP-17	Athletic Training, Fall Sports, Beginning	2
PHP-18	Athletic Training, Spring Sports, Beginning	2
PHP-21	Athletic Training Applications (Must take two times)	2-2

COACHING EMPHASIS (Total of 30 units)

Core requirements		21
PHP-24	Sports Officiating, Fall Sports	3
or		
PHP-25	Sports Officiating, Spring Sports	3
Elective from Group 1 Electives		3
Elective from Group 2 Electives		1
Elective from Group 3 Electives		1
Elective from Group 4 Electives		1

Group 1 Electives (3 units)

PHP-26	Foundations of Coaching	3
PHP-27	Football Theory	3
PHP-28	Basketball Theory	3
PHP-29	Soccer Theory	3
PHP-33	Baseball Theory	3
PHP-42	Lifeguard/Water Safety Instructor Certification	3

Group 2 Electives - Individual Activity Courses (1 unit)

PHP-A11	Tennis, Beginning	1
PHP-A12	Tennis, Intermediate	1
PHP-A13	Tennis Advanced	1
PHP-A20	Golf, Beginning	1
PHP-A21	Golf, Intermediate	1
PHP-A28	Swimming, Basic Skills and Aquatic Exercise	1
PHP-A29	Swimming, Intermediate Skills	1
PHP-A30	Swimming, Advanced Skills and Conditioning	1
PHP-A33	Track and Field: Running Event Techniques	1
PHP-A34	Track and Field: Field Event Techniques	1

Group 3 Electives - Team Activity Courses (1 unit)

PHP-A50	Baseball Fundamentals, Defensive	1
PHP-A51	Baseball Fundamentals, Offensive	1
PAP-A52	Fast Pitch Fundamentals, Offensive	1
PHP-A53	Fast Pitch Fundamentals, Defensive	1
PHP-A54	Fast Pitch Softball	1
PHP-A57	Basketball	1
PHP-A60	Football Fundamentals, Defensive	1
PHP-A61	Football Fundamentals, Offensive	1
PHP-A62	Flag Football	1
PHP-A64	Soccer	1
PHP-A67	Volleyball, Beginning	1
PHP-A68	Volleyball, Intermediate	1
PHP-A69	Volleyball, Advanced	1

Group 4 Electives - Fitness Activity Courses (1 unit)

PHP-A31	Water Aerobics and Deep Water Exercise	1
PHP-A74	Hiking and Backpacking	1
PHP-A75	Walking for Fitness	1
PHP-A77	Jogging for Fitness	1
PHP-A78	Long Distance Running	1
PHP-A80	Triathlon Techniques	1
PHP-A81	Physical Fitness	1
PHP-A86	Step Aerobics	1
PHP-A87	Step Aerobics, Intermediate	1
PHP-A88	Step Aerobics, Advanced	1
PHP-A90	Weight Training	1
PHP-A92	Weight Training, Advanced	1

Associate in Science Degree

The Associate in Science Degree in Physical Education will be awarded upon completion of the requirements for the certificate, plus completion of the graduation requirements as described in the catalog, as well as electives totaling 60 units of college work as required for the Associate degree.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-b

Date: December 12, 2006

Subject: Subcontract Agreement with Regents of the University of California

Background: Presented for the Board's review and consideration is a subcontract agreement between Riverside Community College District and The Regents of the University of California for the University of California Riverside (UCR). This agreement covers the period of time between October 1, 2006 and September 30, 2011, and clarifies the funding that University of California, Riverside will receive as a partner with the Moreno Valley campus in fulfilling the goals and objectives of the Title V/HSI Cooperative Grant project, which is funded through a cooperative agreement awarded by the U.S. Department of Education. Funding provided to UCR under this agreement will not exceed \$600,000.00. Funding source: Hispanic-Serving Institutions Program Grant.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for October 1, 2006 through September 30, 2011, for an amount not to exceed \$600,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Maureen Chavez  
Project Director, Title V

A Subcontract Between  
Riverside Community College District  
And  
The Regents of the University of California  
Resulting from a Cooperative Agreement to Implement a  
U.S. Department of Education  
Hispanic-Serving Institutions Program Grant (CFDA 84.031S)  
Between  
The U.S. Department of Education  
And  
Riverside Community College District  
(Award Number P031S060080)

Grant Award Notification for Award Number P031S060080 between the U.S. Department of Education (USDOE) and Riverside Community College District (RCCD) is attached to this subcontract and is incorporated herein. All applicable sections, including General Terms and Conditions - B, Special Grant Conditions, the referenced proposal, and regulations regarding the use of program income, and disclosing federal funding in public announcements, apply to this subcontract and are binding upon the parties to this subcontract.

#### I. Scope of Subcontract

Contracting Agent: Riverside Community College District (RCCD) (Lead Agency/Fiscal Agent) for Moreno Valley Campus (MVC)

Cooperative Partner: The Regents of the University of California for the University of California, Riverside (UCR)

Subcontract Amount: Up to \$600,000 over the five-year project period in federal funds; up to \$120,000 annually per budget period, unless otherwise determined by the U.S. Department of Education, will be utilized in accordance with the terms and conditions of this subcontract (including the attached budget), all applicable sections of the contract between RCCD and the U.S. Department of Education, as well the information contained within the grant application to the Department of Education written in response to the Department's request for proposals for CFDA 84.031S. This sum is subject to reduction by RCCD should RCCD experience a reduction in funding from the U.S. Department of Education. However, any impact on services as a result of reduction will be discussed, agreed upon and approved by RCCD-Moreno Valley Campus' Project Director of the Hispanic-Serving Institutions Program Grant.

Effective Date of Subcontract: October 1, 2006 . Expiration Date of Subcontract: September 30, 2011 unless terminated early by the U.S. Department of Education; in that case the termination date of this subcontract would be the same date as the termination date given by the USDOE.  
06/07 Year One Budget period: 10/01/2006 – 09/30/2007, Award \$120,000. Performance period: 10/01/2006 – 9/30/2011, authorized funding \$600,000.

## II. Description of Work

Through this USDOE funding opportunity, this collaborative project between Riverside Community College District – Moreno Valley Campus and the University of California, Riverside will serve three critical purposes: 1) Reflect Community Colleges as learning environments by means of building strong partnerships through C4 Collaborative; 2) to motivate and facilitate RCC student transfers to UCR and 3) to provide the opportunity to research and develop projects that improve the quality of education through faculty development.

We have established this collaborative effort between Riverside Community College District-Moreno Valley Campus and the University of California, Riverside with the overarching goals to:

1. Improve learning and increase student persistence, transfer and graduation rates with a special emphasis on low income and Hispanic students.
2. Create a Center for Faculty Development (CFD) to assist faculty in improving understanding of students and learning and developing more appropriate instructional methods to improve student learning and success.
3. Reorganize, integrate and strengthen the curriculum in ESL and in mathematics to better address the needs of the targeted population.
4. Increase student learning through revised and expanded tutoring and creation of a Supplemental Instruction (SI) Program.
5. Increase the numbers of targeted students who pursue careers in teaching at community colleges by providing an internship program.

UCR Co-PI's will meet with RCCD at a frequency requested by the RCCD Project Director to discuss progress made toward grant objectives, review fiscal issues, address challenges, barriers, and/or concerns regarding the grant, and coordinate activities.

UCR Co-PI's will provide the necessary administrative services to maintain fiscal and contract compliance with regard to its specific role and responsibilities concerning this grant, while RCCD will provide overall administrative oversight for all parts of this grant and serve as the primary contact to the U.S. Department of Education.



### III. Consideration

In consideration of the performance by UCR in administering this component of the Hispanic-Serving Institutions program Grant, RCCD shall make payments to UCR totaling \$120,000 in the first year, \$120,000 in the second year and \$120,000 in the third year, \$120,000 in the fourth year, and \$120,000 in the fifth year, each year as approved in the grant (budget attached), unless modified by unanimous approval of RCCD – Moreno Valley Campus' Hispanic-Serving Institutions Program Grant Project Director and the U.S. Department of Education. These funds will be released at least quarterly, but only after the delivery of services and the submission of progress reports containing data reports and substantive accomplishments of the grant project at intervals determined by the RCCD – Moreno Valley Campus' Project Director. A detailed invoice shall be submitted and appropriate backup documentation and monthly Time and Effort Reports for all staff in the program shall be appropriately maintained and available for audit upon request by the Hispanic-Serving Institutions Program Grant Project Director at RCCD – Moreno Valley Campus.

Payment for the delivery of services specified shall be made upon written request of UCR to RCCD by submission of a monthly Request for Reimbursement Certification form and backup financial documentation (invoices and receipts) must be maintained and made available for audit upon request. As agreed to in advance, request for reimbursement certification, financial documentation must report expenses by major budget categories on an actual cost reimbursement basis. RCCD will make every effort to reimburse UCR for services rendered within thirty days. RCCD must receive requests for reimbursement for payroll expenditures rendered in a particular month no later than thirty days subsequent to the end of that month. During the third and fourth quarters of the grant year, both parties agree to reevaluate the transfer of grant funds under this subcontract to reflect actual and anticipated grant deliverables. A subcontract amendment may increase or decrease the total amount of consideration due under this subcontract.

### IV. Records/Audits

In accordance with the Terms and Conditions of the grant, in order to be in compliance with federal requirements, UCR must maintain records regarding the use of grant funds and progress toward grant objectives. UCR will maintain appropriate financial records in accordance with generally accepted accounting practices. UCR will maintain financial documentation (invoices and receipts), available for audit whenever necessary, that must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of the agreement to substantiate costs. UCR will maintain, and make available upon request, monthly Time and Effort Reports for each UCE staff and faculty person involved in the Grant. UCR will submit a Monthly Progress Report to the appropriate grant Advisory Committee that addresses progress made

toward grant objectives and barriers or challenges to successful achievement of program objectives.

UCR shall preserve and make available all records related to this Agreement for examination by RCCD, the federal government, and/or their duly authorized representative. UCR shall retain these records for three years after the completion of the grant program. If any audit or other action involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later; the retention period starts on the day the grantee submits its last expenditure report for that period or when the grant ends, whichever is later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired. UCR is subject to the uniform administrative requirements of OMB Circular A-21, A-110 and A-133 and/or other federal guidelines.

#### V. Assurances

Acceptance of this subcontract constitutes certification that UCR is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Acceptance of this subcontract constitutes certification that UCR is not delinquent on any Federal debt.

Acceptance of this subcontract constitutes certification that UCR is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

Acceptance of this subcontract constitutes certification that UCR is in compliance with the Series 3000 of the Staff Diversity/Affirmative Action Policy (Americans with Disabilities Act [1990], Ed. Code 87100, Title 5, California Code of Regulations Policy Number 3010x).

Acceptance of this subcontract constitutes certification that to the best of UCR's knowledge and belief: No federal appropriated funds have been paid or will be paid, by or on behalf of the Cooperative Partner to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal contract,

grant, loan, or cooperative agreement, UCR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

UCR agrees to abide by all regulations regarding intellectual property, compliance with ADA and the FEHA/Rehabilitation Act 1973.

UCR agrees to notify RCCD immediately if there is any change of status in any of the above.

#### VI. Designation of Personnel

The Project Director of the Hispanic-Serving Institutions Program Grant has not been designated. The Project Director will be responsible for negotiating any changes in the terms, conditions, or amounts specified in the subcontract. All inquiries and reports regarding this subcontract should be directed to the Project Director. UCR has designated Dr. Steven Bossert and Dr. John Levin as the Co-PIs of the program. These designated individuals are responsible for coordinating financial and administrative matters as they relate to this subcontract.

#### VII. Suspension and Termination of Funds

Pursuant to a mutual understanding that the terms of this subcontract do not encumber the Implementation of Award Number P031S060080, as granted by the federal Department of Education for the explicit purposes of this Hispanic-Serving Institutions Program Grant, either party may suspend or terminate this subcontract upon thirty (30) days written notice, when at any time in either party's determination, the other party to this subcontract violates or departs from the terms and conditions of this subcontract; or if the program would not be achieved by continuance of the existing subcontract; or if UCR fails to submit the reports required under this subcontract according to the established schedule. Termination of this subcontract, however, will not invalidate commitments or obligations properly incurred by UCR prior to the date of termination that cannot be cancelled. UCR also agrees to adhere to conflict of interest regulations as approved by its governing body.

#### VIII. Indemnification

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or Omissions, or those of its officers, agents, or employees, and agrees to hold the other party harmless from any such liability. All partners of the Hispanic-Serving Institutions Program Grant are institutions of higher education of the State of California and assume liability only to the extent allowed by the State of California.

#### IX. Anti-Kickback

The Anti-Kickback Act of 1986 was passed to deter Cooperative Partners from making payment

for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this subcontract, UCR agrees to comply with the following regulations: FAR 3.502 and FAR 52.203.7.

X. Insurance

Each party, at their sole cost and expense, shall insure their respective activities in connection with this Agreement by carrying insurance or being self-insured as follows:

1. General Liability with a limit of not less than \$1,000,000 per occurrence.
2. Workers' Compensation as required under California law.

Each party shall include the other party as additional insured under the coverage referred to under Clause X. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the respective party, its officers, agents, or employees. Each party shall provide the other with Certificates of Insurance evidencing compliance with all requirements within 30 days of the signing of this agreement. Certificates shall provide for thirty (30) days advance written notice to the party of any material modifications, change or cancellation of the above insurance coverages.

XI. Law

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

XII. Signatures

Riverside Community College District

Regents of the University of California

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James L. Buysse  
Vice Chancellor, Administration and Finance

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C. Jeanne Reyes  
Sr. Contract and Grant Officer

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Date

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Date



U.S. Department of Education  
 Washington, D.C. 20202

**GRANT AWARD NOTIFICATION**

<b>1</b> RECIPIENT NAME: Moreno Valley Campus, Riverside Community College N/A N/A 12130 Lanselle Street Moreno Valley, CA 92551 - 2045	<b>5</b> AWARD INFORMATION PR/AWARD NUMBER P0315060080 ACTION NUMBER 01 ACTION TYPE New AWARD TYPE Discretionary																				
<b>2</b> PROJECT TITLE 84.031S The Moreno Valley Student Learning Cooperative	<b>6</b> AWARD PERIODS BUDGET PERIOD 10/01/2006 - 09/30/2007 PERFORMANCE PERIOD 10/01/2006 - 09/30/2011 FUTURE BUDGET PERIODS <table border="1"> <thead> <tr> <th>BUDGET PERIOD</th> <th>DATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>02</td> <td>10/01/2007 - 09/30/2008</td> <td>\$690,364.00</td> </tr> <tr> <td>03</td> <td>10/01/2008 - 09/30/2009</td> <td>\$678,015.00</td> </tr> <tr> <td>04</td> <td>10/01/2009 - 09/30/2010</td> <td>\$699,927.00</td> </tr> <tr> <td>05</td> <td>10/01/2010 - 09/30/2011</td> <td>\$699,417.00</td> </tr> </tbody> </table>	BUDGET PERIOD	DATE	AMOUNT	02	10/01/2007 - 09/30/2008	\$690,364.00	03	10/01/2008 - 09/30/2009	\$678,015.00	04	10/01/2009 - 09/30/2010	\$699,927.00	05	10/01/2010 - 09/30/2011	\$699,417.00					
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<b>3</b> PROJECT STAFF RECIPIENT PROJECT DIRECTOR Maureen Chavez (951) 571 - 6259 EDUCATION PROGRAM CONTACT Carnisia M. Proctor (202) 502 - 7606 EDUCATION PAYMENT CONTACT GAPS PAYEE HOTLINE (888) 336 - 8930	<b>7</b> AUTHORIZED FUNDING <table border="1"> <tbody> <tr> <td>THIS ACTION</td> <td>\$669,095.00</td> </tr> <tr> <td>BUDGET PERIOD</td> <td>\$669,095.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$669,095.00</td> </tr> </tbody> </table>	THIS ACTION	\$669,095.00	BUDGET PERIOD	\$669,095.00	PERFORMANCE PERIOD	\$669,095.00														
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<b>4</b> KEY PERSONNEL <table border="1"> <thead> <tr> <th>NAME</th> <th>TITLE</th> <th>LEVEL OF EFFORT</th> </tr> </thead> <tbody> <tr> <td>Maureen Chavez</td> <td>Project Director</td> <td>100%</td> </tr> </tbody> </table>	NAME	TITLE	LEVEL OF EFFORT	Maureen Chavez	Project Director	100%	<b>8</b> ADMINISTRATIVE INFORMATION DUNS/SSN 110235335 REGULATIONS CFR PART 607 EDGAR AS APPLICABLE ATTACHMENTS A, B OPE-2, C, E1, E2, E3, F, S														
NAME	TITLE	LEVEL OF EFFORT																			
Maureen Chavez	Project Director	100%																			
<b>9</b> LEGISLATIVE AND FISCAL DATA AUTHORITY: PL 102-325 HIGHER EDUCATION ACT OF 1965 PL 102-325, AMENDED. PROGRAM TITLE: HIGHER EDUCATION - INSTITUTIONAL AID CFEA/SUBPROGRAM NO: 84.031S <table border="1"> <thead> <tr> <th>FUND CODE</th> <th>FUNDING YEAR</th> <th>AWARD YEAR</th> <th>ORG. CODE</th> <th>CATEGORY</th> <th>LIMITATION</th> <th>ACTIVITY</th> <th>CFDA</th> <th>OBJECT CLASS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0201A</td> <td>2006</td> <td>2006</td> <td>EP000000</td> <td>B</td> <td>J29</td> <td>000</td> <td>031</td> <td>4101C</td> <td>\$669,095.00</td> </tr> </tbody> </table>		FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0201A	2006	2006	EP000000	B	J29	000	031	4101C	\$669,095.00
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0201A	2006	2006	EP000000	B	J29	000	031	4101C	\$669,095.00												

Ver. 1  
 ED-GAPS002 (01/08)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-c

Date: December 12, 2006

Subject: Resolution to Certify Contract Approval for Tech Prep Regional Coordination Grant

Background: The Riverside Community College District has applied for a Tech Prep Regional Coordination Grant through the California Department of Education. The intent of the grant is to support Tech Prep pathways through regional collaboration and more effective coordination and communication between education and workforce systems with business and industry. This resolution must be adopted to certify the approval of the Riverside Community College District to approve a contract with the California Department of Education once the grant application has been approved for funding.

Recommended Action: It is recommended that the Board of Trustees approve the certification, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Ron Vito  
District Dean, Occupational Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOLUTION TO CERTIFY CONTRACT APPROVAL

RESOLUTION No. 15-06/07

Tech Prep Regional Coordination Project

WHEREAS, this resolution must be adopted to certify the approval of the Riverside Community College District to approve a contract with the California Department of Education for the Tech Prep Regional Coordination Project.

NOW, THEREFORE, BE IT RESOLVED, that the governing board of the Riverside Community College District does hereby order that James Buysse be authorized as representative to sign said agreement on behalf of the governing board.

In witness whereof, the foregoing resolution was passed and adopted by the Board of Trustees of the Riverside Community College District this 12<sup>th</sup> day of December, 2006.

This is an exact copy of the resolution  
adopted by the governing board at  
a regular meeting on December 12, 2006

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-d

Date: December 12, 2006

Subject: Agreement with Music Theatre International

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Music Theatre International to provide royalty, rental, and security fees, and logo pack for the license of a non-equity production of Disney's "High School Musical." These materials will be used by the Theatre Department's Summer Conservatory to mount a production for three performances. The term of the agreement is August 2, 2007 through August 4, 2007, for a fee of \$3,120.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for August 2, 2007 through August 4, 2007, for an amount not to exceed \$3,120.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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



**PRODUCTION CONTRACT**



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

DATE: 8/26/2006 SHEKUN  
 CONTRACT#: 357148 CD:002  
 RE: 8/23/06  
 Expiration Date: 10/07/2006  
 Performance Dates:  
 8/02/2007 - 8/04/2007

Licensee: CUSTOMER ACCT: 0008644  
 RIVERSIDE COMMUNITY COLLEGE  
 ATTN: JUDI JULIAN  
 4500 MAGNOLIA AVENUE  
 THEATRE DEPARTMENT  
 RIVERSIDE CA 92506

THIS IS A LICENSE FOR \*\* A NON-EQUITY \*\* PRODUCTION OF  
 HIGH SCHOOL MUSICAL, DISNEY'S

**Special Conditions:**

**ROYALTY**

ROYALTY A) 825.00 For Each Regular Benefit or Other Performance  
 Provisions: THE ROYALTY FEE IS BASED ON 500 SEATS \$12 & \$10 TIX  
 Seating Limited to 500 per Performance

**SECURITY FEE**

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

**RENTAL FEE**

\* 550.00 for a standard set of materials or any part thereof (see below).

Please Add 7.75% Sales Tax to All Rental Items

**BILLING CREDITS**

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

Disney's  
 HIGH SCHOOL MUSICAL

Book by  
 David Simpatico

Songs by  
 Matthew Gerrard and Robbie Nevil; Ray Cham, Greg Cham and Andrew Seeley;  
 Randy Petersen and Kevin Quinn; Andy Dodd and Adam Watts; Bryan Louiselle;  
 David N. Lawrence and Faye Greenberg; Jamie Houston

Music Adapted, Arranged and Produced by  
 Bryan Louiselle

Based on a Disney Channel Original Movie Written by  
 Peter Barsocchini

\*\*\*Credits and billing must be 50% of title size\*\*\*

**STANDARD RENTAL SET**

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

Standard Rental Set:  
 30 Libretto Vocal Books  
 2 Piano Conductor's Scores

Orchestration:  
 Keyboard 1 (Piano/Conductor)  
 Keyboard 2  
 Guitar 1 (Acoustic and Electric)  
 Guitar 2 (Acoustic and Electric)  
 Drum Set  
 Percussion  
 Electric Bass  
 Marching Band: Drum Corps (optional)  
 Marching Band: Brass (optional)

Please Note:  
 Perusal's will be available for shipping on August 14, 2006  
 All other materials will be available for shipping on October 1, 2006

**ADDITIONAL MATERIALS/RESOURCES**

ITEM	ADDITIONAL	DAMAGED	MISSING
Lib/Vocal Books	\$ 6.25	\$ 12.50	\$ 25.00
Piano-Conductor Scores	\$ 30.00	\$ 60.00	\$120.00
Orchestra Parts	\$ 15.00	\$ 30.00	\$ 60.00

\* Logo Pack-Licensing \$50 \* Reference Recording \$20 \*  
 \* TRANS-ON-DEMAND \* Rehearsals \$250 \* Stage Manager Script \$25 each  
 \* Limited Use Video License (Amateur Productions Only) \$75 \*  
 \* Show Logo T-Shirts \$75 per unit \*  
 (each unit contains 6 shirts of the same size)  
 (PLEASE CALL FOR MORE T-SHIRT INFORMATION)  
 \* Accompaniment CD \$500 \*

(COMPLETE ALL INFORMATION ON REVERSE SIDE)



**CONFIRMATION OF PERFORMANCE INFORMATION**

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

Name of Show: HIGH SCHOOL MUSICAL  
 Name and address of place of performance: RIVERSIDE COMMUNITY COLLEGE - LANDIS AUDITORIUM  
 Date(s) of performance(s): Aug 2-4, 2007

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

ROYALTY: (see front of contract for Royalty fees)  
 Royalty A for 3 performance(s) @ \$ 825.00 per performance, a total of.....\$ 2475.00  
 Royalty B for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of.....\$ \_\_\_\_\_  
 Royalty C for \_\_\_\_\_ performance(s) @ \$ \_\_\_\_\_ per performance, a total of.....\$ \_\_\_\_\_

RENTAL: (see front of contract for Rental fees)  
 Rental fee for a standard set of materials.....\$ 550.00 + 42.00 tax  
 Extra rental time for \_\_\_\_\_ months @ \$400.00 per month.....\$ \_\_\_\_\_

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

RehearScore®: \$250.00  .....\$ \_\_\_\_\_

Reference Recording: \$20.00  Logo Pack: \$50.00  .....\$ 50.00

Other (please specify)  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ a total of.....\$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ a total of.....\$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ a total of.....\$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ a total of.....\$ \_\_\_\_\_

SECURITY FEE:.....\$ 400.00 ASRC Funds

TAX (NY, MN, CA PLEASE ADD APPLICABLE SALES TAX TO ALL RENTAL ITEMS):.....\$ 42.00

**TOTAL \$**.....\$ \_\_\_\_\_

**TOTAL AMOUNT ENCLOSED \$** 3117.00

**OUTSTANDING OBLIGATIONS \$**.....\$ \_\_\_\_\_

**SHIPPING**

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

Special Shipping Instructions: OVERNIGHT  SECOND DAY  GROUND

Shipping Address \_\_\_\_\_  
(NO P.O. Boxes) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

**PAYMENT**

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

CREDIT CARD: VISA  MASTERCARD  AMERICAN EXPRESS

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Name on card: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Amount: \_\_\_\_\_

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

**ACCEPTANCE**

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

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MUSIC THEATRE INTERNATIONAL  
PERFORMANCE LICENSE  
www.MTIShows.com

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

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

**Please read this Performance License carefully and keep this copy for your records.**  
Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

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

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

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed (“Licensee” or “You”)—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
  - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
  - b. You may not delete, in whole or in part, any material in the existing Play.
  - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
  - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
  - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI’s prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
  - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
  - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph 1.2, with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
  - a. Recording: This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing.
  - b. Broadcast: Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
  - a. Author/Creator: You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
  - b. MTI: You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:

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

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

**II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS**

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

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

### III. MATERIALS RENTAL PROVISIONS

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



Contract Rider for  
Disney's  
**High School Musical**

**Additional Licensing Guidelines and Provisions**

1. **CO-PRODUCTION.** You may share production costs and/or physical production elements (but not casts) of your production of the Play with other licensees, including renting your physical production to other licensees, subject to MTI's approval, but your billing shall refer solely to your own organization as the producer/presenter of the Play.
2. **REPRESENTATIONS AND WARRANTIES.** You hereby represent and warrant as follows: that (i) You shall comply with all applicable laws, including, without limitation all applicable United States and other federal, state, and local laws, and shall present the Play in accordance with the terms of this Agreement; (ii) no rights of any third party are or will be violated by your entering into or performing this Agreement, and you have not made nor shall you hereafter make any agreement with any third party which could interfere with the full performance of your obligations hereunder and (iii) This performance license does not permit licensee to present this show at any theme park or amusement park venue. Such presentation, without written consent from MTI, shall constitute a breach of the performance license and results in its immediate and automatic termination.
3. **INDEMNIFICATION.** You hereby agree to indemnify and hold MTI and Disney (and its affiliates and each of MTI, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by you hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.
4. **DISNEY PUBLIC IMAGE AND REPUTATION.** You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation, and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.
5. **TRADEMARKS.** You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:
  - 5.1 in any of your advertising, publicity or promotions other than as part of the title of the Play, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show, and that the Disney Channel produced and broadcast the Movie and distributes the Movie soundtrack.
  - 5.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:
  - 5.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

**Acceptance**

By signing below, you signify that you have read and agree to the terms and conditions set forth in this Rider

Organization Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Please retain this copy for your records

Full billing must be used for programs

CREDITS You shall incorporate the following credits and comply with all size and other restrictions on the title page of all playbills and programs, and in all houseboards and displays and in all other advertising, press release and any other promotional material, except as otherwise provided below, as follows:

The (Licensee) (50% of title)  
Production of  
  
Disney's  
**HIGH SCHOOL MUSICAL**  
  
Book by (50% of title)  
David Simpatico  
  
Original Songs by (50% of title)  
Matthew Gerrard and Robbie Nevil; Ray Cham, Greg Cham and Andrew Seeley;  
Randy Petersen and Kevin Quinn; Andy Dodd and Adam Watts; Bryan Louiselle;  
David N. Lawrence and Faye Greenberg; Jamie Houston  
  
Music Adapted, Arranged and Produced by (50% of title)  
Bryan Louiselle  
  
Based on a Disney Channel Original Movie Written by (50% of title)  
Peter Barsocchini

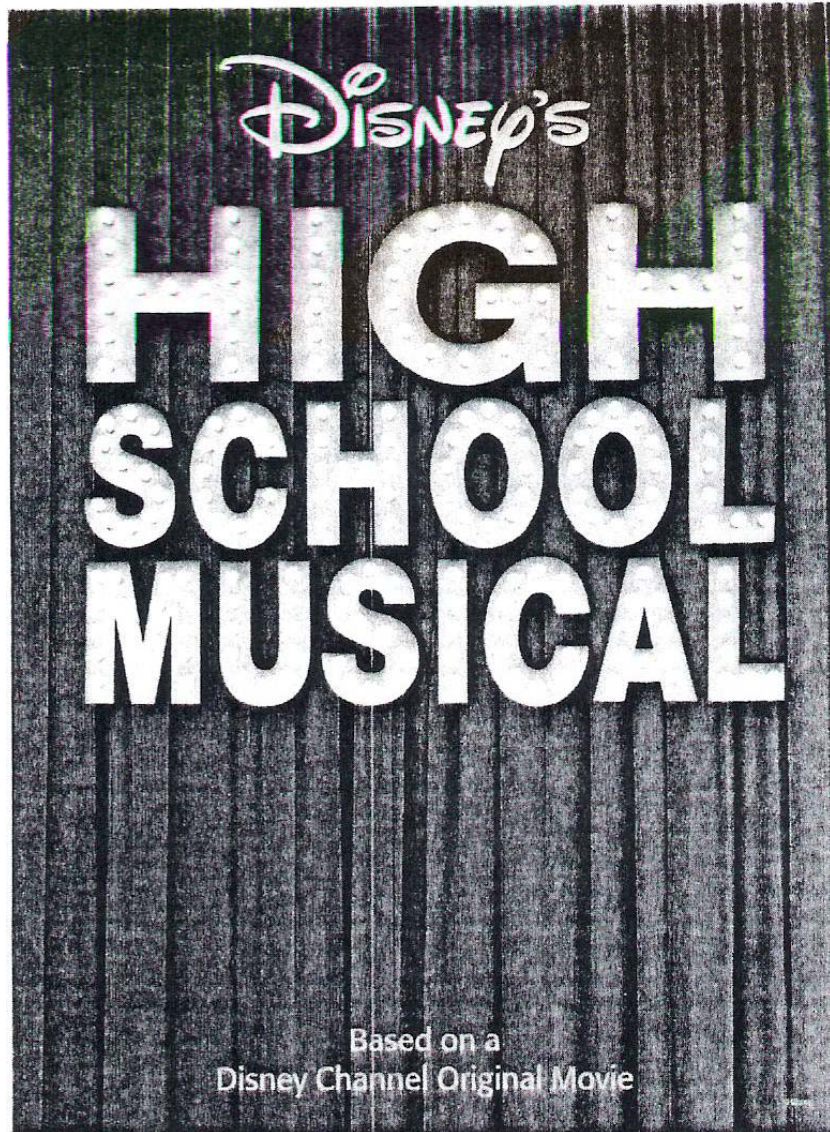
The billing to you must be in the form specified above, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title. The name "Disney's" shall be no more than 33% of the title, as measured by the proportion of the size of the "D" in "Disney" to the size of the largest letters in the title, and in no event may you duplicate the logo and title from the Disney Channel movie "High School Musical" (the "Movie"), unless you separately license the right to use the Movie logo. If you do separately license the right to use the Movie logo, then you shall duplicate such logo and billing credits exactly as provided, including the fonts. **The credits to the authors below the title need not appear in advertising and promotional material.** The size of the credit to the authors shall be no less than 50% of the regular title, and if there is no regular title, then no less than 20% of the logo or artwork title. A sample of appropriate billing size and placement is attached hereto for your reference (without constituting a grant of rights in the Movie logo).

**For professional licensees:** If you elect not to purchase the Movie logo, then you shall submit your logo or artwork title for approval prior to any public use thereof. All television and radio advertising, both the content and the media plan, shall be subject to the prior approval of MTI, in its sole discretion).

Attachment A - Sample Ad Layout

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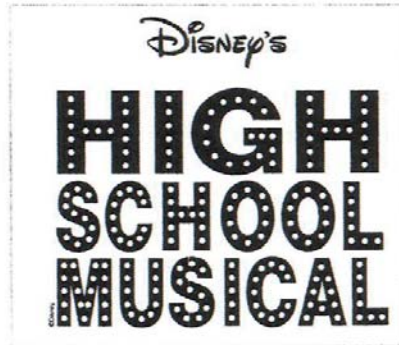
The Your Theatre Company  
Production Of



YOUR PRODUCTION INFORMATION HERE!

DATES  
TIMES  
TICKET PIRCES  
PHONE NUMBER

THEATRE AND ADDRESS



### LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN

\_\_\_\_\_ (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED Disney's HIGH SCHOOL MUSICAL (THE "PLAY"):

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from The Walt Disney Company for the creation by Licensee of a performance video recording hereby permits Licensee to make one video recording of the Play subject to Licensee's strict observance of the conditions set forth herein.
2. A video recording of the Play (the "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name "Disney" or any other trademarks of The Walt Disney Company in any way, except to indicate the content of the video recording.
3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:  

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.
4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.
5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.
6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

**AGREED AND ACCEPTED BY LICENSEE:**

Organization Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\*\*\*YOU MUST RETURN THIS SIGNED COPY WITH YOUR PAYMENT TO PURCHASE LIMITED HOME USE VIDEO RECORDING PERMISSION\*\*\*



**MUSIC THEATRE INTERNATIONAL**  
421 West 54th Street, New York, NY 10019  
(212) 541-4694 • Fax (212) 397-4664  
<http://www.MTIShows.com> • [Licensing@MTIShows.com](mailto:Licensing@MTIShows.com)





**MUSIC THEATRE INTERNATIONAL**  
421 West 54<sup>th</sup> Street, New York, NY 10019  
212-541-4684 • 212-397-4684 (FAX)  
licensing@mtishows.com • www.mtishows.com

## A GUIDE TO FILLING OUT YOUR MTI PRODUCTION CONTRACT

TO ENSURE TIMELY SHIPMENT OF YOUR MATERIALS, BE SURE TO FOLLOW THESE GUIDELINES CAREFULLY. FAILURE TO DO SO WILL RESULT IN A DELAY OF YOUR SHIPMENT!

- 1) Carefully read both the performance license and production contract in entirety.
- 2) Fill in all necessary information on the production contract, including the exact performance dates.
- 3) Insert the number of performances and the Royalty and Rental fees on the proper lines. (These can be found on the front of your production contract.)
- 4) Order any additional rental time needed. The Standard rental time covers the period two months prior to your first performance.
- 5) Order any extra materials (i.e. RehearScore, libretti/vocal or orchestra books, Logo Packs, etc.) that you might need. All of the prices are listed on the front of the production contract.
- 6) Determine the orchestration you will require (i.e. Full Orch, No Orch, Partial/Alternative Orch).
  - A) Full Orch: This is everything that is listed under Orchestration on the front of your production contract, plus the Rehearsal Set.
  - B) No Orch: This is everything that is listed under Rehearsal Set (i.e. Libretti/vocal books, piano-conductor score)
  - C) Partial/Alternative Orch: If you check this box you must circle the orchestra parts on the front of the production contract that you want.
- 7) Fill in the shipping address (No P.O. Boxes. Shipments are sent by UPS or FEDEX ground and must be signed for.)
- 8) **SIGN THE CONTRACT!** (Be certain that you have read and fully understand and agree to the terms and conditions. It is a legal and binding agreement that will have your signature on it.)
- 9) Return one copy of the contract to MTI along with full payment (i.e. Royalty, Rental and Security deposit. Make all checks or money orders payable in U.S. funds to Music Theatre International and be sure to include your account number on all correspondence.)

Note: Contracts and deposit must be returned to MTI within six weeks of the date of issue or the contract is no longer valid.

  - For school or government agencies only, a signed, authorized purchase order is acceptable for Royalty and Rental. A purchase order may not be used for the \$400 security deposit.

## HELPFUL REMINDERS

- Make a note of your customer account number for your personal file. (It appears at the top center section of your production contract.)
- Always give yourself enough lead-time. All orders are processed within ten to fourteen business days of receipt by our office.
- Don't forget about MTI's Theatrical Resources: the OrchExtra, RehearScore, Study Guides and Logo Packs. They can be valuable to your production.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-e

Date: December 12, 2006

Subject: Agreement with Christy Bethel

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Christy Bethel, to prepare and conduct six (6) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, and desert areas, beginning January 1, 2007 through June 30, 2007. The facilitator will be paid at the rate of \$50.00 per hour. The workshop will fulfill the requirements of the Foster and Kinship Care Education Program. Total expenses are not to exceed \$900.00. Funding source: Foster and Kinship Care Education Program Grant.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for the period of January 1, 2007 through June 30, 2007, for an amount not to exceed \$900.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

WORKSHOP FACILITATOR AGREEMENT  
BETWEEN

CHRISTY BETHEL  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Agreement, entered into this 1st day of January 2007, between Christy Bethel, 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 January 1, 2007, and will continue in effect until June 30, 2007.

ARTICLE II. SERVICES TO BE PERFORMED BY FACILITATOR

- 2.01 Facilitator agrees to perform the services specified in the “Scope of Services” attached to this Agreement as “Exhibit A” and incorporated by reference herein.

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Facilitator, The District will pay the Facilitator at the rate of \$50.00 per hour for a series of three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the Facilitator will conduct six (6) 3-hour workshops during the contract period. Total payments to the Facilitator are not to exceed \$900.00 and will be paid upon receipt of an invoice generated by facilitator, after each workshop.

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 a Facilitator, in Facilitator’s sole discretion.
- 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 sub Facilitator, 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

\_\_\_\_\_  
Christy Bethel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Facilitator Agreement between  
Christy Bethel  
and  
Riverside Community College District

SCOPE OF WORK

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

Prepare and Conduct 3-hour Workshops

Facilitator hereby agrees to provide a series of six (6) 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside, Hemet, or Desert areas beginning January 1, 2007 through June 30, 2007. The workshops will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Specific workshop dates and locations to be determined in consultation with Penny Davis, Director of Foster and Kinship Care Education Program

DELIVERABLES

The following will be delivered to Foster and Kinship Care Education participants as a result of the provision of services described within this scope of work.

- Conduct six 3-hour workshops during the contract period as part of meeting program requirements.

COMPENSATION

This agreed upon total, a maximum of \$900.00, for the delivery of six (6) three-hour workshops, includes all Facilitator outlays (time, travel, materials, etc.). The Facilitator shall invoice after each workshop 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-f

Date: December 12, 2006

Subject: Agreement with Avid Technology, Inc.

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Avid Technology, Inc. This is a renewal of an existing agreement for the continued preventive maintenance services for the Avid Adrenaline Video editing workstation. The term of the agreement is December 9, 2006 thru December 8, 2007. Under the terms of this agreement, the District will pay \$1,999.00 for the cost of assurance adrenaline maintenance, \$999.00 for twenty-four hour coverage, seven days a week, and \$2,100.00 for an extended hardware warranty with a volume discount of \$764.70, for a total cost of \$4,333.30. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for the period of December 9, 2006 through December 8, 2007, for an amount not to exceed \$4,333.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Cecilia Wong  
Executive Dean, Technology and Learning Resources



AVID TECHNOLOGY, INC  
 P.O. BOX 3197  
 BOSTON, MA 02241-3197

User:  
 SPAGAN

QUOTATION		
ORDER NO.	DATE	PAGE
20017679	09/26/2006	2

**CUSTOMER ORIGINAL**

ORDER DATE	SERVICES	FREIGHT TERMS	SALES TEAM	TERRITORY
09/26/2006		FOB ORIGIN	4207	WEST/LA
METHOD OF SHIPMENT		PAYMENT TERMS		
		Net 30 - P/O Required		
CUSTOMER PURCHASE ORDER NUMBER		FREIGHT BILLBACK		
Quotation				

**BILL TO:** RIVERSIDE COMMUNITY COLLEGE DIST. **SOLD TO:** RIVERSIDE COMMUNITY COLLEGE DIST.  
 ATTN: ACCOUNTS PAYABLE 4800 MAGNOLIA AVE  
 4800 MAGNOLIA AVE RIVERSIDE CA 92506-1201  
 RIVERSIDE CA 92506-1201

BILL TO CUSTOMER	SOLD TO CUSTOMER
69767	69767

TERMS: Net 30 days, subject to credit approval. All prices are exclusive of all taxes and duties imposed by any governmental authority, all freight and shipping charges, and any insurance premiums, all of which shall be paid by purchaser. Overdue amounts may bear interest at 1 1/2% per month, or such lower rate as is the highest rate permitted by law. Until full payment is made, AVID shall have a purchase money security interest in the system(s) purchased to secure purchaser's obligations. Purchaser agrees to accept partial order shipments, and for such shipments, shall be responsible for paying the partial amount due. Neither this agreement nor purchaser's rights hereunder may be assigned to any third party without AVID's prior written consent. Purchaser acknowledges that all systems purchased are subject to separate license agreements and agrees to be bound thereby. Any additional or inconsistent terms issued by Purchaser shall not be binding on AVID.

BY SIGNING BELOW, PURCHASER ACKNOWLEDGES READING AND AGREEING TO THESE TERMS.

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Credit Card Information:

Amex \_ Acct. Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Visa \_  
 MasterCard \_ Card Holder Name: \_\_\_\_\_  
 Card Holder PH #: \_\_\_\_\_

Assurance Contact Name \_\_\_\_\_ Email address \_\_\_\_\_

*This page is an integral part of your quote, please complete and return all pages.  
 Thank You, Avid Inside Sales.*





AVID TECHNOLOGY, INC  
 P.O. BOX 3197  
 BOSTON, MA 02241-3197

User:  
 SFAGAN

QUOTATION		
ORDER NO.	DATE	PAGE
20017679	09/26/2006	1

**CUSTOMER ORIGINAL**

ORDER DATE 09/26/2006	SERVICES	FREIGHT TERMS FOB ORIGIN	SALES TEAM 4207	TERRITORY WEST/LA
METHOD OF SHIPMENT		PAYMENT TERMS Net 30 - P/O Required		
CUSTOMER PURCHASE ORDER NUMBER Quotation			FREIGHT BILLBACK	

BILL TO: RIVERSIDE COMMUNITY COLLEGE DIST.    SOLD TO: RIVERSIDE COMMUNITY COLLEGE DIST.  
 ATTN: ACCOUNTS PAYABLE    4800 MAGNOLIA AVE  
 4800 MAGNOLIA AVE    RIVERSIDE CA 92506-1201  
 RIVERSIDE CA 92506-1201

BILL TO CUSTOMER 69767	SOLD TO CUSTOMER 69767
---------------------------	---------------------------

ITEM	PRODUCT NUMBER PRODUCT DESCRIPTION	SCHEDULED SHIP DATE	QUANTITY ORDERED	UOM	UNIT PRICE	NET EXTENSION	TAX
0010	0541-03436-01 MNT,ASSURANCE ADRENALINE RNWL		1.00	EA	1,999.00	1,999.00	N
	0541-03368-01 24 x 7 Coverage				999.00	999.00	N
	0541-03369-01 Extended Hardware Warranty				2,100.00	2,100.00	N
Maintenance Coverage Period:							
	System Id                                      Start Date                      End Date						
	4015376172                                      12/09/2006                      12/08/2007						
	Items Total					5,098.00	
	% Volume Discount					764.70	
	Final Amount				USD	4,333.30	
SHIP-TO ID: 69767							
RIVERSIDE COMMUNITY COLLEGE DIST.							
4800 MAGNOLIA AVE							
RIVERSIDE CA 92506-1201							
ENDUSER ID: 69767							
RIVERSIDE COMMUNITY COLLEGE DIST.							
RIVERSIDE CA 92506-1201							



## **Avid Assurance Support Offerings**

### **Basic Assurance includes**

- Toll free access to Technical Phone Support - Monday - Friday 9am- 9pm EST excluding company observed holidays
- Electronic Software updates released during contract duration (current model only)
- Electronic Avid Newsletter subscription
- Advanced exchange of in-warranty parts. In-warranty replacement parts are shipped in advance, usually same day, to ensure minimal system downtime.
- Swap and Exchange program – qualifying out of warranty spare parts receive a 30% credit upon return of failed part.

### **Assurance Optional Coverage<sup>1</sup> (can be added to Base Assurance)**

- 7x24 Technical Phone Support - Extends basic hours to include weekends and Holidays. 7x24 option must be purchased on all systems at customer site.
- Extended Hardware Warranty service – Extends factory warranty on most printed circuit boards for contract duration. This option does not include the workstation, monitors, drives, keyboard, and other peripherals. All labor, materials, and shipment costs are included. Replacements are shipped in advance of failed parts, usually in the same day, minimizing system downtime.

### **Avid Unity MediaNetwork Options**

- Extended Hardware Warranty service for AVID Unity MediaNetwork Systems provide hardware replacement for ALL Avid Supplied components, except the JBOD drives and chassis (covered under separate warranty), keyboards, monitors, and cables. All labor, materials, and shipment costs are included.
- Unlimited On-Site support for Avid Unity MediaNetwork systems
  - Premium On-Site with 2 hour response (limited geographic areas)
  - Standard On-Site with 8 hour response (limited geographic areas)

On-Sites are for troubleshooting, disconnect or reconnect services, configuration issues and swap out of failed components. On-Sites cannot be used for Installations or System upgrades, these must be purchased separately.

Note 1.) Optional 7x24 or Extended Hardware coverage is not available for Xpress Pro or Xpress DV products.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-g

Date: December 12, 2006

Subject: Agreement with Dale Hendrickson

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Dale Hendrickson to provide a presentation on careers in animation within intersegmental settings as part of curriculum development for Riverside School for the Arts. The term of this agreement is November 15, 2006 through November 30, 2006. The total fee for this agreement is \$250.00. Funding source: Grant FIE #223.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from November 15, 2006 through November 30, 2006, for \$250.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
DALE HENDRICKSON

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of November 2006, by and between Dale Hendrickson, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The Contractor agrees to provide presentation on careers in animation as part of curriculum development for Riverside School for the Arts.
2. The services rendered by the Contractor are subject to review and supervision by the District's Chancellor and other designated representatives of the District.
3. The term of this agreement shall be from November 15, 2006 through November 30, 2006.
4. Payment in consideration of this agreement includes a service fee that shall not exceed \$250.00 payable after receipt of invoice.
5. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement.

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

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

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

Riverside Community College District

Dale Hendrickson  
6341 Noble Avenue  
Van Nuys, CA 91411

---

James L. Buysse  
Vice Chancellor, Administration and Finance

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Contractor

---

Date

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-h

Date: December 12, 2006

Subject: Agreement with University/Resident Theatre Association, Inc.

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and University/Resident Theatre Association, Inc., to pay all fees, benefits, and other charges mutually agreed upon and consistent with the applicable union rules and regulations for directors and choreographers who are members of the Society of Stage Directors and Choreographers (SSDC). For its services, University/Resident Theatre Association, Inc. will charge the sum total of \$4,058.00. The term of this agreement is April 28, 2007 through June 17, 2007. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from April 28, 2007 through June 17, 2007, for the amount of \$4,058.00, 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

U/RTA  
CONTRACT MANAGEMENT PROGRAM  
General Information - DIRECTORS/CHOREOGRAPHERS

The University/Resident Theatre Association, Inc. is offering the CONTRACT MANAGEMENT PROGRAM to schools and theatres who wish to hire professional Directors/Choreographers but are unable to do so. In most instances, the CONTRACT MANAGEMENT PROGRAM allows a college, university or theatre to employ a professional Director/Choreographer without having the Director/Choreographer added to their payroll, particularly when the program is unable to make certain necessary payments for the Director/Choreographer, such as union pension and health, etc.

If your organization wishes to employ a professional Director/Choreographer under this program, the following general points of information should be considered carefully before further application is made:

1. When contracting a professional Director/Choreographer for employment, the employer must follow the rules and regulations set forth by the Society of Stage Directors and Choreographers (SSDC), the union of professional directors and choreographers, which will be happy to supply the terms for any proposed agreement, and these terms must be unconditionally met unless dispensation in writing has been granted by the union's designated representative.
2. Any agreements between your organization and the Director/Choreographer are subject to the terms of employment supplied by the Director/Choreographer's union, and the Director/Choreographer should not agree to anything without complete knowledge of what the union requires.
3. U/RTA will advise an organization on the best procedure for contracting a professional Director/Choreographer, but *will not* negotiate terms with the Director/Choreographer's union, except in special instances, which may be handled by an URTA representative through correspondence with the organization.
4. Under union agreements, the employer is expected to pay pension & health, and supply other benefit payments on the Director/Choreographer's behalf. These payments should be taken into consideration when budgeting professional salaries or fees, over and above the gross figure.
5. U/RTA will be happy to employ the professional Director/Choreographer, who will be subsequently "loaned" to your organization. U/RTA will be responsible for the employee paycheck payments all benefit payments and all end-of-year tax filings. It is understood that U/RTA will charge a reasonable service fee for this work.
6. To protect the organization, the Director/Choreographer, and U/RTA, a LETTER OF

SECURITY must be submitted to U/RTA by a responsible fiscal authority of the university or theatre, guaranteeing the payment of all costs under the CONTRACT MANAGEMENT PROGRAM. This agreement must be received by U/RTA before any further contracting is done. U/RTA will, in turn, prepare similar security agreements with SSDC.

7. In a union contract under the CMP, U/RTA becomes the "producer of record." However, U/RTA will only serve in this capacity wherever professional employees are concerned. Your organization is expected to meet all terms of any union contract it is using through the CONTRACT MANAGEMENT PROGRAM.

8. In order to assure that U/RTA is fully aware of decisions made regarding the possible hiring of professional Directors/Choreographers, your organization should copy U/RTA with all pertinent correspondence, and contact U/RTA before contacting the Director/Choreographer's union regarding his/her employment.

The enclosed material should assist you in determining the feasibility of contracting a professional Director/Choreographer under the CONTRACT MANAGEMENT PROGRAM. If you have any questions, please do not hesitate to contact:

Johana Castro  
Director of Operations  
University/Resident Theatre Association  
1560 Broadway, Suite 712  
New York, NY 10036  
CMP phone:(212) 221-1130 CMP fax: (212) 869-2752  
E-Mail: [CMP@urta.com](mailto:CMP@urta.com)

06/01/2006



LETTER OF AGREEMENT  
(Cost Basis)

This agreement outlines the various services to be provided by the University/Resident Theatre Association, Inc., hereinafter referred to as U/RTA, to the: (Name of Institution) Riverside Community College District (Performance Riverside), hereinafter referred to as the Presenter, in connection with: (Name of Production) Man of La Mancha at the (Actual Name of Theatre) Landis Performing Arts Center for the period beginning (Date) April 28, 2007 and ending (Date) June 17, 2007

The Presenter agrees to pay U/RTA upon execution of this Letter of Agreement all amounts due up to and including (Closing Date) June 17, 2007 pursuant to the schedule contained cumulatively as Attachments "A", "B", "C", and including the actual sample SSDC-U/RTA contract contained herein. The Presenter further agrees to pay thereafter such amounts as are due pursuant to said schedule and as set forth in the union contracts. It is mutually understood that this Letter of Agreement and Attachments are on a cost basis and all amounts advanced by the Presenter to U/RTA and not expended for authorized costs incurred shall be refunded to the Presenter. Presenter is responsible for any and all monies incurred for the use of the Director/Choreographer over the estimates listed below.

U/RTA agrees to enter into contract with the Director/Choreographer(s) under the conditions agreed upon between the Director/Choreographer(s) and the Presenter. U/RTA will undertake to pay all salaries, fees, benefits, and other charges mutually agreed upon and consistent with applicable union rules and regulations. For its services, U/RTA will charge the Presenter the sum total of the costs involved concerning the Director/Choreographer services, plus the actual costs of providing said services as detailed in Attachment "B".

In addition, the Presenter shall indemnify, defend, and hold U/RTA and its executors, administrators, Directors and Officers harmless from and against any and all liabilities, damages, costs, expenses and/or other losses (including reasonable attorney's fees) whatsoever which U/RTA may suffer by and from the actions of the Presenter or its employees or Directors/Choreographers hired on its behalf; or arbitration or litigation entered into on behalf of the Presenter or Directors/Choreographers hired on its behalf.

For the services of the Director(s) and/or Choreographer(s) listed in Attachment "C" with their scheduled periods and terms of employment, based on salary, fee and per diem information provided, and accepting the liability of union requirements regarding pension and health payments, the Presenter agrees to pay the amount of \$3,745.40 and in addition, the service fees for the U/RTA-CONTRACT MANAGEMENT PROGRAM in the amount determined in Attachment "B", now estimated to be \$312.36, for a total of \$4,058.00 to be paid at least two weeks prior to any payments made to the Director/Choreographer.

Presenter agrees to display the SSDC emblem in a conspicuous place in the program along with the following credit: "The Director (or Choreographer or Director/Choreographer) is a member of the Society of Stage Directors and Choreographers, an independent national labor union."

Credit shall be provided to U/RTA on the appropriate page of all programs distributed for the above-referenced production(s). Such credit shall read as follows: "This production uses the Contract Management Program of the University/Resident Theatre Association, Inc."

Either party may cancel this agreement by giving thirty (30) days written notice.

Riverside Community College District

University/Resident Theatre Association, Inc

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

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT "A"  
PRESENTER INFORMATION

Name of Production (s) Man of La Mancha

First Rehearsal Date April 28, 2007 Opening Date June 8, 2007

Date of First Day of Last week of Rehearsal June 3, 2007 Closing Date June 17, 2007

PRESENTER'S MAILING ADDRESS:

Contact Person Rey O'Day

University/Organization Riverside Community College District

Department Performance Riverside

Street Address\* 4800 Magnolia Avenue

City, State, Zip Riverside, CA 92506

Federal ID# 33-0831357 501(c) (3)? Yes XX No

\*in the event that anything must be sent via FedEx, we require a street address in addition to a P.O. box.

Director/Producer/Company Manager/General Manager in charge of the production(s) with whom U/RTA should be in contact concerning all decisions pertinent to this agreement:

Name (typed) Rey O'Day Title Producing, Artistic Director

Office Telephone w/ Area Code 951-222-8085 Home \_\_\_\_\_

FAX Telephone w/ Area Code 951-222-8940 attn: Rey O'Day

E-Mail rey.o'day@rcc.edu

Reason for using the U/RTA-CONTRACT MANAGEMENT PROGRAM: Because we wish to utilize a choreographer for the production of "Man of La Mancha" that is a member of Contract Managers Program as leased employees.

Name of Theatre facility where production is to be performed Landis Performing Arts Center

If you have had preliminary contact with the SSDC, please list the name(s) and telephone number(s) of the representative(s) you have dealt with: Johana Castro

U/RTA will prepare payroll checks several days before the actual payday and send them c/o Ms. Greta Cohen to be given to the Director/Choreographer(s) according to the terms of the union agreement. If the paychecks should be sent to an address other than the one written above, please indicate \_\_\_\_\_

Upon signing and returning one (1) copy of the LETTER OF AGREEMENT and all attachments, the payment of the TOTAL ESTIMATED COST figure (payable to U/RTA) described within said agreement will be made to U/RTA as follows:

Amount Due \$4,058.00 at U/RTA by (Date) December 22, 2006

*All payments must be sent by registered mail to insure receipt. Please make sure payments are mailed in advance of the due date to allow for delivery time.*

PLEASE NOTE THAT PAYMENT IS DUE AT LEAST TWO WEEKS PRIOR TO THE FIRST SCHEDULED PAYMENT TO THE DIRECTOR.

In the event that you are unable to meet the above payment terms, please call the Director of Contract Services at (212) 221-1130 to arrange a payment schedule.

EFFECTIVE: Contracts beginning on or after 05/01/2006

ATTACHMENT "B"  
 SCHEDULE OF SERVICE FEES

B.1 ORGANIZATION: includes establishment of records and files, contracting, union negotiations and clearance, bonding, letters of agreement, pertinent correspondence, long distance phone calls, etc. \$75.00 per Director and/or Choreographer per production.

B.2 MAINTENANCE: includes three fee payments as required by Director and/or SSDC Agreement; pension and health payments and reporting workers' compensation coverage; postage, etc\* \$125.00 per Choreographer per production.  
 \*Federal Express fees will be charged on a per use basis, and invoiced at close out of contract.

B.3 U/RTA OVERHEAD: 3% of PRESENTER'S COST (From Attachment "C")

#####

ESTIMATED SERVICE FEE FIGURES:

B.1. ORGANIZATION: 1 Director/Choreographer(s) X \$75.00 \$75.00

B.2. MAINTENANCE: 1 Director/Choreographer(s) X \$125.00 \$125.00

B.3. U/RTA OVERHEAD: \$ 3,745.40 X 3% \$112.36  
 (Presenter's Cost from "C")

ESTIMATED TOTAL: \$312.36



4800 Magnolia Avenue  
Riverside, California  
92506-1299  
  
Tel. (951) 222-8399  
Box Office (951) 222-8100  
Fax (951) 222-8940  
www.PerformanceRiverside.org

This Letter will provide that Riverside Community College District dba Performance Riverside will accept the responsibility for reading, understanding and enforcing all of the terms of the SSDC contract, including Extensions, Billing, Property Rights, Right of First Refusal, Electronic Rights and Arbitration among any others as specified on the SSDC contract.

It is also agreed that all funds necessary to cover the costs indicated in the Letter of Agreement for the production of *Man of La Mancha* for the period April 28, 2007 through June 17, 2007 will be paid in full to the University/Resident Theatre Association, Inc. by Riverside Community College District dba Performance Riverside, pursuant to the letter of agreement and its attachments.

It is further agreed that Riverside Community College District will accept the responsibility for payment of any and all retroactive costs such as the result of late negotiations and settlements of pertinent contracts, increase in union employee benefits and payments of claims made by any and all SSDC members on loan to Riverside Community College District as set forth in the pertinent SSDC contract and, if required, the standard SSDC Security Agreement.

Sincerely,

\_\_\_\_\_  
(Signature)

Jim Buysse  
\_\_\_\_\_  
(Print or Type)

Vice Chancellor, Administrative and Finance  
(Title)  
on behalf of Riverside Community College District  
(Presenter)

\_\_\_\_\_  
(Date)



Workers' Compensation	
New York & elsewhere	2.3% (actors); 3.2% (stage managers, designers, directors)
Florida	4.27% (actors), 5.43% (stage managers, designers, directors)
Pennsylvania	2.67%
Virginia	2.0%
California	17.2%

See Attachment "B" of the Letter of Agreement for U/RTA Service Fees.

If you would like to receive information other U/RTA contracts  
or a different union agreement, please call (212) 221-1130.



**ssdc** *society of stage directors and choreographers*  
 1501 BROADWAY, SUITE 1701 NEW YORK, NY 10036-5653 TEL 212 391 1070 Fax 212 302 6195

This agreement must be signed by all parties in quintuplicate. *Send all five copies to SSSC for approval, **along with** checks for Pension and Health.*  
 The following constitutes our Agreement:

1. This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ Pursuant to all the terms and conditions herein set forth, the University/Resident Theatre Association (U/RTA), on behalf of \_\_\_\_\_ (Institution) agrees to engage the services of (Artist) \_\_\_\_\_ as director, choreographer, director/choreographer (circle one) and the artist agrees to accept such engagement with respect to the production of \_\_\_\_\_ (the Play). The services of the Artist shall be rendered during pre-production and rehearsals of the Play from \_\_\_\_\_ through \_\_\_\_\_. The Play shall be performed through \_\_\_\_\_ U/RTA and the Institution recognize SSSC as the representative of the Artist.

2. U/RTA agrees to compensate Artist as follows:  
 COMPENSATION: \$ \_\_\_\_\_ Schedule: 1/3 upon signing this contract.  
 1/3 upon first day of rehearsal.  
 1/3 upon first day of the last week of rehearsal.

3. PENSION AND HEALTH: U/RTA shall make Pension and Health contributions to the Society-League Pension Fund and the Society-League Health Fund as specified below. Such payments to be remitted to SSSC with executed copies of this Agreement.

COMPENSATION RANGE	PENSION (Percentage of compensation)	HEALTH
0- \$1,249	8%	
1,250 -2,999	8%	\$300
3,000- 7,999	8%	600
8,000 and over	8%	700

A Waiver of Pension and Health benefits apply should the Artist be a full time employee of the Institution and is fully covered by the institution's pension and health plan. Evidence to this effect must be submitted to SSSC by the Artist and the Institution.

4. A. BILLING: The Artist shall receive billing in all programs and houseboards. Such credit shall appear on a separate line and in an agreed size, type and position on which no other credit shall appear. The Institution shall also include the Artist's biographical notes in the program.  
 B. Institution shall display the SSSC Emblem in a conspicuous place in the program along with the following credit: "The Director (or Choreographer or Director/Choreographer) is a member of the Society of Stage Directors and Choreographers, an independent national labor union.
5. PROPERTY RIGHTS: All rights in and to the direction/choreography conceived by the Artist in the course of the rendition of their services for the of the Play shall be, and will remain, the exclusive property of the Artist, and may be copyrighted by the Artist at his/her discretion. The Institution shall have the right to use the Artist's property in association with any revival of the specific production of the play for tour, festival presentation, and any other such activity. However:  
 a. If the Institution receives box office income from any such revival of the Play, the Artist shall be paid additional compensation in an amount no less than \$100 (One Hundred Dollars) per week or part thereof, and the relevant information, i.e. performance dates, proof of payment, etc. must be submitted to the SSSC.  
 b. If the Artist is asked by the institution to rehearse the Play subsequent to the closing date specified above, the Artist shall be paid on a pro-rated daily rate based on the original contractual fee for a minimum 3 (three) consecutive days, and the relevant information, i.e. rehearsal dates, proof of payment, etc. must be submitted to SSSC.
6. ELECTRONIC REPRODUCTION: Filming, video taping, or recording the production without further compensation to the Artist is only permissible for the purposes of education, demonstration, documentation, portfolio and archival projects, promotion, and similar non-remunerative activity.  
 Sales of any electronic reproduction of the Play must be approved in writing by the SSSC.
7. The Institution may license the Artists property only with the proper written consent of the SSSC.
8. ARBITRATION: Any dispute hereunder shall be resolved by arbitration between the Employer and the SSSC on behalf of the Artist in to City of Now York and pursuant to the applicable rules of the American Arbitration Association.
9. RIDERS: Additional Riders to be attached to each copy of this Agreement.

Accepted	U/RTA must sign contract first.
ARTIST	U/RTA
(Signature) _____	By (Signature) _____
(Please type name) _____	(Please type name) _____
Date _____	Date _____
Address _____	Address _____
Zip _____	Zip _____
Phone _____	Phone _____
Social Security No. _____	Employer Registration No. _____

Sample Copy ONLY - Not for use

U/RTA

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-i

Date: December 12, 2006

Subject: Amendment to Agreement with Lynda Krinke

Background: Attached for the Board's review and consideration is an amendment to the agreement between Riverside Community College District and Lynda Krinke for the additional costume laundry services for the Performance Riverside production of "Dreamgirls." The Board of Trustees approved the original agreement on October 17, 2006. The term of the agreement remains September 30, 2006 through November 19, 2006. The additional fee for these services is \$600.00 for a total cost of \$2,600.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the amendment to the agreement, from September 30, 2006 through November 19, 2006, for an additional cost of \$600.00, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Salvatore G. Rotella  
Chancellor

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

AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
LYNDA KRINKE

THIS IS AN AMENDMENT to the original AGREEMENT which was entered into on October 17, 2006, by and between Lynda Krinke, hereinafter referred to as "Contractor" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereby agree to the following amendment to the original contract:

1. The Contractor agrees to provide laundry services as part of the Costume Designer services for Performance Riverside's production of "Dreamgirls".
2. The additional payment for these services shall not exceed \$600.00 and will be payable by District after receipt of invoice.

All other terms and conditions of the original contract shall remain in full force and effect and are incorporated herein by reference.

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

Riverside Community College District

Lynda Krinke  
167 Saratoga Avenue  
Placentia, CA 92870

---

James L. Buysse  
Vice Chancellor, Administration and Finance

---

Contractor

---

Date

---

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-j

Date: December 12, 2006

Subject: Facility Agreement with Alta Vista Healthcare Center

Background: Presented for the Board's review and consideration is a renewal of a facility agreement between Riverside Community College District and Alta Vista Healthcare Center to provide clinical experience for nursing students. Clinical experience is required by both nursing accrediting bodies. The term of the facility agreement is effective as of February 2, 2007 with automatic annual renewals. Funding source: No cost to the District.

This agreement has been reviewed by Ed Godwin, Director, Administrative Services, Ruth Adams, Director, Contracts, Compliance and Legal Services, Sylvia Thomas, Associate Vice Chancellor of Instruction, and Virginia McKee Leone, Interim Vice President, Academic Affairs.

Recommended Action: It is recommended that the Board of Trustees approve the facility agreement, from February 2, 2007 with automatic annual renewals, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Sandra Baker  
District Dean, School of Nursing

COLLEGE/CLINICAL FACILITY AGREEMENT

THIS AGREEMENT shall become effective as of the 2 day of February, 2006, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, Riverside, California, hereinafter referred to as the "COLLEGE," and the Alta Vista Healthcare 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.

- (j) A policy of general liability insurance, or self-insurance, covering all of its operations with no less than \$1,000,000 coverage per occurrence and a policy of workers' compensation insurance in accordance with the laws of the State of California, in full force and effect at all times during the term of this agreement. A copy of the certificate evidencing said insurances, or self-insurance, shall be furnished to COLLEGE, upon request.

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 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

Riverside Community College District  
School of Nursing  
4800 Magnolia Avenue  
Riverside, California 92506-1299

CLINICAL FACILITY

Alta Vista Healthcare Center  
9020 Garfield Street Avenue  
Riverside, CA 92503-3903

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:

ALTA VISTA HEALTHCARE CENTER

---

By: \_\_\_\_\_

Name:

Title: Administrator

Date: \_\_\_\_\_

\_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-k

Date: December 12, 2006

Subject: Agreement with LeMoine and Associates

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and LeMoine and Associates to provide an educational seminar on "Creating Opportunities to Learn for Students: Transformation Perceptions, Pedagogy, and Practice" and workshop on "Language Variation: Why we speak the way we Do?" for faculty, students, and administrators on February 23, 2007. The fee for these services shall not exceed \$3,500.00. Funding source: Riverside, Basic Skills Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for February 23, 2007, for an amount not to exceed \$3,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Marilyn Martinez-Flores  
Associate Dean, College Program Support



AGREEMENT BETWEEN LEMOINE AND ASSOCIATES  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 13<sup>th</sup> of December, 2006 by and between, LeMoine and Associates, 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. Two(2) - 2 ½ hour seminar for faculty and administrators on "Creating Opportunities to Learn for Students: Transforming Perceptions, Pedagogy, and Practice" on February 23, 2007.
  - b. One(1) – 1 ½ hour workshop for faculty and students on "Language Variation: Why we speak the way we do?" on February 23, 2007.
2. The services outlined in Paragraph 1, section a, 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 a and 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 \$3,500.00, payable on or after February 23, 2007, upon receipt of an invoice for services.
5. It is mutually agreed and understood that, during the term of this Agreement, Consultant shall indemnify and hold the RCCD and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the negligent acts or omissions or willful misconduct of the Consultant, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.
7. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.

8. It is understood and agreed that Contractor is an independent contractor and that no employer-employee relationship exists between Contractor and RCCD.

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

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

Noma LeMoine, Ph. D.

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-1

Date: December 12, 2006

Subject: Agreement with College of the Desert

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and College of the Desert's Center for Training and Development to provide a dialogue workshop, which includes six hours of instruction and facilitation and materials. The workshop will be presented on February 8, 2007 at the Norco Campus. The term of the agreement is November 27, 2006 through February 10, 2007. Total cost is not to exceed \$2,385.00. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for November 27, 2006 through February 10, 2007, at a cost not to exceed \$2,385.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Gaither Loewenstein  
Vice President, Educational Services



November 16, 2006  
Letter of Agreement Between

**CENTER FOR TRAINING & DEVELOPMENT**  
(At College of the Desert)  
and  
**Riverside Community College -- Norco**

This agreement is entered into by and between **CENTER FOR TRAINING & DEVELOPMENT** at **COLLEGE OF THE DESERT**, DESERT COMMUNITY COLLEGE DISTRICT, Riverside County, California, hereinafter referred to as the "DISTRICT" and **RIVERSIDE COMMUNITY COLLEGE - NORCO** hereinafter referred to as the "Client" to provide services as described in this agreement.

**Client Contact:** **Riverside Community College -- Norco**  
**Attn: Gaither Loewenstein**  
**Vice President, Educational Services**  
**2100 Third Street**  
**Norco, CA 92860-2600**  
**Phone: 951 373 7199**

**Project Title:** **Dialogue Workshop**

**TERM:** **November 27, 2006 – February 10, 2007**  
*Dates and times to be determined*

**FEE:** **\$2,385.00 (Flat Fee)**

**DISTRICT AGREES TO PROVIDE:**

- Six (6) hours of instruction and facilitation of Dialogue Workshop
- Qualified Workshop Leader
- Books and materials
- Curriculum

**CLIENT AGREES TO PROVIDE:**

- Location
- Participants (not to exceed 30 participants)
- Fee upon completion of services

**TERMS OF AGREEMENT:**

- Location dates & times to be determined by Client and confirmed with District one week prior to services rendered
- Fee to be paid within 30 days of receipt of invoice

November 16, 2006  
Riverside Community College -- Norco - Letter of Agreement  
November 27, 2006 – February 10, 2007

**HOLD HARMLESS CLAUSE**

Center for Training & Development (CTD) at College of the Desert and **Riverside Community College – Norco** agree to defend, indemnify and hold harmless the other party, its board officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and cause of action of whatever kind arising in any manner whatsoever out of or in connection with this Agreement for the acts or omissions of its officers, agents and employees.

**GENERAL CONTRACT TERMS AND CONDITIONS**

1. Training will be conducted at a place to be determined by **Riverside Community College – Norco**.
2. It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of the College of the Desert/Desert Community College District, or any of the officers or employees thereof by virtue of this agreement.
3. Client cannot directly hire College of the Desert instructors contracted for this assignment for two years from instructor start date. All additional training contracts for College of the Desert instructors contracted for this assignment must be contracted through the Center for Training & Development.
4. Client can request a new instructor if the instructor does not meet standards and specifications.
5. Center for Training & Development or the Client can discontinue the training agreement with a 30-day notification. Any services or payment required within the 30 day cancellation period will be completed.
6. a) The copyright to all materials produced as a result of this agreement shall belong to the District.  
b) The Client may reproduce the materials but cannot sell the materials.

**CONFIDENTIALITY**

College of the Desert and its instructors understand that in the performance of this contract, all information which may be considered proprietary or confidential will not be discussed with a third party. Any press release on the program that does not include proprietary information must be approved by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

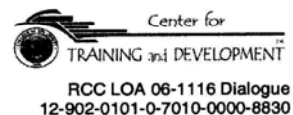
**DEPARTMENT/DISTRICT: Center for Training and Development/College of the Desert**

\_\_\_\_\_  
Leslie Larrabee  
Interim Director, Workplace Learning Resource Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pam LiCalsi, Dean  
Training & Development

\_\_\_\_\_  
Date



November 16, 2006  
Riverside Community College -- Norco - Letter of Agreement  
November 27, 2006 – February 10, 2007

\_\_\_\_\_  
Dr. Gari Browning  
Vice President Instruction

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent  
Administrative Services – College of the Desert  
Fed. ID #33-0535430

\_\_\_\_\_  
Date

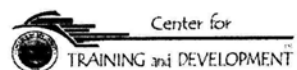
**CLIENT: Riverside Community College – Norco**

\_\_\_\_\_  
Authorized agent  
Federal Tax ID # \_\_\_\_\_

\_\_\_\_\_  
Date

**CLIENT CONTACT:**  
Riverside Community College -- Norco  
Attn: Gaither Loewenstein  
Vice President, Educational Services  
2100 Third Street  
Norco, CA 92860-2600  
Phone: 951-373-7199  
[Gaither.loewenstein@rcc.edu](mailto:Gaither.loewenstein@rcc.edu)

**DISTRICT CONTACT:**  
Leslie Larrabee  
Interim Director, Workplace Learning Resource Center  
Center for Training and Development  
College of the Desert  
43500 Monterey Avenue  
Palm Desert, CA 92260  
Phone: 760-773-2530  
Fax: 760-773-2505  
[llarrabee@collegeofthedesert.edu](mailto:llarrabee@collegeofthedesert.edu)



RCC LOA 06-1116 Dialogue  
12-902-0101-0-7010-0000-8830

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-m

Date: December 12, 2006

Subject: Agreement with Press Enterprise

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Press Enterprise. The District shall provide a computer skills course training for up to 40 Press Enterprise participants. The term of the agreement is from November 28, 2006 through February 28, 2007. The District will be paid \$24,200.00, for up to 88 hours of training, at an amount not to exceed \$30,000.00. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ruth Adams, Director, Contracts, Compliance & Legal Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, for the term of November 28, 2006 through February 28, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES AGREEMENT

In accordance with the terms and provisions of the Employment Training Panel Agreement between Riverside Community College District and the State of California, in August of 2005, this Educational Services Agreement is entered into on the 28th day of November, 2006, between Riverside Community College District, hereinafter referred to as "District", and The Press Enterprise, hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
2. The Contractor agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
3. The District will conduct the Course.
4. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
5. Students/trainees will not receive unit(s) of credit.
6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
7. The term of this Agreement shall be from November 28, 2006 through February 28, 2007.
8. The Contractor agrees not to enter into agreements with the contract trainer/s that are in direct competition with the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not



relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents, resulting from the performance of this agreement.

The Contractor shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents, resulting from the performance of this agreement.

11. Both parties will maintain in full force and effect at all times during this agreement a policy of general liability insurance, or self-insurance, covering all of its operations, with no less than \$1,000,000 coverage per occurrence. The parties will also maintain workers' compensation insurance in accordance with the laws of the State of California. Evidence of said insurance policies shall be furnished upon request of either party.

12. The parties agree that they will comply with all state and federal non-discrimination and equal opportunity regulations for all persons with regard to race, color, religion, national origin, ancestry, sex, physical/mental disability, medical condition, marital status, age, or sexual orientation.

13. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

James Buysse, Vice Chancellor, Administration & Finance  
Title

\_\_\_\_\_  
Title

Riverside Community College District  
Customized Solutions for Business & Industry

SCHEDULE A  
SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Employment Training Panel Agreement (#ET06-0122) between the Riverside Community College District, hereinafter referred to as "District," and the State of California, and the Educational Services Agreement, dated the 28th day of November, 2006, between the Riverside Community College District and The Press Enterprise, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of program: Computer Skills Course: MS Word, Power Point, Excel

Class Size: 2 classes with 20 participants each.  
Up to 11, 4 hour sessions for a total of 88 class hours (4 X 11 X 2 = 88)

Training Schedule: November 28, 2006 – February 20, 2007

- Fee:
- Cost of Training: \$24,200
  - Cost of Textbooks 40 texts at \$75 each = \$3,000.00
  - Supplemental texts or dictionaries not created by Riverside Community College District will be purchased by The Press Enterprise.
  - Costs incurred by Contractor contingent upon the number of students completing training and 90-day retention.
  - If wage requirements are not met following the 90-day retention period, costs will be incurred by Contractor at a rate of \$572 per student.
  - If a student does not attend at least 24 hours of training, costs will be incurred by Contractor at a rate of \$572 per student.
  - Contractor will be charged at the rate of \$13.00 per training hour for the hours more than 24 but less than 40 not completed by each student enrolled.
  - Make-up classes will be invoiced for the instructor's hourly rate of \$100.00.
  - Not to exceed \$30,000.00

- Terms:
- Minimum Contractor contribution to be paid prior to the first day of training.
  - Cost of Textbooks to be paid prior to the first day of training
  - Invoicing for any additional payment due the District will occur at the end of the scheduled training.

\_\_\_\_\_  
Contractor initials  
Bill to:  
April Palumbo, Human Resources  
The Press Enterprise  
Riverside, CA 92501  
Attn: April Palumbo

\_\_\_\_\_  
Date

\_\_\_\_\_  
District initials  
Send payment to:  
Accounts Receivable  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

\_\_\_\_\_  
Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-n

Date: December 12, 2006

Subject: Agreement with City of Moreno Valley

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and the City of Moreno Valley. The District shall provide a Leadership Academy Program for City of Moreno Valley. The term of the agreement is from January 2, 2007 through December 31, 2007. The District will be paid \$250.00 per hour for an amount not to exceed \$30,000.00 for this service. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ruth Adams, Director, Contracts, Compliance and Legal Services. The activities outlined in the agreement are considered low risk in nature.

Recommended Action: It is recommended that the Board of Trustees approve the agreement for the term of January 2, 2007 through December 31, 2007, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES AGREEMENT

This agreement is entered into this 2nd day of January, 2007, between Riverside Community College District, hereinafter referred to as "District," and the City of Moreno Valley hereinafter referred to as "Contractor".

1. The District shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
2. The Contractor agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
3. The District will conduct the Course.
4. The District will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
5. Students/trainees will not receive unit(s) of credit.
6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
7. The term of this Agreement shall be from January 2, 2007 through December 31, 2007.
8. The Contractor agrees not to enter into agreements with the contract trainer/s that are in direct competition with the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.

10. The District shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents, resulting from the performance of this agreement.  
The Contractor shall hold harmless, indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents, resulting from the performance of this agreement.
11. Both parties will maintain in full force and effect at all times during this agreement a policy of general liability insurance, or self-insurance, covering all of its operations, with no less than \$1,000,000 coverage per occurrence. The parties will also maintain workers' compensation insurance in accordance with the laws of the State of California. Evidence of said insurance policies shall be furnished upon request of either party.
12. The parties agree that they will comply with all state and federal non-discrimination and equal opportunity regulations for all persons with regard to race, color, religion, national origin, ancestry, sex, physical/mental disability, medical condition, marital status, age, or sexual orientation.
13. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

James Buysse, Vice Chancellor, Administration & Finance  
Title

\_\_\_\_\_  
Title

Riverside Community College District  
Customized Solutions for Business & Industry

SCHEDULE A  
SERVICES & COMPENSATION

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Educational Services Agreement, dated the 1st day of January, 2007, between the Riverside Community College District and the City of Moreno Valley, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of program: City of Moreno Valley Leadership Academy

Effective Leadership  
Problem Solving & Conflict Resolution  
Communicating for Results  
Optimizing Teamwork  
Managing Projects, Priorities & Deadlines  
Take Charge of Your Day  
Writing Roadmap  
Grammar Camp  
Motivating for Peak Performance  
Small Group Skills for Peak Performance  
Report Writing  
Interviewing Skills  
Stress Management  
Dealing with Difficult People  
Power from the Podium  
Courses as determined by the City of Moreno Valley

Fee: \$250 per training hour not to exceed \$30,000  
Sessions to be determined

Books Customized Texts at no charge, "Off-the-shelf" text billed at retail price.

Assessments: \$ 75.00 per person as needed

50% payable upon contract signing  
50% payable upon completion of assessment

Please provide us with your Employer Identification Number (EIN)  
or federal identification number: \_\_\_\_\_

\_\_\_\_\_  
District initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor initials

\_\_\_\_\_  
Date

Bill to:  
Mark Cvikota, Human Resources  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

Send payment to:  
Auxiliary Business Services  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-o

Date: December 12, 2006

Subject: Agreement with City of Corona

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and City of Corona. The District shall provide training and team facilitation for Corona Redevelopment Department. The term of the agreement is from October 1, 2006 through June 30, 2007. The District will receive a \$18,150.00 flat rate for the course for an amount not to exceed \$20,000.00 for this service. Funding source: No cost to the District.

This agreement has been reviewed by Sylvia Thomas, Associate Vice Chancellor of Instruction, and Ruth Adams, Director, Contracts, Compliance and Legal Services. The activities outlined in the agreement are considered low risk in nature.

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

Salvatore G. Rotella  
Chancellor

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

CITY OF CORONA  
EDUCATIONAL SERVICES AGREEMENT

1. Parties and Date.

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

2. Recitals.

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

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

3. Terms.

3.1 General Scope of Services.

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

3.2 Term.

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

3.3 Representatives.

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



3.4 Schedule of Services.

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

3.5 Delay in Performance of Services.

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

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

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

3.6 Control and Payment of Subordinates.

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

3.7 Standard of Care; Licenses.

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

3.8 Substitution of Key Personnel.

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

3.9 Conformance to Applicable Requirements.

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

3.10 Preliminary Review of Work.

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

3.11 Extra Work.

At any time during the term of this Agreement, City may request that District perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but

which the parties did not reasonably anticipate would be necessary when this Agreement was made. District shall not perform Extra Work until receiving written authorization from City's Representative.

3.12 Compensation and Payment.

3.12.1 Compensation.

Except as provided in Section 3.13.2, District shall receive compensation for all training rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing and compensation Rates attached hereto as Exhibit "B". Total compensation (excluding handouts) shall not exceed \$ 20,000 without written approval of City's Representative.

3.12.2 Payment of Compensation.

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

3.12.3 Reimbursement for Expenses.

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

3.13 Indemnification.

3.13.1 Responsibilities.

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

3.13.2 Effect of Acceptance; Performance Standard.

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

shall be liable to City, in accordance with applicable law, for all damages to City caused by District's negligent performance of any of the Services.

3.14 Insurance.

District shall maintain insurance coverage or maintain self-insured plans in types and amounts satisfactory to City.

3.14.1 Commercial General Liability Insurance.

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

3.14.1.1 Be primary with respect to any insurance or self insurance programs covering City, its officials, officers, employees, agents.

3.14.1.2 Contain standard separation of insureds' provisions.

3.14.2 Automobile Liability Insurance.

District shall be self-insured or maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence.

3.14.3 Workers' Compensation Insurance.

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

3.14.4 Certificates of Insurance.

District shall, prior to commencement of training services, furnish City with properly executed certificates of insurance and, if requested by City, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled or allowed to expire except on 30 days prior written notice to City. City shall have the sole discretion to determine whether the certificates and endorsements presented comply with provisions of this Agreement. District understands the importance of this section to City and agrees to comply with it in full.

3.14.5 Coverage Maintenance.

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

3.14.6 Licensed Insurer.

District shall maintain self-insurance plan in keeping with industry standards regarding self-insurance funding. Excess insurance shall be placed with an agency or pool recognized by and in good standing within the State of California Insurance Services Office.

3.15 Termination.

3.15.1 Notice.

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

3.15.2 Discontinuance of Services.

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

3.15.3 Effect of Termination for Convenience.

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

3.15.4 Effect of Termination for Cause.

If the termination is due to the failure of District to fulfill its obligations under this Agreement, District shall be compensated for the training which have been completed and accepted by City. Following discontinuance of training services, City may arrange for a meeting with District to determine what steps, if any, District

can take to adequately fulfill its obligations under this Agreement. In its sole discretion, City's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on District and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the Parties, this Agreement shall terminate thirty days following the date the Notice of Termination was mailed to the District.

3.15.5 Cumulative Remedies.

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

3.15.6 Procurement of Similar Services.

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

3.15.7 Waivers.

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

3.16 Entire Agreement.

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

3.17 Successors and Assigns.

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

3.18 Prohibited Interests.

3.18.1 Solicitation.

District maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for District, to solicit or secure this Agreement. Further, District warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee

working solely for District, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may rescind this Agreement without liability.

3.18.2 Conflict of Interest.

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

3.18.3 Conflict of Employment.

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

3.19 Accounting Records.

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

3.20 Equal Opportunity Employment.

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

3.21 Attorney's Fees.

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

3.22 Governing Law.

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

3.23 Time of Essence.

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

3.24 Right to Employ Other Administrators.

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

3.25 Delivery of Notices.

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

City:

District:

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

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

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



CITY OF CORONA  
BETH GROVES

By: \_\_\_\_\_

City Manager, City of Corona

ATTEST:

\_\_\_\_\_  
City Clerk  
City of Corona

Riverside Community College District

By: \_\_\_\_\_

Dr. James Buysse  
Vice Chancellor, Admin. & Finance

EXHIBIT "A"  
SCOPE OF SERVICES

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

EXHIBIT "B"  
SCHEDULE OF SERVICES

The number of sessions to be determined with the RCC/City of Corona Redevelopment and Economic Department Team Excellence Program, October 2006 through June 2007, up to 70 hours of training and team facilitation by DENNIS BOYLIN, TRAINER.

Cohesive teams: Team Assessment

Leadership skills: 360 Degree Assessment

Assessments:	Work-Style assessments (DISC): Fifteen @ \$50 each	750
	360 degree: Eight @ \$300 each	2,400

On-site labor (up to 70 hours)	<u>15,000</u>
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Total	\$18,150
-------	----------

Total	Not to exceed \$20,000
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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-p

Date: December 12, 2006

Subject: Agreements with Ivascu Consulting, LLC

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Ivascu Consulting, LLC to provide a renewal of technology systems maintenance services as well as web application maintenance and Java software development services. The Office of Institutional Effectiveness is responsible for the maintenance, security and management of technology systems for the District's academic program, department and faculty websites, 4Faculty.org Project, and online FLEX tracking systems. Ivascu Consulting has been selected to provide twenty-four hour systems monitoring, preventive maintenance, security audits, and "network health" management. The monthly cost for the maintenance and updating of these systems is \$1,494.00 per month, for a total cost not exceed \$9,698.00. Ivascu Consulting has also been selected to provide application updates and enhancements, Java software programming and maintenance services. The total cost for these consulting services will not exceed \$9,000.00. The terms of these agreements are for December 19, 2006 through June 30, 2007, and December 13, 2006 through June 30, 2007, respectively. Funding source: General Fund and 4Faculty.org.

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

Recommended Action: It is recommended that the Board of Trustees approve these agreements, for December 19, 2006 through June 30, 2007 and December 13, 2006 through June 30, 2007, respectively, for amounts not to exceed \$9,698.00 and \$9,000.00, respectively, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Kristina Kauffman  
Associate Vice Chancellor of Institutional Effectiveness



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## ICpro Service Agreement

### 1. PARTIES

Ivascu Consulting, LLC, LLC for good and valid consideration agrees with Riverside Community College District, (hereinafter called "Customer") to furnish certain computer-related services as provided in this Agreement.

### 2. INTRODUCTION

WHEREAS, Ivascu Consulting, LLC is in the business of managing computer and software systems;

WHEREAS, Customer desires that Ivascu Consulting, LLC manage and support, for the particular use of the Customer, certain hardware and software programs to be used by the Customer and supplied to Customer from sources other than Ivascu Consulting, LLC

NOW, THEREFORE, in view of the covenants herein contained and the agreements hereunder taken, the parties hereto agree to as follows:

### 3. DEFINITIONS

- a. The term "Technology System" as used in this Agreement refers to the hardware and supported software owned by Customer specified in Exhibit A of this Agreement or any addendum hereto which is used to operate the business.
- b. The term "Supported Software" as used in this Agreement refers to software owned by Customer specified in Exhibit A of this Agreement or any addendum hereto.
- c. The term "computing device" refers to any computer system that connects to the Technology System on a regular basis and performs a duty.
- d. The term "supported employee/system" refers to a computing device that is used on a regular basis by one or more employees.
- e. The term "Service Agreement" is defined as Total Information Technology Solution. Total, in this instance, is defined as managing from a remote location with on-site scheduled support and emergency support available on demand based on a flat monthly rate.
- f. The term "rate factor" is defined as a multiplier in US dollars used in Exhibit D to

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- calculate the flat rate of the monthly payment for Service Agreement services.
- g. Telephony System is defined as the customer's telephone switch (PBX), telephone sets, and other telephony devices which allow for analog and digital voice communication.
  - h. ERP is defined as Enterprise Resource Planning. An ERP solution is a technology tool which can maintain inventory, track assets, manage human resource functions etc. It is basically a high end accounting system with modular functionality that can be added depending on the type of business it is serving.
  - i. CRM is defined as Customer Relationship Management. A CRM solution is a technology tool which helps organizations manage their customers and provide better service and response time.
  - j. CBT is defined as Computer Based Training. – This allows Customer's personnel to be trained at their own pace through programs installed on the Customer's computers on location.
  - k. VPN is defined as Virtual Private Network – This allows a user to connect to the main Technology System via a remote PC and temporarily join this Technology System as a member thus giving this remote PC access to services in the Technology System.
  - l. The term "3<sup>rd</sup> Party Support Providers" is defined as companies or entities that customer is currently in Agreement with or will Agreement with to provide other various support such as ERP, CRM, Telephony Systems, and/or ISP/Telephony Connection support. The list of customers support choices shall be listed in Exhibit B.
  - m. The term "other monthly support items" is defined as items that are normally supported by other third party vendors such as ERP, CRM, and Telephony systems. If customer desires, Ivascu Consulting, LLC will additionally support these items in the same manner that it supports the Technology System. Fees are determined on a case by case basis.
  - n. The term "Uptime" is defined as the amount of time the Technology System is functioning properly.
  - o. The term "Field Medic Level Training" is defined as basic training on standard office software in order to get the employee to a relatively proficient state of productivity.
  - p. Liaison – contact person between Ivascu Consulting, LLC and Customer. Responsibilities include:

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- Responsible for changing back-up tapes, etc.
- Trained by Ivascu Consulting, LLC to discern basic user or computer problems or to call Ivascu Consulting, LLC for technical support.
- Other miscellaneous functions related to helping the Customer improve its' efficiency concerning computer systems. (Should not be over a couple of hours/month)

#### 4. PAYMENT

- a. Set Monthly Fee. Payments shall be made based on a set monthly fee as described in Exhibit D. Invoices shall be processed and mailed before the 15th of each month by Ivascu Consulting, LLC. Payment for services rendered shall be paid and delivered upon receiving said invoices by Customer.
- b. Optional services along with related fees are described in Exhibit C. These services may be purchased at the reduced rates shown in Exhibit C and will be billed upon service completion.
- c. Hard Goods. Hard goods may be purchased by Customer from Ivascu Consulting, LLC or directly by customer. Payment on all hard goods is due before the goods are ordered if purchased by Ivascu Consulting, LLC.
- d. Mileage. There is NO CHARGE for mileage to and from Ivascu Consulting, LLC and Customer. This is built into the set monthly fee.
- e. Travel Time. There is NO CHARGE for travel time to customer's datacenter in Los Angeles from Ivascu Consulting, LLC's headquarters.
- f. Interest. All payments are due within 30 (Ivascu Consulting, LLC) days of the date of invoice. Any payment not made in a timely manner shall bear interest at the rate of one and one-half (1.5%) percent per month or fraction thereof, from the date of delinquency until the date of payment.

#### 5. TECHNOLOGY SYSTEM MANAGEMENT

Ivascu Consulting, LLC agrees to provide at least an engineer to manage the Technology System. This engineer will manage this system in such a way that he will be proactively visiting Customer on a regular basis. In addition, customer will have regularly scheduled technology planning meetings with the IT Specialist.

#### 6. RESPONSE TIMES AND SERVICE LEVEL AGREEMENT

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Ivascu Consulting, LLC wishes to keep Customer's Technology System in peak performance. Therefore Ivascu Consulting, LLC will guarantee that at least 90% of the time it will be able to respond to customer problem tickets in the following manner:

- a. Low Priority Ticket: Respond within 4 business hours; Resolve within 3 business days
- b. Medium Priority Ticket: Respond within 3 business hours; Resolve within 24 business hours
- c. High Priority Ticket: Respond within 90 business minutes; Resolve the problem within 4 hours

Note: These resolution times assume that replacement equipment is either on hand at customer's site or can be ordered and received such that labor can be performed to meet the SLA.

#### 7. CUSTOMER COOPERATION

Customer shall provide reasonable access to its premises and hardware installations to enable Ivascu Consulting, LLC the opportunity to maintain the Technology System. Customer also agrees to assign one employee to be Liaison or contact person to Ivascu Consulting, LLC in order to make communications between both parties effective.

The assigned Liaison will be Mark Knight phone 951-222-8360, and email mark.knight@rcc.edu

#### 8. CONFIDENTIALITY

- a. Ivascu Consulting, LLC agrees to keep in confidence and not disclose to others the internal structure of Customer or its' marketing strategies.
- b. Customer agrees to limit access to the Technology System to those employees or consultants who require such access in order to use the Technology System in furtherance of the Customer's business.
- c. Customer shall take all reasonable precautions to maintain the confidentiality of the Technology System, but not less than that employed to protect its' own proprietary information.

#### 9. SERVICES PROVIDED

Ivascu Consulting, LLC prides itself on being able to offer the absolute highest standards of service available in the industry. Following is a list of services provided - all included in

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- the monthly, per desktop, per server flat-rate fee:
- a) IT Specialist
    - a. You as the Customer may e-mail our IT Specialist to ask their advice regarding your “Technology System”. Periodic on-site meeting with the IT Specialist are included in the Service Agreement Plan.
    - b. At your request, our IT SPECIALIST can physically meet with, or have a teleconference-meeting with your management or outside vendors to determine the best way to handle technical decisions (i.e. Corporate Usage Policy, Employee Training, Accounting Systems, CRM Applications, Bar-coding systems, Telephone Service Providers, Telephone Systems, etc)
  - b) Needs Assessment and Inventory Services
    - a. The first order of business is to make a thorough inventory of all computer and computer-related equipment and all software owned by Customer, whether it is currently being used or not.
    - b. After that, Ivascu Consulting, LLC will get a good understanding of exactly what Customer does and who within Customer is responsible for each function. Ivascu Consulting, LLC is adept at learning internal business processes and determining what needs to be done to improve efficiency and reduce costs.
    - c. Finally, Ivascu Consulting, LLC will assess what Customer has, intends to procure, and what they are trying to accomplish. From this assessment Ivascu Consulting, LLC will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit Customer overall.
  - c) Research and Screening Services
    - a. Ivascu Consulting, LLC is constantly researching new and better ways for businesses to do business. Ivascu Consulting, LLC will share its research with Customer so that Customer may make informed decisions to improve its success.
    - b. In addition to Ivascu Consulting, LLC’s continual research, Customer may request that Ivascu Consulting, LLC research a particular facet of a technology solution such as a new device, or software application. Ivascu Consulting, LLC will research this new technology and report by to Customer with its findings.
    - c. Generally after making such findings, Customer will wish to interact with providers and resellers of such technology. Ivascu Consulting, LLC will help Customer by being available to perform screening of such providers and resellers. If the provider/reseller proves the importance of a meeting with Customer then Ivascu Consulting, LLC can arrange such a meeting and attend as well. After the meeting Ivascu Consulting, LLC is

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- available to debrief with Customer and to give its opinion of the technology and service to be provided. From here Customer can make more informed decisions.
- d) Design and Planning Services
    - a. If Customer does not have a Technology System or is planning a major upgrade to the existing Technology System, Ivascu Consulting, LLC will plan and design the Technology System or changes to it for Customer. This Technology System may include LANs, WANs, VPNs, and even off site resources in addition to standard hardware and software on site. Advance planning is a major key to being able to end up with a Technology System that is most effective and most efficient. There are several options that may be available, depending on the types of equipment, location(s), and Internet connections.
    - b. If Customer already has an existing Technology System, Ivascu Consulting, LLC will determine the best use of the Technology System and make recommendations. Recommendations will pertain to creating the best layout of the Technology System and to incorporate the most efficient use of resources.
    - c. Planning also includes Server Room layout if available, directory service design, backup procedures, disaster recovery measures, security measures, anti virus measures and passwords to different levels of information, Internet and Intranet concerns, and remote access and VPN capabilities.
    - d. Ivascu Consulting, LLC will help Customer through management meetings and the like, plan major upgrades to the Technology System including ERP, CRM solutions billed at Ivascu Consulting, LLC's discounted hourly rate (see Exhibit C).
  - e) Installation and Upgrade Services
    - a. If there is an installation or major upgrade to the Technology System and the design and layout has been planned and approved by Customer, Ivascu Consulting, LLC will at the Customer's convenience perform the installations and upgrades at the discounted rate (see Exhibit C). In most cases, Ivascu Consulting, LLC will try to schedule this work during normal business hours however, after-business-hours and weekends are also available at NO EXTRA CHARGE to Customer.
    - b. In some cases it may be better judgment by Customer to have a third party install or upgrade a piece of the Technology System. However, Ivascu Consulting, LLC will be available to oversee and literally watch the third party install or upgrade its piece. After which time Ivascu Consulting, LLC will generate a report to the Customer on behalf of the Customer to explain the success and/or failure of the operation. Ivascu Consulting, LLC can help the third party from making mistakes and damaging the Technology

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- System and thus encourages this practice heavily.
- f) Remote Help Desk Services
    - a. Ivascu Consulting, LLC provides system engineers who have visited the Customer's site(s) and know their Technology System well. These engineers are available by telephone, facsimile, and electronic messaging during normal business hours to answer questions from Customer's employee base.
    - b. In addition to traditional support, Ivascu Consulting, LLC will setup the ability to connect to the employee's Windows™ based system and remotely help/train the employee with their current task.
  - g) On-site Support Services
    - a. Ivascu Consulting, LLC will assume the responsibilities of making the Technology System as efficient as fiscally possible by the Customer. Ivascu Consulting, LLC strives to achieve the highest percent of Uptime possible by providing twenty-four hour a day seven days a week monitoring of your Technology System. Customer receives a mobile number as well as a technical support electronic address to use to send requests for support to Ivascu Consulting, LLC. Ivascu Consulting, LLC will respond as fast as possible to support Customer.
    - b. If unplanned, on-site service is required, the Customer will incur a minimum of one hour charge which will be charged towards your allotted monthly hours, at Ivascu Consulting, LLC's discounted hourly rate detailed in Exhibit C.
    - c. An Ivascu Consulting, LLC engineer will visit Customer's main site on a scheduled basis. The engineer will be engaged in planning sessions, and will perform routine maintenance.
    - d. Disaster Recovery measures will also be performed by the engineer. The engineer will train the computer liaison to rotate backup media everyday so that critical data will get backed up.
  - h) Technology System Monitoring Services
    - a. Ivascu Consulting, LLC will monitor the Technology System for such problems as virus infection, internal and external security breaches, low system resources, system failures etc.
    - b. If the Technology System fails, is breached or is infected Ivascu Consulting, LLC will dispatch support elements to try to repair, clean, or shutdown the problem.
    - c. Ivascu Consulting, LLC monitors the usage of the Technology System's capabilities. If the capabilities are getting close to being used at full capacity, Ivascu Consulting, LLC will make recommendations to Customer.

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- i) Training Services
  - a. Ivascu Consulting, LLC will provide "Field Medic Level" training to Customer's employees on the industry standard software and hardware that Customer employs in its Technology System.
  - b. Ivascu Consulting, LLC will train the computer liaison for Customer how to perform their basic duties such changing and rotating backup media, changing printer toner etc.
  - c. Ivascu Consulting, LLC will train the employee staff of Customer to have a better understanding of Customer's Technology System acceptable usage policy.
  - d. Ivascu Consulting, LLC will train Customer's employee staff how to better cope with newer technologies that are being inserted into the Technology System such as Internet access, electronic messaging, etc.

#### 10. MAINTENANCE

Ivascu Consulting, LLC agrees to provide labor for maintenance services to attempt to correct any error reported by Customer and determined by Ivascu Consulting, LLC, in its' sole discretion, to be in the Technology System for the term of this Agreement. Such services shall be provided in the most expeditious manner possible and at no additional cost to the Customer.

#### 11. WARRANTIES AND DISCLAIMERS

Ivascu Consulting, LLC MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS' OWN REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT.

#### 12. LIMITATION OF LIABILITY AND REMEDIES

UNDER NO CIRCUMSTANCES SHALL Ivascu Consulting, LLC BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS RESULTING FROM BUSINESS DISRUPTION DUE TO FAULTY EQUIPMENT, EVEN IF Ivascu Consulting, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN

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LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF Ivascu Consulting, LLC FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF ANY SOFTWARE.

### 13. DEFAULTS AND TERMINATION

#### a. Capital Events of Default

i. Ivascu Consulting, LLC shall be in default under this Agreement if any of the following occur:

1. Ivascu Consulting, LLC becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects the affairs or property of Ivascu Consulting, LLC;
2. Ivascu Consulting, LLC is the subject of a petition or involuntary bankruptcy and such petition is not removed within ninety (90) days;
3. Ivascu Consulting, LLC fails to materially perform or comply with the terms and conditions of this Agreement.

ii. Customer shall be in default under this Agreement if any of the following occurs:

1. Customer fails to make payment of any undisputed invoice within thirty (30) calendar days after it is rendered;
2. Customer fails to materially perform or comply with the terms and conditions of the Agreement.

b. The term of this Agreement will be until June 30<sup>th</sup>, 2007.

c. Termination of Notice. The party not in default may terminate this Agreement by written notice to the other party if the other party has failed to cure a material default under this Agreement within thirty (30) days after receiving written notice specifically stating forth such default. Upon termination, the terminating party shall have all rights under the Uniform Commercial Code or otherwise, whether at law or in equity, that may be available to it. The election of one remedy shall not exclude the election of another.

### 14. GOVERNING LAW

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

15. ASSIGNMENTS

Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains.

16. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. FORCE MAJEURE

Ivascu Consulting, LLC shall not be in default under this Agreement because of any failure to perform in accordance with its' terms and conditions if such failure arises from causes beyond its' control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond control of Ivascu Consulting, LLC.

18. MODIFICATIONS

This Agreement can only be modified by a written Agreement duly signed by authorized representatives of Ivascu Consulting, LLC and Customer, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, Ivascu Consulting, LLC and Customer covenanted and agreed not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and Ivascu Consulting, LLC and Customer further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

19. NOTICES

Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party

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hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the address of such party stated below:

Ivascu Consulting, LLC  
Alex Ivascu  
495 E. Rincon Street, #203  
Corona, CA 92879

Customer  
Mark Knight  
4800 Magnolia Avenue  
Riverside, CA 92506

## 20. VENUES AND JURISDICTION

Customer hereby (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in the County and State of Riverside, California, (ii) waives any objection which it might have now or hereafter to venue of any such litigation, action or proceeding, (iii) irrevocably submits' to the jurisdiction of any court in such litigation, action or proceeding, and (iv) hereby waives any claim or defense to inconvenient form.

## 21. COUNTERPARTS

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same original.

## 22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to Ivascu Consulting, LLC by Customer pursuant to the terms of any previous or other existing agreements between Ivascu Consulting, LLC and Customer. Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its' terms and conditions.

## 23. COLLECTION

If it is necessary for Ivascu Consulting, LLC to employ attorneys for the collection of amounts payable hereunder, all costs and expenses incident to such collection, including without limitation, reasonable fees of such attorneys, shall be added to the amount payable hereunder and

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be collected as a part thereof.

24. CAPTIONS AND HEADINGS

The captions and headings are inserted in this Agreement for convenience only, and in no event be deemed to define, limit or describe the scope or intent of this Agreement, or of any provision hereof, nor in any way affect the interpretation of this Agreement.

25. EXECUTION

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 19<sup>th</sup> day of December, 2006.

CUSTOMER:

Ivascu Consulting, LLC

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

Signature:

Printed Name: \_\_\_\_\_  
\_\_\_\_\_

Printed Name:

Date: \_\_\_\_\_  
\_\_\_\_\_

Date:





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## EXHIBIT A

The “Technology System” as described in this Agreement consists of the following hardware count:

### Desktop Computers

Quantity	Location	Description
N/A	HQ	End-user workstations

### Servers

Quantity	Location	Description
8	HQ, Riverside, Ca	Linux/Unix Servers



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## EXHIBIT B

### Customer 3<sup>rd</sup> Party Support Providers

#### Telephony Systems Support Provider: (i.e.: PBX Switch reseller)

Company Name: N/A

Contact Name:

Contact Number:

#### Internet Service Provider Support Provider: (i.e. Sprint Internet T1)

Company Name: N/A

Contact Name:

Contact Number:



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## EXHIBIT C

### Optional Services Include:

Onsite presence, for any computer or network related issues which cannot be resolved remotely (i.e., new computer setup, cabling, etc.).

### OPTIONAL SERVICE RATES:

Normal Ivascu Consulting, LLC hourly labor performed beyond the normal duties of the Service Agreement Plan as stated above have a rate of over \$120/hr. Furthermore, there is a one hour minimum per visit.

As a Service Agreement partner, you will enjoy Ivascu Consulting, LLC's discount rate of \$75.00/hr during normal business hours (8:00 am – 5:00 pm PST) and \$120 for emergency after-hours or Saturday support. Onsite services performed on Sunday or Holidays are billed at \$150/hr.



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EXHIBIT D

SERVICE AGREEMENT Monthly fee calculation

Plan Name	Monthly Fee	Systems Managed	Total Fee p/mo
ICpro ServerCare <i>Basic + 4-hours onsite support p/month</i>	\$186.75	8	\$1,494
		<b>Total Monthly Fee:</b>	\$1,494

Total due upon signing: \$1,494

Customer agrees to pay the Monthly Total amount of this exhibit on a monthly basis. This exhibit can be amended on a month by month basis as the Customer grows or shrinks in size.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

## CONSULTING AGREEMENT

This agreement is made and entered into by and between Riverside Community College District, whose address is 4800 Magnolia Ave., Riverside, CA 92506, referred to as "RCCD", and Ivascu Consulting, LLC, whose business address is 495 E. Rincon St. #203, Corona, CA 92879, referred to as "Consultant."

WHEREAS, the services of the consultant are necessary to assist RCCD in the maintenance and development of web applications.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, RCCD and Consultant agree as follows:

### 1. SCOPE OF SERVICES.

a. The services to be performed by Consultant are described as follows:  
Web Application Maintenance and Java Software Development

b. Consultant agrees to perform the service with that standard of professional care, skill, and diligence normally performed in the performance of similar services.

2. TERMS OF AGREEMENT. The period of this Agreement shall be from December 13, 2006 through June 30, 2007, unless amended by mutual written agreement.

### 3. COMPENSATION AND PAYMENT.

a. For the satisfactory performance of the services described herein, RCCD shall pay Consultant at the rate of \$125.00 per hour, plus expenses, up to a maximum amount of \$9,000.00.

b. The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax, or as the result of any change in the Consultant's tax liabilities.

c. Payment of the amounts due the Consultant will be provided by RCCD within (15) days of receipt of an invoice. Consultant will submit a written description of work performed, including an itemized statement setting forth the time spent and services rendered, plus supporting documentation for reimbursable expenses, if any.

4. INDEPENDENT CONTRACTOR. Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant shall be deemed to be an agent or an employee of RCCD.

5. ASSIGNMENT PROHIBITED. Consultant shall neither assign its rights nor delegate its duties under this agreement without the prior written consent of RCCD. Any such purported assignment shall be void and have no effect.

6. TERMINATION. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of such action. In such event, RCCD shall be liable only for payment in accordance with the compensation provisions of this agreement for satisfactory work done and services performed prior to the effective date of the termination.

7. DELAYS. Consultant shall notify RCCD promptly of any expected delay in performance of services. However, Consultant shall not be liable for delays in performance beyond its reasonable control.

8. CONFIDENTIAL INFORMATION. Consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.

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

10. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed

by the consultant pursuant to or under this Agreement, shall be the property of RCCD upon payment for work performed.

11. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with, and governed in all respects by, the laws of the State of California. Any litigation filed regarding this contract must be filed in Riverside, California.

12. NON-DISCRIMINATION. Consultant agrees that it will comply with all state and federal non-discrimination and equal opportunity regulations for all persons with regard to race, color, religion, national origin, ancestry, sex, physical/mental disability, medical condition, marital status, age, or sexual orientation.

13. SIGNATURES

Riverside Community College District

Ivascu Consulting, LLC

\_\_\_\_\_  
James Buysse  
Vice Chancellor, Administration & Finance

\_\_\_\_\_  
Alex Ivascu  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-q

Date: December 12, 2006

Subject: Agreement with Tickets.com, Inc.

Background: Attached for the Board's review and consideration is the original agreement and supplemental amendments between Riverside Community College District and Tickets.com, Inc., for box office ticketing system replacement for Landis Performing Arts Center. The term of this agreement is December 13, 2006 through June 30, 2011, with automatic 5 year renewals. The total fee for this agreement is \$16,472.00 plus food, car rental, and travel expenses for trainer. Funding source: General Fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement and supplemental amendments, from December 13, 2006 through June 30, 2011, with automatic five year renewals, for \$16,472.00 plus expenses, 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





## ProVenue®Plus Software Support and License Agreement

This ProVenuePlus Software Support and License Agreement (“Agreement”) is effective as of the 13th day of June 2006 (hereinafter “Effective Date”), by and between Tickets.com, Inc. (“TDC”), a Delaware corporation, and Riverside Community College District, (“Client”).

1. Definitions. As used in this Agreement, the following terms, when capitalized, will have the following meanings:
  - a. Acceptance. The certification by Client that the ProVenuePlus System has been satisfactorily installed and operational as more fully described in Section 10 herein below.
  - b. Acceptance Testing. Those tests performed by Client on the ProVenuePlus System following installation by TDC, to determine if the ProVenuePlus System is satisfactorily installed and operational.
  - c. Additional Services. Any services provided to Client by TDC at Client’s request, which are outside the scope of this Agreement and charged to Client at TDC’s then prevailing rates.
  - d. Documentation. All operating manuals, instructions, technical bulletins and any other information provided by TDC to Client in any written or electronic medium, regarding the operation and maintenance of the ProVenuePlus System during the Initial Term and any Renewal Term.
  - e. Dongle. A security and copy-protection device, which operates on the ProVenuePlus System server in conjunction with the Software, to prevent unauthorized use and copying of the Software, and to limit the concurrent use of the Software to the number of licenses acquired by Client hereunder.
  - f. License Fee. The fee payable by Client to TDC, for the right to use the Software as set forth herein.
  - g. Online Sales. The sale of tickets over a computerized network, including the Internet.
  - h. Online Ticketing Services Agreement. An agreement with TDC to enable Client to engage in Online Sales.
  - i. ProVenuePlus. The proprietary ticketing software developed and owned by TDC as is more fully described in the attached Exhibit A.
  - j. ProVenuePlus System. Collectively, the Software, Third Party Hardware and Third Party Software acquired by Client from TDC hereunder and installed with the

Software at the System Location for the purposes of enabling Client to use the Software and perform ticking functions for its own account.

- k. Software. That certain proprietary software developed and owned by TDC more commonly known as ProVenuePlus.
  - l. Software Support. The support provided by TDC to Client as is more fully described in Section 11 herein below.
  - m. Software Support Fee. Those fees due and payable by Client to TDC hereunder for Software Support.
  - n. System Location: The ProVenuePlus System covered by this Agreement will be located at: 4800 Magnolia Ave., Riverside, CA 92506 (hereinafter "System Location").
  - o. Third Party Hardware. Certain computer hardware and peripherals not manufactured by TDC and sold to Client by TDC under separate Agreement.
  - p. Third Party Software. Certain software that operates in conjunction with the ProVenuePlus System that is not developed or owned by TDC and is licensed to Client under separate agreement.
  - q. Third Party Hardware and Software Purchase Agreement. That certain agreement entered into between TDC and Client for the purposes of selling to Client certain Third Party Hardware and licensing to Client certain Third Party Software that are incorporated into the ProVenuePlus System.
2. SOFTWARE LICENSE. Subject to the terms and conditions of this Agreement, TDC hereby grants Client a non-transferable, limited, revocable license (the "License") to use the Software and the Documentation at the System Location. TDC reserves all rights to the Software and the Documentation not specifically granted herein.
3. PERMITTED AND NON-PERMITTED USE.
- A. Client will not directly, or enable any third party to reproduce, duplicate, alter, reverse engineer, disassemble, modify, enhance, make derivative works, or otherwise use or alter the Software, or any portion thereof, for any purpose other than as provided herein.
  - B. Client may make one copy of the Software and Documentation for back-up purposes, which Client is authorized to use only if the original copy of the Software and Documentation are destroyed.
  - C. Except as may be specifically authorized by this Agreement, the ProVenuePlus System may be used only for, by and on behalf of Client. Client may not deliver possession or otherwise allow direct or remote access or use of the Software (including, without limitation, any remote access to the Software through the

Internet or wireless methods or devices) to any person or entity for any reason whatsoever. Client will limit the use of the Software to its employees or agents who have been appropriately trained. The Software may be used only in furtherance of the sale of tickets by Client, except that Client will have the right to perform box office services for other organizations that are holding events at Client's facilities, as long as such services are performed by Client's box office personnel on Client's hardware at Client's facilities.

- D. Client may not alter, interface with, or append the Software to enable the Software to operate in conjunction with any other software or device for any purpose. Any software developed or caused to be developed by Client, which is intended to operate in conjunction with the Software will be deemed to be a derivative work of the Software and in addition to all other remedies available to TDC hereunder, such derivative work will be deemed to be TDC's sole and exclusive property and Client hereby irrevocably assigns all such ownership rights to TDC, together with Client's right to receive any revenue derived therefrom.
- E. Without the prior written consent of TDC, Client will not move the Software from the System Location or install the Software on any computer other than the computer on which the Software was installed by TDC.

4. TITLE.

- A. TDC retains all right, title and interest to the Software and Documentation. Except for the License to use the Software, Client obtains no right, title, or interest in the Software or the Documentation by implication, estoppel, or otherwise. Client acknowledges that the Software and Documentation are being licensed only and not sold under this Agreement and that this Agreement does not transfer title in the Software or Documentation, or any copy thereof, to Client.
- B. Client will have no right, title or interest in or to the Tickets.com logo design, or the ProVenuePlus trademarks or logo. Client will not remove, alter or obscure any portion of any copyright or trademark notices or proprietary legends contained within or about the ProVenuePlus System.

5. TERM OF AGREEMENT.

- A. Initial Term. This Agreement will remain in effect for a minimum of 5 years, (the "Initial Term") commencing on the first day of the first month following installation of the Software, unless terminated earlier in accordance with the terms hereof.
- B. Renewal Terms. This Agreement will be renewed automatically for successive 5-year terms (each, a "Renewal Term"), unless cancelled in writing by either party not less than 90 days prior to the expiration of the Initial Term or any Renewal

Term then in effect. Any Renewal Term of this Agreement will not be subject to any additional License Fee.

6. FEES.

- A. License Fee. Client will pay TDC a fee in the amount of \$3,990.00 (the "License Fee") for the right to use the Software as provided herein. . Client will issue a purchase order upon execution of this Agreement for the full amount of \$3,990.00, and the fee will be paid pursuant to the terms of Client's purchase order, but in no event later than 30 days after Installation. In the event of a conflict between the terms of the purchase order and this Agreement, the terms of this Agreement will control.
- B. ProVenuePlus Software Support Fee. In addition to the License Fee, Client will pay TDC, in advance, an annual fee in the amount of \$800.00 for Software Support (the "Software Support Fee") as more fully described in Section 11 below. The Software Support term will begin on the first day of the first month following installation of the Software and shall remain in effect for a minimum of five (5) years. After the first year of Software Support, and upon thirty (30) days written notice to Client, TDC may increase the Software Support Fee by not more than ten percent (10%) in each subsequent year of the Initial Term or any Renewal Term.
- C. Setup and Configuration Fee. Client will pay TDC a setup and configuration fee in the amount of \$ 750.00 for the ProVenuePlus System. . Client will issue a purchase order upon execution of this Agreement for the full amount of \$750.00, and the fee will be paid pursuant to the terms of Client's purchase order, but in no event later than 30 days after Installation. In the event of a conflict between the terms of the purchase order and this Agreement, the terms of this Agreement will control.
- D. Installation Fee. Client will pay TDC the amount of \$ 0.00 for hardware and Software installation fees for the ProVenuePlus System. Client agrees to pay TDC for any additional installation expenses incurred over and above this minimum amount.
- E. Data Conversion Fee. Client will pay TDC a data conversion fee in the amount of \$0000.00 for the data conversion services set forth in Exhibit B.
- F. Training. Client will pay TDC the employee training fees in the amount of \$3000.00 for training Client's employees on the ProVenuePlus System. Client will pay for any additional training expenses incurred over and above this minimum amount. Client will issue a purchase order upon execution of this Agreement for the full amount of \$3000.00, and the fee will be paid pursuant to the terms of Client's purchase order, but in no event later than 360 days after

Installation. In the event of a conflict between the terms of the purchase order and this Agreement, the terms of this Agreement will control.

- G. Travel Expenses. If applicable, Client will pay all reasonable travel expenses, including transportation, lodging, and meals related to installation of the ProVenuePlus System and training, which will be separately invoiced to Client by TDC. If training and/or installation are handled remotely over the Internet and/or telephone, travel expenses will not apply to the service performed remotely.
- H. Requirement for Online Sales. Not later than 30 days after installation, if Client has tickets for events on sale to the public, Client agrees to concurrently make such tickets available for Online Sales. If Client does not have tickets on sale to the public, Client must be connected and prepared for Online Sales and Client must sell tickets online at such time as tickets are made available for sale to the public. If Client fails to comply with this requirement, Client will pay TDC the full retail value of the Software licensed hereunder and a set-up fee of \$1,500.00.

7. PAYMENT TERMS.

- A. All charges due under this Agreement are exclusive of shipping charges, which are F.O.B. Syracuse, New York, or the applicable manufacturer location, and will be invoiced separately.
- B. A finance charge of one and one-half percent (1.5%) per-month may be assessed by TDC on payments not received by TDC on or before the stated payment date of any fee or charge set forth herein or otherwise arising under this Agreement.

8. INSTALLATION.

- A. Installation Preparation: Client agrees that Client will make the System Location ready for installation within a reasonable time prior to the scheduled installation date of the ProVenuePlus System. Client also agrees that TDC will be provided with full access to the System Location and other necessary areas upon two days prior notice, which may be made by electronic mail or telephone. Client will maintain the System Location in a safe manner to allow proper installation and if requested, Client will make an employee familiar with the System Location available to TDC during installation.
- B. Client Provided Hardware: Client is responsible for the installation of all necessary network cabling and other network infrastructure at the System Location necessary to accommodate the installation of the ProVenuePlus System, including all cabling and infrastructure necessary for the ProVenuePlus server and workstations. All network cabling and other network infrastructure must be certified as complete and operational prior to the scheduled installation date of the ProVenuePlus System.

- C. TDC Provided Third Party Hardware: TDC will be responsible for installing the ProVenuePlus server, workstations and any other Third Party Hardware provided by TDC under the Third Party Hardware and Software Purchase Agreement.

9. TRAINING PROVIDED BY TDC.

- A. The training time for the ProVenuePlus System is estimated at 3.5 days, including any necessary travel time by TDC personnel. The definitive training schedule will be mutually agreed upon between the parties prior to the commencement thereof. Client agrees to make all personnel initially assigned to operate the ProVenuePlus System available for scheduled training.
- B. Client will be charged for reasonable travel expenses, including transportation, lodging and meals of TDC's training personnel in addition to the training fees as set forth in Section 6.F above. If Client wishes to provide travel arrangements for TDC's personnel, pre-approval by TDC's management is required.
- C. If Client desires any Training on the ProVenuePlus System in addition to the training provided hereunder, such training will be provided by TDC in the form of Additional Services at TDC's then prevailing rates.

10. ACCEPTANCE.

- A. The ProVenuePlus System will be subject to Acceptance Testing by Client for a period of thirty (30) days following installation, using such testing procedures and data as Client deems reasonably appropriate. If Client does not notify TDC in writing of its rejection of the Software during such 30-day period, then Client will be deemed to have accepted the Software on the 30th day following installation.
- B. If, following Acceptance Testing, Client determines in good faith that the ProVenuePlus System has not successfully passed an Acceptance Test, Client shall promptly notify TDC in writing of such failure, specifying with as much detail as possible, the manner in which the ProVenuePlus System failed to pass such Acceptance Test.
- C. TDC shall immediately commence all reasonable efforts to complete, as quickly as reasonably possible, such necessary corrections and repairs to the ProVenuePlus System deemed necessary by TDC to permit the ProVenuePlus System to be ready for retesting. TDC shall notify Client when any such corrections and repairs have been completed, and Client shall, at its election, engage in further Acceptance Testing for a period of three (3) days. Client acknowledges and agrees that TDC will not be responsible for the repair or replacement of any component of the system and network infrastructure, which is Client's responsibility hereunder.

- D. If, after Client completes retesting of the ProVenuePlus System, it makes a good faith determination that the ProVenuePlus System continues to fail to pass the applicable Acceptance Test, Client shall promptly notify TDC in writing, specifying in such notice Client's election to either (1) afford TDC the opportunity to repeat the correction and modification process as set forth above, or (2) terminate this Agreement.
- E. If Client elects to terminate this Agreement in accordance with Section 10.D above, Client will promptly return the Software and Documentation to TDC at its expense, and thereafter, TDC will refund to Client one hundred percent (100%) of all Software License Fees previously paid to TDC under this Agreement within 60 days from the date that the Software and all Documentation are received by TDC at its Syracuse, New York facility.

11. SOFTWARE SUPPORT.

- A. Software Support includes diagnostic telephone assistance and consultation with Client to answer questions and diagnose problems with the Software and to formulate the most efficient and expedient resolution to the problems prompting the Support call.
- B. TDC may deliver on-site Software Support as mutually deemed necessary by TDC and Client. Such on-site services will be billed by TDC as Additional Services. Client will be charged for all reasonable travel expenses, including transportation, lodging and meals incurred by TDC personnel in providing onsite Software Support.
- C. Software Support Exclusions.
  - 1. The following services are not included in Software Support provided by TDC:
    - a. Programming of systems installed, contracted or sold to Client by a company other than TDC;
    - b. Recovery of programming or data where a backup of programming or data has not been properly maintained by Client;
    - c. Software residing on a hard drive, diskette or other storage media that has been altered or damaged so as to be no longer compatible with the Third Party Hardware sold or installed by TDC hereunder;
    - d. Software Support which is impractical due to alterations in Client's hardware, or the connection of such hardware by mechanical or electrical means to another machine or device; and

- e. Any improper or unauthorized modification, misuse, substitution or addition to the Software by Client or any person or entity not authorized by TDC.
  2. Client acknowledges and agrees that if persons or entities other than TDC's representatives modify or perform any unauthorized maintenance on the ProVenuePlus System and as a result thereof, Software Support or any other service is required by TDC to restore the ProVenuePlus System to operating condition, such service will be performed at the sole discretion of TDC and will be billed to Client as Additional Services. Client will designate a representative and make such representative available upon reasonable request by TDC, to assist TDC in performing any such restoration service.
  3. Software Support does not include maintenance, repair, or replacement of any Hardware or any installation, assistance or support of any Hardware not purchased from TDC by Client.
- D. Access to ProVenuePlus System: Client will provide TDC with unrestricted access to the ProVenuePlus System and otherwise facilitate TDC's provision of Software Support. In addition, during the Initial Term and any Renewal Term, Client will ensure that TDC has continuous on-demand access to Client's ProVenuePlus System via Internet connection. If the method of connectivity is direct dial-up from TDC, Client may incur additional service fees. Remote access to the ProVenuePlus System will be accomplished through the use of Symantec's *pcAnywhere*® software, which must be installed on the ProVenuePlus System server and one workstation at the System Location.
- E. Additional Software Support Services: Any Software Support services requested by Client, which are outside the scope of Software Support provided hereunder, will be provided at the sole discretion of TDC and billed to Client at TDC's rate for Additional Services.
- F. Software Support Within Standard Hours:
1. Software Support will be available by telephone Monday through Friday, between 9 a.m. and 9 p.m. (Eastern Standard Time), except legal holidays ("Standard Support Hours").
  2. TDC's Software Support representatives will use commercially reasonable efforts to respond as soon as possible within a four (4) hour time period.
- G. Software Support Outside Standard Support Hours: If Client requests Software Support services to commence outside Standard Support Hours, or if Client requests TDC to continue Software Support services for more than one hour past the end of Standard Support Hours, such Software Support will be deemed



Additional Services and will be billed at the applicable rate identified in the attached Exhibit C. Notwithstanding the foregoing and subject to the exclusions set forth in Section 11.C above, TDC will provide 24-hour emergency Software Support for any malfunction or outage of the ProVenuePlus System at no additional charge to Client.

- H. New Software Products and Future Software Support: TDC reserves the right to cease charging Client Software Support Fees in the future in exchange for TDC's withdrawal of Software Support for existing products, as any new product that has at least the same functional capability as the product it replaces, is released. Client's election to acquire any such new product will require a cost to Client over and above the fees set forth in this Agreement.

12. SOFTWARE UPGRADES, MODIFICATIONS AND ENHANCEMENTS.

- A. During the Initial Term and any Renewal Term and so long as Client is current in the payment of all Software Support Fees, Client will be entitled to receive all upgrades, fixes, enhancements or modifications to the Software (collectively "Upgrades") as any such Upgrades are regularly released by TDC. Software Upgrades are provided by TDC at no additional charge to Client, subject to any applicable processing charges. Upgrades do not include any modifications to Client's custom reports necessary to enable such reports to operate in conjunction with the Software following installation of an Upgrade. Any modifications to Client's custom reports performed by TDC will be charged as Additional Services.
- B. Upgrades only apply to the Software. Client is not entitled to any free third-party software upgrades hereunder.
- C. Client acknowledges and agrees that all Upgrades must be installed within 30 days of receipt from TDC. Client further acknowledges that failure to implement any Upgrade within 30 days of receipt may be deemed to be a breach of this Agreement. Upon Client's continuing failure to install any Upgrade, TDC may, at its sole discretion, either terminate this Agreement, or install such Upgrade on Client's ProVenuePlus System and charge Client for such installation services as Additional Services.

13. CONSULTING SERVICES. TDC is available to provide Client the consulting services described in the attached Exhibit B. Any such consulting services rendered by TDC outside the scope of this Agreement, including ProVenuePlus System related services such as additional training, design of special reports, theatre or arena maps, ticket formats, data conversions and other consulting services expressly excluded from this Agreement and are deemed Additional Services, which will be billed to Client separately and in addition to the payments due hereunder. Additional Services will be billed at TDC's then prevailing rates for such services with a minimum charge of one hour,

excluding after hours calls. TDC's current rates for Additional Services are set forth in the attached Exhibit C.

14. CLIENT'S MAINTENANCE OBLIGATIONS: During the Term and any Renewal Term, Client agrees to:
  - A. Maintain the area around the ProVenuePlus System hardware free from any materials obstructing air flow and free from excessive dirt, dust or moisture;
  - B. Install, if necessary, sufficient air conditioning in the area containing the ProVenuePlus System hardware to maintain temperature and humidity within acceptable ranges for rooms containing computer equipment.
  - C. Minimize static electricity build-up in carpeted areas through the use of properly-grounded static mats and/or the application of anti-static carpet spray as frequently as is reasonably necessary.
  - D. Make a verified and non-incremental backup copy of the Software data files at a minimum, on a weekly basis. TDC strongly recommends that data files be performed nightly. At no time will TDC be responsible for Client's data.
  
15. INDEMNIFICATION.
  - A. Client will save, defend, indemnify and hold harmless TDC, its owners, officers, directors, employees and agents from and against any loss, cost, expense, claim or liability (including attorneys' fees and related costs) resulting from Client's breach of any of the provisions of this Agreement, Client's intentional or negligent acts, mistakes, or omissions in the performance of this Agreement, or resulting from Client's use or misuse of the ProVenuePlus System.
  - B. TDC will save, defend, indemnify and hold harmless Client in any actions against Client arising hereunder to the extent that any such actions are based on a claim that the Software infringes on the rights of other parties, provided that TDC is immediately notified in writing of such claim. TDC will have the right to control the defense of all such claims, lawsuits and other proceedings. Client will use its best efforts to assist TDC in defending any such action. In no event will Client settle any such claim, lawsuit or proceeding without TDC's prior written approval.
  - C. In the case of a judgment adverse to Client or TDC, TDC will make reasonable efforts, but will not be required, to acquire on Client's behalf, the right to continue use of any infringing Software, or to modify the ProVenuePlus System so that it is non-infringing. If neither option is reasonably practicable in TDC's sole discretion, TDC may terminate the License on 30 days written notice and refund to Client a pro-rata portion of the Software License Fee paid by Client to TDC pursuant to this Agreement.

16. LIMITED WARRANTY.

- A. TDC warrants that the Software will perform consistent with its specifications. TDC does not warrant that the Software will be error or bug free. In the event of any defect in the Software, TDC will, at its option, either (a) return all or a portion of the License Fee or (b) replace the Software with software having the same or similar capability and functionality. If failure of the Software is the result of accident, Client's abuse, or misuse of the Software, TDC will have no responsibility to replace the Software or refund any portion of the License Fee or any other fee charged to Client hereunder. Any replacement Software will be warranted for the remainder of the Initial Term and any Renewal Term of this Agreement. TDC makes no warranty with respect to any third party software or Hardware acquired by Client through TDC under the Third Party Hardware and Software Agreement.
- B. EXCEPT AS SET FORTH ABOVE, TDC MAKES AND CLIENT RECEIVES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED RELATING TO THE SOFTWARE AND TDC HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- C. TDC WILL NOT BE LIABLE FOR ANY GENERAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER EXPENSE INCURRED BY CLIENT ARISING OUT OF CLIENT'S USE OF THE PROVENUEPLUS SYSTEM, UNLESS ANY SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE NEGLIGENCE OF TDC, ITS EMPLOYEES OR AGENTS.

17. CONFIDENTIALITY and NON-DISCLOSURE

- A. Client acknowledges that the Software and Documentation is confidential information and constitutes a trade secret of TDC. Client, its employees and agents will not sell, transfer, publish or otherwise disclose the Software, the Documentation, or any portion thereof, to any person or entity without the prior written consent of TDC.
- B. Client acknowledges that any actual or threatened breach of the provisions of this Section 17 will result in irreparable harm to TDC, for which monetary damages alone will be an inadequate remedy. Accordingly, and in addition to any other remedies available to TDC hereunder, or at law or in equity, TDC will be entitled to seek immediate injunctive relief without bond. If a court of competent jurisdiction issues an order in favor of TDC for injunctive or other equitable relief, Client will pay TDC all reasonable costs and expenses, including attorneys' fees, incurred by TDC in such action.

18. TAXES: Unless Client is tax exempt in the State(s) in which the Software is be utilized, Client agrees to pay all local, state and federal sales and use taxes, personal property taxes or any other taxes however designated, levied or based on the charges set forth in

this Agreement or in amounts in lieu thereof, paid or payable by TDC in respect of the foregoing, exclusive, however, of taxes based on the net income of TDC, which taxes will be borne by TDC. Client is responsible for paying all taxes relating and applicable to ticket sales arising out of Client's use of the ProVenuePlus System. If Client does not provide TDC with the appropriate tax exemption certificate upon execution of this Agreement, Client may be liable for any taxes applied.

19. TERMINATION.

A. Termination by TDC.

1. Immediate Termination for Non-Curable Breach. TDC may immediately terminate this Agreement upon Client's breach of any provision of Section 3 (Permitted and Non-Permitted Use) or Section 17 (Confidentiality and Non-Disclosure) of this Agreement.
2. Termination Upon Failure to Cure. TDC may terminate this Agreement upon Client's breach of the provisions of Sections 6 (Fees), 11.D (Access to the ProVenuePlus System), and 12 (Software Upgrades, Modifications and Enhancements) upon Client's failure to cure any such breach following thirty (30) days notice from TDC.

B. Termination by Client. Client may terminate this Agreement upon failure of the ProVenuePlus System to pass Acceptance Testing pursuant to Section 10 (Acceptance) of this Agreement.

C. Termination by Either Party. Either party may terminate this Agreement for a breach of any other provision hereof, if the breaching party fails to affect a cure of such breach 30 days after receipt of written notice of breach and request for cure from the non-breaching party. Notwithstanding the preceding sentence, following receipt of such notice of breach, if the breaching party demonstrates that the breach is of a nature that cannot be cured within 30 days and such party demonstrates that it has undertaken good faith efforts to affect a cure within a reasonable time, then termination of this Agreement will not occur, provided the breaching party diligently completes the cure

D. Effect of Termination. Upon any termination of this Agreement, Client will immediately cease using the ProVenuePlus System and return the Software and Documentation, and all copies thereof, to TDC. A duly authorized officer of Client will certify in writing to TDC that no copy of the Software, and Documentation, or any portion thereof, have been retained by Client.

E. Payment Obligations. With the exception of termination pursuant to Section 19.B. above and a non-cured breach by TDC, nothing in this Section 19 will relieve Client's obligations to pay the costs, expenses, and fees due and owing pursuant to Section 6 of this Agreement. In the event of termination due to a non-

cured breach by TDC, Client will only be responsible for costs, expenses and fees incurred up to the termination date.

- F. Survival. The provisions of Sections 15 (Indemnification), 16 (Limited Warranty), 17 (Confidentiality and Non-Disclosure), 18 (Taxes) and 20 (Miscellaneous) will survive any termination of this Agreement.

## 20. MISCELLANEOUS.

- R. Independent Contractors. TDC and Client are independent contractors. Nothing in this Agreement will be deemed to create an agency, partnership, joint venture, or employer/employee relationship. Neither party will be liable for the debts or obligations of the other.
- S. Assignment. This Agreement will be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any attempted assignment without first obtaining the other party's written consent will be void and of no effect.
- T. Force Majeure. Except for the payment of any amounts due hereunder, neither party will be liable to the other for damages in the event of any loss, damage, claim, delay or default arising by reason of Acts of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts, etc.), war, terrorism, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, or regulation, disruption of postal, electrical, telephone or other utility service, or other cause beyond the control of the party sought to be charged.
- U. Bankruptcy. If either party is adjudged bankrupt, makes an assignment of its assets for the benefit of its creditors, files a petition for reorganization or other relief under any bankruptcy or insolvency law, or if a receiver, custodian, liquidator or trustee is appointed for either party, such party will give the other party prompt written notice thereof. In the event of any of the foregoing, this Agreement will not be deemed an asset of such party and the other party may terminate this Agreement immediately upon written notice to such party.
- V. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California, disregarding any rules relating to the choice or conflict of laws. In the event a dispute or controversy arises under this Agreement such dispute or controversy will be brought in the appropriate State or Federal court sitting in Orange County, California.
- W. Attorney's Fees. If any action is brought arising under this Agreement, the prevailing party in any such action shall be entitled to receive, in addition to any

other judgment, award or decree, reasonable attorney's fees and costs incurred in such action.

- X. Notices. Any notice or other communication to TDC or to Client will be deemed properly given if such notice or communication is in writing and is sent by first class mail, postage pre-paid, return receipt requested, or by traceable courier service (such as UPS or Federal Express) to the address set forth below or such other address as each party may designate by notice given in accordance with this Paragraph.

*If to TDC:* Tickets.com, Inc.  
555 Anton Boulevard, 11<sup>th</sup> Floor  
Costa Mesa, California 92626  
Attention: General Counsel  
Fax Number: (714) 327-5589

*If to Client:* Landis Performing Arts Center  
4800 Magnolia Ave  
Riverside, CA 92506  
Attention: Dr. Carolyn Quin, Dean  
Fax Number: (951) 328-3548

- Y. No Waiver. Unless specifically agreed to the contrary in writing, (i) the failure by either party at any time to require performance by the other of any provision of this Agreement will not affect such party's right thereafter to enforce such provision; (ii) no waiver by either party of any subsequent default; and (iii) no extension of time granted by either party for the performance of any obligation of the other will be deemed to be an extension of the time for performance of any other obligation hereunder.
- Z. Severability. If any one or more of the provisions of this Agreement or the application of any such provision to a specific situation will be held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid, and the enforceability of all other provision of this Agreement and all other applications of such provision will not be affected thereby.
- AA. Entire Agreement. With the exception of the Third-Party Hardware and Software Purchase Agreement A100-1491 and the Online Ticketing Services Agreement executed concurrently herewith, this Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, written or oral, relating to the subject matter hereof.
- BB. Amendment. This Agreement may not be altered or amended in any manner except by a written instrument signed by the party against whom the enforcement of such change is sought.

- CC. Headings. The headings contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement.
- DD. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, will be an original and all of which together will constitute one and the same agreement.
- EE. Authority. Each party represents and warrants that it has full right and authority to enter into and perform this Agreement in accordance with the terms hereof.

IN WITNESS WHEREOF, TDC and Client have each executed this Agreement on the date set forth below.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

TICKETS.COM, INC.

\_\_\_\_\_  
Authorized Signature

James L. Buysse

\_\_\_\_\_  
Name (Type or Print)

Vice Chancellor, Administration and  
Finance

\_\_\_\_\_  
Title (Type or Print)

Date: \_\_\_\_\_

TAX EXEMPT:

YES \_\_\_\_\_ NO \_\_\_\_\_

Note: *If yes, please attach Tax Exempt certificate.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title (Type or Print)

Date: \_\_\_\_\_

Sales Contact:

Kristina Luna

EXHIBIT A

PROVENUEPLUS SYSTEM SPECIFICATIONS

SOFTWARE INCLUDED IN LICENSE:

Number of Licenses	Software	License Modules
2	ProVenue Plus	Ticketing
1	ProVenue Online	Internet

HARDWARE LOCATION:

4800 Magnolia Ave.  
Riverside, CA 92506



EXHIBIT B  
Consulting Services

The following consulting services will be delivered during the installation process, and are included in the price of the ProVenuePlus System.

- Theatre/Space Design:  
    Design of 1 assigned seat venue (up to 6,000 seats)
- 1 Header Ticket
- 5 Standard Tickets
- Data Conversion – Ticketmaker 5.0 Standard Conversion

EXHIBIT C  
Consulting/Additional Services

- 1) Customized Services \$150/hour  
Customized services includes the creation, by the TDC staff, of venue maps, ticket formats, reports and other custom output. Also systems analysis performed via phone and/or modem by the TDC staff to make ProVenuePlus effective in a specific situation or function, or to make better use of existing ProVenuePlus functionality. This also includes any billable training done via telephone.
- 2) Customized Programming \$250/hour  
Specialized programming performed by TDC Special Projects or Development staff to accommodate specific Client required functionality.
- 3) Customized Reporting \$150/hour  
Specialized custom report generation performed by TDC Special Projects or Development staff to accommodate specific Client required reporting functionality.
- 4) Data Conversions and Software Interfacing \$150/hour  
Data conversions include, but are not limited to, downloading names, subscription history, as well as transferring history from other automated systems into the ProVenuePlus database. Included in this classification is the design of automated data transfer from ProVenuePlus to other software applications, such as Excel or accounting packages. Files to be converted from other systems must be submitted in DOS ASCII format with fixed field lengths.
- 5) On-site Training \$1000/day (plus travel expenses)  
Saturdays at \$1500/day  
Sundays & Holidays at \$2000/day

Train the Trainer: TDC will send a training representative to educate your managerial (supervisory) staff on a mutually agreed upon training agenda. TDC recommends class sizes of 1-5 staff members to allow for the most effective learning environment.

Train the Staff: TDC will send a training representative to educate your end users (application administrators/supervisors/managers) staff on a mutually agreed upon training agenda. TDC recommends class sizes of 1-10 staff members to allow for the most effective learning environment

- 6) In-house Training \$750/day  
Train the Trainer: TDC will provide a training representative at the Syracuse, NY facility to educate your managerial (supervisory) staff on a mutually agreed upon training

agenda. TDC recommends class sizes of 1-5 staff members to allow for the most effective learning environment.

Train the Staff: TDC will provide a training representative at the Syracuse, NY facility to educate your end users (application administrators/supervisors/managers) staff on a mutually agreed upon training agenda. TDC recommends class sizes of 1-10 staff members to allow for the most effective learning environment.

- 7) Remote Training \$550/day  
TDC will provide a training representative to educate Client staff on a mutually agreed upon training agenda. Training will be performed remotely, utilizing virtual technology, which requires reliable telecommunications link (i.e. Internet/DSL/Dial-up) and hosting software (i.e.: MS-Net Meeting or PCAnywhere).

Train the Trainer: TDC will provide a training representative at the Syracuse, NY facility to educate your managerial (supervisory) staff on a mutually agreed upon training agenda. TDC recommends class sizes of 1-5 staff members to allow for the most effective learning environment

Train the Staff: TDC will provide a training representative at the Syracuse, NY facility to educate your end users (application administrators/supervisors/managers) staff on a mutually agreed upon training agenda. TDC recommends class sizes of 1-10 staff members to allow for the most effective learning environment

- 8) On Site Seminar Training \$495/day  
TDC will provide a training representative at a pre-approved location to educate our clients, utilizing a pre – defined fixed training agenda, based upon topics/functions and or client business models. TDC reserves the right to cancel any training event, per location, if a minimum of 10 attendees are not confirmed 30 days in advance.

- 9) Web Seminar Training \$400/day  
TDC will provide pre-recorded / non-interactive Web training seminars. Web seminar training schedules will be published by topic/function and made available on a periodic basis. Training will be performed remotely via virtual technology, which requires a reliable telecommunications link and hosting software. Note: TDC reserves the right to change and or modify seminar schedules and topics at its own discretion.

- 10) In-house Hardware Repair and Diagnostics \$150/hour (plus shipping)  
A technician will perform all necessary diagnostics as well as repair hardware, which has been purchased from TDC and is not covered by any warranties. Repair and diagnostics are performed at TDC's Syracuse, NY office.

- 11) After Hours Support \$150/hour  
(billed in 15 minute increments)  
Saturdays/Sundays at \$225/hour  
Holidays \$300/hour.  
Hardware and software support after normal business hours as defined in Client's Agreement, excluding warranty service.
- 12) On-site Support \$1250/day (plus travel expenses)  
Saturdays at \$1500/day  
Sundays & Holidays at \$2000/day  
A Client Service Associate is sent to your site to perform on-site software support.
- 13) Test and Assurance for Client Supplied Hardware \$ as listed below  
Client supplied hardware will be charged a test and assurance fee based on the following rates:  
\$200 per workstation: \$1000 per NT servers: \$2000 per AIX Server:  
\$7500 HA RISC Server Upgrade.
- 14) On-site Installation \$1000/day (plus travel expenses)  
Saturdays at \$1500/day  
Sundays & Holidays at \$2000/day  
A technician is sent to your site to perform ProVenuePlus System set-up and integration with existing hardware.
- 15) On-Site Services \$200/hour  
Any additional hours (above and beyond the customary eight hours) required and agreed upon between TDC and Client to provide on-site services such as training, installation, customizations, etc.

All prices effective 3/1/03 and can change without notice.

## ProVenuePlus Hardware Requirements

### Windows Servers:

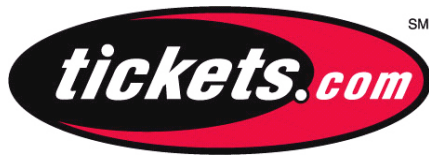
- IBM Compatible Pentium 4, 1.5 GHz or faster recommended, Pentium III, 500 MHz minimum requirement
- Microsoft® Windows 2000 Server Edition, Windows Server 2003 Operating Systems (*must have 1 Client Access License (CAL) for each Ticket workstation*)
- 1 gb RAM or higher recommended, 512 mb RAM memory minimum requirement
- SVGA or VGA Color Monitor
- CD-ROM Drive
- 18gb Hard Disk (minimum)
- Tape Backup Unit equivalent or larger than hard disk
- 1.44mb 3.5in Diskette Drive
- 1 parallel port, or 1 USB port (for License doggle)
- Serial (com) ports needed – 1 for UPS, 1 for Protobase Modem, 1 for Direct Line Support Modem (not needed if Internet connection is available)
- Analog modem (requires analog phone line availability at server) or Internet connection (for Direct Line Support)
- Network Interface card
- APC Smart Uninterrupted Power Supply (UPS) with PowerChute
- Norton PCAnywhere Version 11.0\* or higher (for Direct Line Support)(\*version subject to change with new releases from Microsoft and Symantec)

Workstations Requirements:

- Operating Systems: Windows 2000 Professional, Windows XP Professional
- Pentium 4, 1 GHz or faster recommended, Pentium III 266 MHz minimum requirement
- 128 mb RAM or higher recommended, 64 mb RAM minimum requirement
- SVGA or VGA Color Monitor
- Storage device (hard drive)
- 1.44mb 3.5in Diskette Drive
- Parallel port (for Boca ticket printer)
- Direct Line Support (required for one workstation per network) consisting of:
  - Analog modem or Internet connection
- Norton PCAnywhere V10\* or higher. (\*version subject to change with new releases from Microsoft and Symantec)
- Network Interface Card
- Sound card, speakers, video capability required for running Computer Based Training Modules

Boca Printers

- Parallel only
- 200 DPI or higher
- FGL Compatible



AMENDMENT NUMBER 1  
TO THE SOFTWARE SUPPORT AND LICENSE  
AGREEMENT NUMBER A101-1419

THIS AMENDMENT TO THE SOFTWARE SUPPORT AND LICENSE AGREEMENT (hereinafter "Amendment") is made and entered into on this 27<sup>th</sup> day of November, 2006, by and between Tickets.com, Inc. (hereinafter "TDC"), a Delaware corporation having its place of business at 555 Anton Boulevard, Costa Mesa, California 92626 and Riverside Community College District (hereinafter "Client"), having its place of business at 4800 Magnolia Avenue, Riverside, California, 92506.

WHEREAS, on June 13, 2006, Client entered into a Software Support and License Agreement No. A101-1419 (hereinafter "Agreement") with TDC; and,

WHEREAS, TDC and Client wish to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Definitions. All capitalized terms not defined in this Amendment will bear the same meaning as set forth in the Agreement.
2. Section 6.C. of the Agreement is amended and restated in its entirety to delete the set-up and configuration fee:  
  
"C. Set-up and Configuration Fee. Client will pay TDC a set-up and configuration fee in the amount of \$0.00 for the ProVenuePlus System."
3. Section 6.F. "Training" of the Agreement is amended and restated in its entirety as follows:  
  
"F. Training. Client will pay TDC the employee training fees in the amount of \$3,000.00 for training Client's employees on the ProVenuePlus System. Client will pay for any additional training expenses incurred over and above this minimum amount. Client will issue a purchase order upon execution of this Agreement for the full amount of \$3,000.00, and the fee will be paid pursuant to the terms of Client's purchase order, but in no event later than 30 days after Installation. In the event of a conflict between the terms of the purchase order and this Agreement, the terms of this Agreement will control."
4. Incorporation of Recitals. All facts set forth in the recitals of this Amendment are incorporated into this Amendment and made a part hereof.

5. No further Amendment. With the exception of the foregoing, the terms and conditions of the Agreement will remain unchanged.

The parties hereby indicate their agreement to this Amendment Number 1 by their signatures hereunder.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

TICKETS.COM, INC.

\_\_\_\_\_  
Authorized Signature

James L. Buysse

\_\_\_\_\_  
Name (Type or Print)

Vice Chancellor, Administration and  
Finance

\_\_\_\_\_  
Title (Type or Print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title (Type or Print)

Date: \_\_\_\_\_

Sales Contact:  
Kristina Luna



## HARDWARE PURCHASE FORM

Backup V-A-8-q  
December 12, 2006  
Page 25 of 28



DATE: November 20, 2006  
CLIENT NAME: Riverside Community College District ("Client")  
ADDRESS: 4800 Magnolia Ave., Riverside, CA 92506

1. Hardware: Tickets.com, Inc. ("TDC") agrees to sell, and Client agrees to purchase, subject to the terms and conditions stated herein, the hardware and listed below (hereinafter "Third Party Products"):

QTY	PURCHASE ITEM	DESCRIPTION	TOTAL PRICE
1	IBM Server	IBM Windows 2003 Server	\$5650.00
1	MicroPlus44	Boca Micro Plus 44, 2" fixed, 200 DPI, Non-Cutting, Graphic	\$1450.00
1	MPC Computer	MPC Computer Package	\$1232.00
1	1100S-10833	LCD Pole Display Unit	\$350.00
		Total	\$8682.00

2. Purchase Price: Client will pay TDC a fee in the amount of \$8682.00, plus applicable tax, shipping and handling for the Third Party Products listed above. Client will issue a purchase order upon execution of this Hardware Purchase Form for the full amount of \$8682.00.00, and the fee will be paid pursuant to the terms of Client's purchase order, but in no event later than 30 days after Installation. In the event of a conflict between the terms of the purchase order and this Hardware Purchase Form, the terms of this Hardware Purchase Form will control.
3. Transportation. Client is responsible for all charges for transportation and handling of the Third Party Products.
4. Manufacturer's Warranty. TDC DOES NOT PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE THIRD PARTY PRODUCTS SOLD OR LICENSED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. WARRANTY WILL BE LIMITED TO THAT OFFERED BY THE PRODUCT'S ORIGINAL MANUFACTURER AND THE WARRANTY WILL EXIST SOLELY BETWEEN THE MANUFACTURER AND THE CLIENT.

CLIENT AGREES TO LOOK SOLELY TO THE MANUFACTURER FOR ANY EXISTING WARRANTY.

5. **Limitation of Liability.** TDC will not be liable for any loss, property damage, personal injury, legal expense or other expense incurred by any employee, agent, invitee or licensee of Client or any other person regardless of how caused, if arising out of the use or possession of the Third Party Products by Client, unless such loss, property damage, personal injury, legal expense or other expense is caused by the gross negligence of TDC, its employees or authorized agents. TDC will not be liable for any act or omission of any other person providing hardware, software, services or facilities used with or connected to the Third Party Products being sold or licensed under this Agreement.
  
6. **Title and Risk of Loss.** Title to the Third Party Products purchased or licensed under this Hardware Purchase Form will pass to Client upon shipment of such Third Party Products from TDC's facility or manufacturer's facility. Risk of loss, destruction, theft, or damage during shipment passes from TDC to Client upon shipment from TDC's facility or manufacturer's facility.

WHEREBY, Client agrees to all terms set forth herein upon as acknowledged by its signature below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

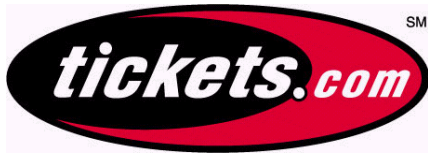
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Authorized Signature

James L. Buysse

Printed Name

Date



AMENDMENT NUMBER 2  
TO THE SOFTWARE SUPPORT AND LICENSE  
AGREEMENT NUMBER A101-1419

THIS AMENDMENT TO THE SOFTWARE SUPPORT AND LICENSE AGREEMENT (hereinafter "Amendment") is made and entered into on this 27<sup>th</sup> day of November, 2006, by and between Tickets.com, Inc. (hereinafter "TDC"), a Delaware corporation having its place of business at 555 Anton Boulevard, Costa Mesa, California 92626 and Riverside Community College District (hereinafter "Client"), having its place of business at 4800 Magnolia Avenue, Riverside, California, 92506.

WHEREAS, on June 13, 2006, Client entered into a Software Support and License Agreement No. A101-1419 (hereinafter "Agreement") with TDC; and,

WHEREAS, on November 20, 2006, the parties entered into Amendment Number 1 to the Agreement; and,

WHEREAS, TDC and Client wish to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Definitions. All capitalized terms not defined in this Amendment will bear the same meaning as set forth in the Agreement.
2. Section 6.C. of the Agreement is amended and restated in its entirety to delete the set-up and configuration fee:  
  
"F. Training. Client will pay TDC an additional fee in the amount of \$1350.00 for the ProVenuePlus System."
3. Incorporation of Recitals. All facts set forth in the recitals of this Amendment are incorporated into this Amendment and made a part hereof.
4. No further Amendment. With the exception of the foregoing, the terms and conditions of the Agreement will remain unchanged.

The parties hereby indicate their agreement to this Amendment Number 2 by their signatures hereunder.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

TICKETS.COM, INC.

\_\_\_\_\_  
Authorized Signature

James L. Buysse

\_\_\_\_\_  
Name (Type or Print)

Vice Chancellor, Administration and  
Finance

\_\_\_\_\_  
Title (Type or Print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title (Type or Print)

Date: \_\_\_\_\_

Sales Contact:  
Kristina Luna

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8-r

Date: December 12, 2006

Subject: Affiliation Agreements for the Dental Assistant Program

Background: Presented for the Board's review and consideration are agreements between Riverside Community College District and Susan Lee, DDS, Amy Hao, DDS, Clelan G. Ehrler, DDS, Dan Jenkins, DDS, Eugene Rathbun, DDS, Gerald Middleton, DDS, Kenneth T. Harrison, DDS, Maryellen DeBantt, DDS, Mohamed A. Hassan, DDS, Negeen Zareh, DDS, Parissa D'Jafari, DDS, Peter Yanes, DDS, Rick Nichols, DDS, Riverside Dental Group, and Sivola Robert, DDS. These are affiliation agreements that provide venues for dental externships for the Dental Assistant Program, Moreno Valley Campus. The terms of the agreements are December 13, 2006, through December 15, 2007. Funding source: No cost to the District.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreements, from December 13, 2006, through December 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: Patricia M. Bufalino  
Interim, Dean of Instruction  
Donna Lesser  
Director, Dental Hygiene and Dental Assistant Programs

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Susan Lee’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

- A. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- A. Develop the curriculum for the Dental Assistant Program.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- C. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- D. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- E. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- F. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- G. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- H. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- I. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

III. OBLIGATIONS OF FACILITY

FACILITY SHALL:

- A. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- B. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- C. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- D. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- E. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- F. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- G. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- H. Retain ultimate professional and administrative accountability for all patient care.
- I. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- J. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.



- K. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- L. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- A. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- C. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- D. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- E. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- F. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- G. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- A. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced)

for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- B. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and

regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- 2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- 3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

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 RCCD or the Facility. 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 agreements, 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. JURISDICTION

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 that State.

XV. EXECUTION

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Susan Lee, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Amy Hao’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

- B. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- J. Develop the curriculum for the Dental Assistant Program.
- K. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- L. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- M. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- N. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- O. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- P. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- Q. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- R. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

III. OBLIGATIONS OF FACILITY

FACILITY SHALL:

- M. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- N. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- O. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- P. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- Q. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- R. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- S. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- T. Retain ultimate professional and administrative accountability for all patient care.
- U. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- V. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.



- W. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- X. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- H. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- I. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- J. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- K. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- L. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- M. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- N. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- E. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced)

for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- F. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- G. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- H. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- D. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and

regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- E. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- F. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- 2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- 3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

#### IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

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 RCCD or the Facility. 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 agreements, 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. JURISDICTION

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 that State.

XV. EXECUTION

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Amy Hao, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Clelan G. Ehrler’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

- C. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- S. Develop the curriculum for the Dental Assistant Program.
- T. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- U. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- V. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

W. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:

Student schedules;

Placement of students in clinical assignments;

Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

X. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:

1. Name, address and telephone number;

2. Health care providers and/or health insurance; and

3. All other reasonable information about the RCCD and students as requested by the Facility.

Y. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

Z. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

AA. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- Y. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- Z. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- AA. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- BB. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- CC. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- DD. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- EE. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- FF. Retain ultimate professional and administrative accountability for all patient care.
- GG. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- HH. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.



- II. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- JJ. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- O. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- P. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- Q. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- R. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- S. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- T. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- U. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- I. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of

attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- J. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- K. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- L. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- G. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- H. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- I. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
- 2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
- 3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

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 RCCD or the Facility. 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 agreements, 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. JURISDICTION

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 that State.

XV. EXECUTION

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Clelan G. Ehrler, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Dan Jenkins’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

D. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

BB. Develop the curriculum for the Dental Assistant Program.

CC. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

DD. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

EE. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

FF. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:

- Student schedules;
- Placement of students in clinical assignments;
- Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

GG. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:

1. Name, address and telephone number;
2. Health care providers and/or health insurance; and
3. All other reasonable information about the RCCD and students as requested by the Facility.

HH. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

II. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

JJ. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

III. OBLIGATIONS OF FACILITY

FACILITY SHALL:

- KK. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- LL. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- MM. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- NN. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- OO. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- PP. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- QQ. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- RR. Retain ultimate professional and administrative accountability for all patient care.
- SS. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- TT. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.



- UU. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- VV. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

- V. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- W. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- X. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.
- Y. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.
- Z. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.
- AA. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- BB. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

- M. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of

attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- N. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- O. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- P. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- J. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- K. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- L. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

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 RCCD or the Facility. 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 agreements, 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. JURISDICTION

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 that State.

XV. EXECUTION

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Dan Jenkins, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Eugene Rathbun’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

E. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

KK. Develop the curriculum for the Dental Assistant Program.

LL. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

MM. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

NN. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- OO. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- PP. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- QQ. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- RR. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- SS. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- WW. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- XX. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- YY. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- ZZ. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- AAA. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- BBB. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- CCC. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- DDD. Retain ultimate professional and administrative accountability for all patient care.
- EEE. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- FFF. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.



GGG. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

HHH. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

CC. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

DD. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

EE. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

FF. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

GG. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

HH. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

II. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

Q. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of

attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- R. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
- S. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
- T. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- M. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- N. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- O. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

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 RCCD or the Facility. 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 agreements, 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. JURISDICTION

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 that State.

XV. EXECUTION

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Eugene Rathbun, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Gerald Middleton’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

F. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

TT. Develop the curriculum for the Dental Assistant Program.

UU. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

VV. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

WW. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- XX. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- YY. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.

ZZ. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

AAA. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

BBB. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

III. OBLIGATIONS OF FACILITY

FACILITY SHALL:

III. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.

JJJ. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.

KKK. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.

LLL. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.

MMM. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.

NNN. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.

OOO. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.

PPP. Retain ultimate professional and administrative accountability for all patient care.

QQQ. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.

RRR. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.



SSS. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

TTT. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

JJ. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

KK. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

LL. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

MM. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

NN. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

OO. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

PP. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

U. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of

attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

- V. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.
  
- W. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.
  
- X. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

- P. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of

disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- Q. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- R. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

IX. MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

X. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XI. ASSIGNMENT

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

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 RCCD or the Facility. 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 agreements, 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. JURISDICTION

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 that State.

XV. EXECUTION

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Gerald Middleton, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Kenneth T. Harrison’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

G. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

CCC. Develop the curriculum for the Dental Assistant Program.

DDD. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

EEE. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

FFF. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- GGG. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- HHH. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.

III. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

JJJ. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

KKK. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- UUU. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- VVV. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- WWW. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- XXX. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- YYY. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- ZZZ. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- AAAA. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- BBBB. Retain ultimate professional and administrative accountability for all patient care.
- CCCC. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



DDDD. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

EEEE. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

FFFF. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

QQ. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

RR. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

SS. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

TT. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

UU. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

VV. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

WW. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

Y. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against

any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

Z. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

AA. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

BB. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

S. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- T. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- U. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**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 RCCD or the Facility. 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 agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Kenneth T. Harrison, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Maryellen DeBantt’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

H. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

LLL. Develop the curriculum for the Dental Assistant Program.

MMM. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

NNN. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

OOO. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- PPP. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- QQQ. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- RRR. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- SSS. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- TTT. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- GGGG. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- HHHH. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- IIII. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- JJJJ. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- KKKK. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- LLLL. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- MMMM. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- NNNN. Retain ultimate professional and administrative accountability for all patient care.
- OOOO. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



PPPP. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

QQQQ. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

RRRR. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

XX. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

YY. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

ZZ. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

AAA. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

BBB. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

CCC. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

DDD. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

CC. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnites" or individually as "Indemnitee") from

and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

DD. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

EE. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

FF. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

V. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- W. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
- X. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**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 RCCD or the Facility. 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 agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Maryellen DeBantt, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Mohamed A. Hassan’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

- I. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

- UUU. Develop the curriculum for the Dental Assistant Program.
- VVV. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.
- WWW. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.
- XXX. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- YYY. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- ZZZ. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.

AAAA. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

BBBB. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

CCCC. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- SSSS. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- TTTT. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- UUUU. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- VVVV. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- WWWW. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- XXXX. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- YYYY. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- ZZZZ. Retain ultimate professional and administrative accountability for all patient care.
- AAAAA. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



BBBBB. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

CCCCC. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

DDDDD. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

EEE. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

FFF. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

GGG. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

HHH. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

III. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

JJJ. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

KKK. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

GG. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from

and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

HH. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

II. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

JJ. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

Y. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

Z. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

AA. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**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 RCCD or the Facility. 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 agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Mohamed A. Hassan, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Negeen Zareh’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

J. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

DDDD. Develop the curriculum for the Dental Assistant Program.

EEEE. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

FFFF. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

GGGG. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- HHHH. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- III. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- JJJJ. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- KKKK. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- LLLL. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- EEEE. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- FFFF. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- GGGG. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- HHHH. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- IIII. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- JJJJ. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- KKKK. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- LLLL. Retain ultimate professional and administrative accountability for all patient care.
- MMMM. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



NNNNN. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

OOOOO. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

PPPPP. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

LLL. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

MMM. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

NNN. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

OOO. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

PPP. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

QQQ. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

RRR. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

KK. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from

and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

LL. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

MM. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

NN. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

BB. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

CC. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

DD. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**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 RCCD or the Facility. 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 agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Negeen Zareh, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Parissa D’Jafari’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

K. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

MMMM. Develop the curriculum for the Dental Assistant Program.

NNNN. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

OOOO. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

PPPP. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- QQQQ. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- RRRR. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- SSSS. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- TTTT. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- UUUU. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- QQQQQ. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- RRRRR. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- SSSSS. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- TTTTT. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- UUUUU. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- VVVVV. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- WWWWW. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- XXXXX. Retain ultimate professional and administrative accountability for all patient care.
- YYYYY. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



ZZZZZ. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

AAAAAA. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

BBBBBB. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

SSS. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

TTT. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

UUU. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

VVV. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

WWW. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

XXX. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

YYY. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

OO. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnites" or individually as "Indemnitee") from

and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

PP. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

QQ. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

RR. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

EE. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

FF. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

GG. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

## VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**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 RCCD or the Facility. 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 agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Parissa D'Jafari, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Peter Yanes’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

L. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

VVVV. Develop the curriculum for the Dental Assistant Program.

WWWW. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

XXXX. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

YYYY. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- ZZZZ.** Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- AAAAA.** Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.
- BBBBB.** Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- CCCCC.** Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.
- DDDDD.** Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- CCCCC. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- DDDDDD. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- EEEEEE. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- FFFFFF. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- GGGGGG. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- HHHHHH. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- IIIIII. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- JJJJJJ. Retain ultimate professional and administrative accountability for all patient care.
- KKKKKK. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



LLLLLL. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

MMMMMM. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

NNNNNN. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

ZZZ. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

AAAA. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

BBBB. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

CCCC. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

DDDD. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

EEEE. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

FFFF. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

SS. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against

any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

TT. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

UU. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

VV. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

HH. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

II. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

JJ. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**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 RCCD or the Facility. 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 agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Peter Yanes, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Rick Nichols’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

M. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

EEEE. Develop the curriculum for the Dental Assistant Program.

FFFF. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

GGGG. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

HHHH. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

- IIII. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:
- Student schedules;
  - Placement of students in clinical assignments;
  - Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

- JJJJ. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:
1. Name, address and telephone number;
  2. Health care providers and/or health insurance; and
  3. All other reasonable information about the RCCD and students as requested by the Facility.

KKKKK. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

LLLLL. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

MMMMM. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- OOOOOO. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- PPPPPP. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- QQQQQQ. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- RRRRRR. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- SSSSSS. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- TTTTTT. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- UUUUUU. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- VVVVVV. Retain ultimate professional and administrative accountability for all patient care.
- WWWWWW. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



XXXXXX. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

YYYYYY. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

ZZZZZZ. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

GGGG. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

HHHH. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

IIII. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

JJJJ. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

KKKK. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

LLLL. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

MMMM. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

WW. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnites" or individually as "Indemnitee") from

and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

XX. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

YY. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

ZZ. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

KK. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

LL. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

MM. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
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3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

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**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**XII. RULES OF CONSTRUCTION**

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**XIII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Rick Nichols, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Riverside Dental Group’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

N. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

NNNNN. Develop the curriculum for the Dental Assistant Program.

OOOOO. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

PPPPP. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

QQQQQ. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

RRRRR. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:

- Student schedules;
- Placement of students in clinical assignments;
- Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

SSSSS. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:

1. Name, address and telephone number;
2. Health care providers and/or health insurance; and
3. All other reasonable information about the RCCD and students as requested by the Facility.

TTTTT. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

UUUUU. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

VVVVV. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

- AAAAAAA. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.
- BBBBBBB. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.
- CCCCCCC. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.
- DDDDDDD. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- EEEEEEE. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.
- FFFFFFF. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.
- GGGGGGG. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.
- HHHHHHH. Retain ultimate professional and administrative accountability for all patient care.
- IIIIIII. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



JJJJJJ. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

KKKKKKK. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

LLLLLLL. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

NNNN. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

OOOO. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

PPPP. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

QQQQ. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

RRRR. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

SSSS. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

TTTT. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

AAA. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnites" or individually as "Indemnitee") from

and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

BBB. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

CCC. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

DDD. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

NN. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

OO. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

PP. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**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 RCCD or the Facility. 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 agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Riverside Dental Group

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE  
AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This AGREEMENT for Dental Assistant clinical training (“Agreement”) dated as of December 13, 2006, entered into by and among the Riverside Community College District (“RCCD”) and Sivola Robert’s private office (“Facility”).

WHEREAS, Riverside Community College District has established curriculum for students in Dental Assistant Education and such curriculum includes clinical training; and

WHEREAS, the said curriculum complies with all applicable laws and regulations;

WHEREAS, the Facility operates clinical facilities which are suitable for the clinical training programs; and

WHEREAS, all parties will benefit if students of RCCD use the facilities of Dental Clinics and/or Groups which are located throughout the Inland Empire,

NOW, THEREFORE, the parties hereto 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. GENERAL INFORMATION

O. This Agreement governs the establishment and operation of dental assistant clinical training at the Facility. RCCD and the Facility may make arrangements for dental assistant clinical training on the terms and conditions set forth herein.

II. OBLIGATIONS OF RCCD

RCCD SHALL:

WWWWW. Develop the curriculum for the Dental Assistant Program.

XXXXX. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Facility in such numbers as are acceptable to Facility.

YYYYY. Certify to the Facility at the time each student, employee, or instructor first reports to the Facility that the student or instructor complies with the Facility’s requirements for immunizations and tests determined appropriate by the Facility.

ZZZZZ. Require every student, employee, or instructor, to conform to all applicable policies, procedures, and regulations of the Facility, and to all additional requirements and restrictions agreed upon by representatives of RCCD, and the Facility.

AAAAAA. Require the RCCD administrators and/or Clinical Coordinator to reach mutual agreement with the Facility's designated representatives prior to commencement of each clinical rotation on the following matters:

Student schedules;

Placement of students in clinical assignments;

Attendance at any conference, course, or program, which might be conducted or sponsored by the Facility.

All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the clinical facility (or hospital). RCCD shall require its students and instructors placed at facility to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient records. Patients 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 RCCD's confidential internal records only. Students and instructors of the RCCD may inform the Dental Assistant Program Director 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 RCCD and its employees, agents or students having any access to records of clinical facility's patients 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.

BBBBBB. Report to the Facility at least two (2) weeks before commencement of each Program session the following information about each student:

1. Name, address and telephone number;
2. Health care providers and/or health insurance; and
3. All other reasonable information about the RCCD and students as requested by the Facility.

CCCCCC. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.

DDDDDD. Provide RCCD students with orientation information about the Facility in accordance with any orientation presented by the Facility to RCCD instructors.

EEEEEE. Certify to Facilities that each student and instructor reporting to the Facility has received the training required by the OSHA blood borne pathogens standard [29 CFR 1910.1030].

### III. OBLIGATIONS OF FACILITY

#### FACILITY SHALL:

MMMMMMM. Permit access for the RCCD instructors and those students designated by RCCD pursuant to Section II B above to the Facility as necessary to participate in the clinical training so long as such access does not interfere with the regular activities of the Facility.

NNNNNNN. Maintain the Facility so that they at all times shall conform to the requirements of the California Department of Health Services.

OOOOOOO. Designate a member of the Facility staff to participate with the Programs' administrators or designees to plan, implement and coordinate the clinical training. The name of the designated person(s) shall be given to RCCD prior to commencement of each clinical rotation.

PPPPPPP. Permit designated personnel at the Facility to participate in the clinical training to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.

QQQQQQQ. Have the right to demand that RCCD withdraw from the Facility any student or instructor who the Facility determines is not performing satisfactorily or is not complying with the Facility's policies, procedures, and regulations. Such demand must be in writing and include a statement why the Facility demands that the student or instructor be withdrawn. RCCD shall comply with such a demand that the student or instructor be withdrawn. RCCD shall comply with such a demand within five (5) days of receiving it. In the event of substance abuse by a student or instructor, a meeting will take place attended by representative(s) from the Facility and RCCD. A record will be kept on the final decision reached at said meeting and copies will be distributed to the Facility and the RCCD. Facility reserves the right to demand that RCCD withdraw from the Facility said student or instructor.

RRRRRRR. Provide necessary emergency health care or first aid required by an accident occurring at the Facility for a student participating in the training at the Facility. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student or instructor.

SSSSSSS. Arrange an orientation to the Facility for the RCCD administrators and instructors, upon request.

TTTTTTT. Retain ultimate professional and administrative accountability for all patient care.

UUUUUUU. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.



VVVVVVV. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.

WWWWWWW. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.

XXXXXXX. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the clinical training.

#### IV. INSURANCE

UUUU. Each party shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to the other parties, comprehensive general liability insurance, covering its employees, instructors and students while at the facility, at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

VVVV. Facility shall maintain professional liability insurance at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

WWWW. RCCD shall maintain workers' compensation insurance, in accordance with the laws of the State of California, to cover all employees and students who are participating in the clinical training at the Facility. The parties hereto agree that RCCD students are fulfilling specific requirements for clinical experiences as part of a curriculum/certification requirement.

XXXX. Facility shall maintain workers' compensation insurance, in accordance with the laws of the State of California.

YYYY. Each party shall present the other parties with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement. Failure to provide such satisfactory evidence of compliance or failure to ensure maintenance of the insurance specified in this Section IV shall bar participation of RCCD at the Facilities.

ZZZZ. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.

AAAAA. It is expressly understood that the coverage required under this Section IV shall not in any way limit the liability of any party.

#### V. INDEMNIFICATION

EEE. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which person and organization are referred to collectively herein as "Indemnites" or individually as "Indemnitee") from

and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of RCCD, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement.

FFF. RCCD shall indemnify and hold harmless, defend the Facility, and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as 'Indemnitees' or individually as 'Indemnitee') from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent any of the foregoing result from the negligent acts or omissions, or willful misconduct of RCCD students in the conduct of patient care.

GGG. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, students, third parties, employees or agents from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions, or willful misconduct of the Facility, their officer, partners, employees or agents, arising out of or in any way connected with the performance of their obligations under this Agreement.

HHH. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VI. AFFIRMATIVE ACTION AND NONDISCRIMINATION

RCCD recognizes that the Facility is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. RCCD, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include, but is not limited to, the following:

QQ. The nondiscrimination and affirmative action clauses contained in: Executive Order I 1246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without

discrimination based upon their physical or mental handicaps, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

RR. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

SS. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contractors. RCCD agrees to comply with and be bound by each of the applicable clauses referred to in this Section VI. and recognized that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

#### VII. STATUS OF RCCD, ITS PERSONNEL, FACILITY

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 RCCD and the Facility or their employees, students, partners, or agents, but rather is an agreement by and among independent agencies.
2. RCCD's instructors and students are present at the Facility only for educational purposes, and such instructors and students are not to be considered employees or agents of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the RCCD's students, instructors, employees, or agents shall receive any compensation from the Facility.
3. The Facility will assess no fees to the RCCD for the use of Facility's clinical resources; likewise, the students will receive no remunerations from the Facility for services incidental to their clinical experience.

#### VIII. PUBLICITY

Neither Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify RCCD without the prior written consent of the RCCD. RCCD, without the prior written consent of the Facility, shall not publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of the Facility is mentioned or otherwise

reasonably identified, or use language from which a relationship between the Facility and RCCD may, in reasonable judgment of the Facility, be inferred.

**IX. MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

**X. SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

**XI. ASSIGNMENT**

This Agreement is not assignable, in whole or in part, by any party without the prior written consent of the other parties, and any attempt to make such assignment shall be void.

**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 RCCD or the Facility. 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 agreements, 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. JURISDICTION**

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 that State.

**XV. EXECUTION**

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.

XII. 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.

RCCD

FACILITY

Riverside Community College District

Sivola Robert, DDS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: James Buysse  
Vice Chancellor

Printed: \_\_\_\_\_

Title: Administration and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-8-s

Date: December 12, 2006

Subject: Extension of Contracts with Stephen C. Kuhn & Associates, Inc.

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 Study is in the final stages of receiving and comparing survey data from other colleges. After this is complete, a final draft report will be presented by the consultant for initial examination and review. Due to the slow response of survey participants and final review of data, Stephen C. Kuhn is requesting an extension from December 30, 2006 to June 30, 2007 at no additional cost to the district.

Recommended Action: It is recommended the Board of Trustees approve the extension of the contracts between Riverside Community College District and Stephen C. Kuhn and Associates from December 30, 2006 to June 30, 2007 at no additional cost to the District.

Salvatore G. Rotella  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-8-t

Date: December 12, 2006

Subject: Contract – Foundation Administrative Services, Inc.

Background: Under its contracts with the bargaining units, the District is required to offer the RCCD Plan as an option to provide health benefits to District employees. The RCCD Plan is a self-insured health plan which is expected to cost approximately \$4,747,008 in Fiscal Year 2006/2007. The District has used Foundation Administrative Services, Inc. to administer the claims handling for the RCCD Plan for over 20 years. The services provided by the Foundation include claims processing, utilization review and PPO services. The Foundation also coordinates the claims handling with the CCN PPO, Caremark Pharmacy Services and the reinsurance carrier.

The Foundation's new contract for the 2006 – 2008 contains a 3% increase for an anticipated annual cost of \$53,821.44. The three year history of the Foundation contract costs is:

	<u>2004/2005</u>	<u>2005/2006</u>	<u>2006/2007</u>
Cost:	\$52,500	\$53,130	\$54,452
Participants:	250	253	259

The contract requires that RCCD hold the Foundation harmless except in cases of negligence, willful misconduct or fraud. This provision and the other provisions of the contract are typical for contracts with this type of vendor and represent the custom and practice of the industry.

Staff recommends acceptance of the contract with Foundation Administrative Services, Inc.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with Foundation Administrative Services, Inc. for September 1, 2006 through August 31, 2008 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Edward Godwin  
Director, Administrative Services

## ADMINISTRATIVE AGREEMENT

This Agreement by and between **Riverside Community College District**, hereafter referred to as "Employer," and **Foundation Administrative Services, Inc.**, hereafter referred to as "Foundation" is effective as of **September 1, 2006**, and is to continue in force until **August 31, 2008**, subject to cancellation clause in Section XI. It is understood that;

Employer has established a self-funded employee health plan for its employees and dependents.

Foundation is an experienced claims administrator with established procedures for the review and payment of claims, Peer Review, and screening standards of health care.

Therefore it is hereby mutually agreed:

I. **Administration of Employee Benefit Plan.**

Foundation hereby agrees to perform the functions of administration for Employer's Employee hospital/medical benefit plan, hereafter referred to as the "Plan".

II. **Obligations of Foundation.**

Foundation shall perform functions reasonably related to the administration of the Plan, to include the following:

- A. Review and process health service claims submitted to it in accordance with the terms of the plan document established by Employer for all eligible employees and/or dependents thereof, and pay these benefits from an account created and funded by Employer.
- B. In processing and paying said claims, be entitled to rely upon current eligibility information as provided by Employer as well as information set forth on the claim form which appears regular and proper on the face thereof, and which is consistent with its medical policy and peer review. Foundation shall not be responsible to make an independent investigation of the information for, or liable for payment of any claims by it which payments are consistent with the provisions of this paragraph.
- C. Provide its standard peer review system on all claims found necessary to be placed in that system.
- D. Consult with Employer from time to time as reasonable regarding the operation of the claims procedure and benefits provisions.
- E. Maintain records and accounts regarding the operation of the Plan; render monthly reports to Employer on the status of the Plan fund and the utilization by the employees and their dependents of the Plan benefits.



- F. Maintain on behalf of Employer a bank account, which shall be used exclusively by Foundation for the payment of claims, filed by employees and their dependents pursuant to the Plan. The use of the account and records relating to that use shall be in accordance with accepted accounting principles to ensure that there is no unauthorized disbursement. It is specifically understood that said account shall not accrue interest on funds deposited therein. Foundation shall notify Employer by telephone of the funds needed to cover checks generated from processed claims. Employer will electronically transfer these funds within twenty-four (24) hours of notification. Upon receipt of verification of funds into the clearing account, Foundation will mail the processed checks. Foundation will send substantiating reports pertaining to the disbursement of funds to Employer within 24 hours of each call.
- G. Provide payment services and eligibility to third party vendors for costs and payments incurred by eligible employees and their dependents.
- H. Provide standard identification cards and claim forms at no cost to Employer.
- I. Assist with employee meetings, at the direction of Employer, to inform and distribute any communications material to employees regarding the Plan.
- J. Provide adequate staff to process claims and respond to inquiries from Employer, employees, and providers of service on a timely basis.
- K. File stop loss reports and forms required with reinsurance carrier for stop loss reimbursement.

It is understood and agreed that the services to be performed by Foundation shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices, and procedures established by Employer.

III. **Obligations of Employer.**

Employer agrees that in consideration of the functions performed by Foundation, Employer will undertake the following:

- A. Provide Foundation with a copy of its current Plan, and any amendment or modification thereto, provided, however, that Foundation shall incur no liability as a result of any such amendment or modification with regard to any claims affected thereby, either prior to the effective date of such proposed amendment or modification, or prior to the actual receipt thereof by Foundation, whichever shall last occur.

- B. Be solely responsible and obligated for the funding of the Plan. Foundation shall have no responsibility, risk, liability, or obligation for funding the Plan.
- C. Provide relevant data to determine the eligibility of participants in the Plan, and timely notify Foundation of significant changes in the participant census and other related information.
- D. Cooperate with Foundation in assembling and producing all information required by Foundation in order to perform its administration obligations under existing laws, both state and federal.
- E. Assist in the development of updated, compliant Plan document and Summary Plan Description booklets for Plan participants. Costs for which shall be borne by Employer.
- F. Make payment to Foundation for costs incurred through third party vendors for eligible employees and their qualified dependents.

IV. **Administration Fees.**

In consideration of services performed for the Plan, Foundation shall be compensated the following fees:

Claims Administration (Per eligible employee per month)	\$ 13.52
Utilization Management (OCFMC) (Per eligible employee per month)	\$ 1.50
CFMC PPO Network (Per eligible employee per month)	\$ 2.50

- Optional Services
  - Plan Documents/Summary Plan Description Draft Cost + 10%
  - Summary Plan Description Booklet Printing Cost + 10%
  - Client Requested Mailings Cost + 10%
  - Upgrade – Plastic ID Cards \$1.00 per card

Payment for monthly fees is due and payable by the 15th of the following month. Foundation shall be entitled to payment of all proper administration fees prior to satisfaction of other Plan obligations unless otherwise required by applicable law. Foundation will forward fees to appropriate entities specified above on a monthly basis. It is agreed that the administrative fee shall not increase more than 4% in the second year of this agreement.

V. **Collection of Premiums (If applicable)**

Foundation will collect from employer on monthly basis fees/premiums as specified by third party vendors. Foundation will forward these fees/premiums to the appropriate entities upon receipt of funds from the client. It is understood that the Foundation has no control over fee increases of third party vendors. Third party vendor rates may increase at any time during the contract period when required by the third party vendor.

VI. **Claim Forms.**

All claims submitted to Foundation shall be upon claim forms jointly approved by Employer and Foundation. Any subsequent modification of said claim forms shall only become effective upon joint concurrence of Employer and Foundation. Cost for development and printing of forms requested by Employer, other than original mutually agreed upon forms, shall be borne by Employer.

VII. **Records and Files.**

Foundation agrees to maintain all records for the period indicated in this Agreement. Upon termination, all records shall be transmitted to Employer upon written notification. Records shall be preserved on microfilm, which is an acceptable form of record retention. All claim records and information data in any form which shall become available to Foundation in its activities under this Agreement shall be deemed to be confidential and the private records of Employer. Foundation agrees not to disclose such records without prior written consent from Employer. All claim files are subject to audits by Employer or his/her designated representative at any reasonable time with at least five (5) working days notice to Foundation. Discrepancies will be handled within the guidelines and standards set forth by Employer's rules and regulations.

VIII. **Foundation Status and Indemnification.**

A. Employer and Foundation agree that Foundation's status is and shall remain that of an independent contractor with respect to all services required and rendered pursuant to this Agreement. Employer and Foundation further agree that Foundation shall not for any purpose be deemed to be an employee or partner of, or in joint venture with, Employer; nor shall Foundation be deemed to be an insurer, underwriter, or guarantor with respect to any benefits payable under the Plan. Foundation shall have no responsibility for the obligations of Employer under the Plan Document, or for the performance of any duties of Employer or any insurance company engaged under the Plan.

- B. Employer hereby agrees to indemnify and hold Foundation harmless from any and all claims, liabilities, losses, and damages arising out of the performance by Foundation under this Agreement so long as Foundation performs all services as required herein in accordance with the terms of the Agreement and in the absence of negligence, willful misconduct, or fraud.
- C. Foundation shall process and pay benefits in accordance with the terms of the Plan document or written policy established by Employer. It is recognized that errors in the processing of benefits could occur. It is also recognized that errors could occur in recording Employer contributions and crediting employee files for eligibility. It is agreed that Foundation shall not be held liable for such errors, but will incorporate sound business practices and be responsible for reasonable internal audits. Where an error exists, Foundation will put forth all reasonable efforts for recovery of such monies that may have been lost as a result of the error.

IX. **Contract Liberalizations.**

No contract liberalizations or administrative practices will be utilized without written permission of the officer designated by Employer.

X. **Agreement Modification.**

This Agreement may be modified only by subsequent written agreement executed by both parties hereto.

XI. **Termination of Agreement.**

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. In the event that Employer fails to deposit funds necessary to maintain the Plan as required by the Plan, Foundation may terminate this Agreement upon thirty (30) days written notice to Employer and Employer shall in any event be obligated to meet all obligations and liabilities arising under the Plan and to cover all costs reasonable incurred by Foundation on behalf of Employer under the Plan

XII. **Stop Loss Notification.**

Foundation will notify Employer on each individual employee whose total claims paid reaches fifty (50) percent of the specific stop loss.

XIII. **Litigation.**

Complaints submitted by the insurance commissioner's office and/or complaints involving litigation will be sent to Employer directly for handling. All such litigation or potential litigation will be promptly reported to Employer and handled by Employer. Foundation shall provide

support personnel and/or records, as required. Any and all expenses incurred, as a result of litigation shall be borne by Employer.

XIV. **Governing Law.**

This Agreement has been executed in and shall be governed by the laws of the State of California.

XV. **Severability.**

In the event that any of the provisions or portions thereof of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

XVI. **Entire Agreement.**

This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.

This Agreement is entered into on the first day of September 1, 2006.

**FOUNDATION ADMINISTRATIVE SERVICES, INC.**

3993 Jurupa Avenue  
Riverside, CA 92506  
951/686-9049

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dolores L. Green, CEO

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

4800 Magnolia Avenue  
Riverside CA 92506

By: \_\_\_\_\_ Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. V-A-8-u

Date: December 12, 2006

Subject: Contract Renewal – Kaiser Foundation Health Plan, Inc.

Background: Under its contracts with the bargaining units, the District is required to use Kaiser Foundation Health Plan, Inc. as an option to provide health benefits to District employees. The District has used Kaiser as a health benefits vendor for over 20 years. The policy period for the Kaiser plan is October to September. Kaiser generally raises its rates each year and usually makes minor unilateral changes to the plan benefits. As a general rule, Kaiser will not negotiate its rates and will not reinstate any unilateral changes in the plan. Kaiser's position is that the rates are based on community cost factors and the plan changes reflect community demographic conditions. On a few occasions the District has paid a surcharge to avoid the unilateral plan changes. While HUB, the District's insurance broker, does not receive commission on the Kaiser account, it has been successful in achieving some minor rate mitigation in the past.

In August 2006 Kaiser presented the 2006/2007 renewal plan to the District. The renewal plan included an 18% increase in rates and a few plan changes. The District challenged the rate increase and the plan changes and engaged in discussions with Kaiser over a period of weeks. However, Kaiser refused to rescind its rate increase and plan changes.

The projected cost of the Kaiser plan for 2006/2007 is \$3,399,148. The five-year history of the Kaiser plan is as follows:

	<u>2002/2003</u>	<u>2003/2004</u>	<u>2004/2005</u>	<u>2005/2006</u>	<u>2006/2007</u>
Cost:	\$2,205,541	\$2,011,397	\$2,418,686	\$2,808,458	\$3,399,148
Participants:	305	308	329	349	356

Due to the delay for discussions with Kaiser, this contract is being submitted for approval after its inception date. A copy of the 240 page contract will be available at the December 12, 2006, Board meeting for the Board's review and consideration. In addition, a copy of the agreement is available at the Risk Management Office, 3600 Prospect Avenue, Riverside.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between the District and Kaiser for the period October 1, 2006 through September 30, 2007 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Edward Godwin  
Director, Administrative Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-9-a

Date: December 12, 2006

Subject: Signature Authorization

Background: Education Code Sections 81655, 85232 and 85233 specify that authorization can be given to designated District administrators to sign orders drawn on District funds and notices of employment. Attached is the Certification of Signatures form required to be filed with the Riverside County Office of Education to certify the authorization.

In addition, to properly manage the District's banking activities, purchasing operations and Federal, State and locally funded grant programs, designated administrators can be authorized to sign bank checks, purchase orders and grant documents.

Recommended Action: It is recommended that the Board of Trustees authorize each Trustee and the following District administrators to sign vendor warrant orders, orders for salary payment, notices of employment, bank checks, purchase orders and grant documents:

Salvatore G. Rotella	Chancellor
James L. Buysse	Vice Chancellor, Administration and Finance
Ray Maghroori	Vice Chancellor, Academic Affairs
Linda L. Lacy	Vice Chancellor, Student Services/Operations
Melissa Kane	Interim Vice Chancellor Diversity & Human Resources
Aaron S. Brown	Associate Vice Chancellor, Finance
Bill J. Bogle, Jr.	District Controller
Edward Godwin	Director, Administrative Services

It is recommended that the Board of Trustees authorize the following District administrators to sign the listed documents:

Reyna Philp	Payroll Manager	Salary Payment Orders & Notices of Employment
Doretta Sowell	Purchasing Manager	Purchase Orders
Arturo Alcaraz	Director, Diversity	Self-Insurance Funds and Section 125 Plan-Wire Transfer Documents

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-9-a

Date: December 12, 2006

Subject: Signature Authorization (continued)

It is recommended that the Board of Trustees authorize the following District administrator to sign the listed documents:

Debbie DiThomas

Associate Vice Chancellor, ASRCC & Financial  
Student Services Aid Bank Checks

Salvatore G. Rotella  
Chancellor

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



CERTIFICATION OF SIGNATURES

DISTRICT: Riverside Community College Date of meeting: December 12, 2006 I, Salvatore G. Rotella, Clerk/Secretary of the Board of Trustees certify that the signatures shown below in Column I are the verified signatures of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Sections 42632, 42633, 44843, 85232, and 85233. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board. Attached is the board agenda authorizing the following signatures.

Signature: Salvatore G. Rotella Date: December 12, 2006

**SIGNATURES OF MEMBERS OF GOVERNING BOARD**  
**COLUMN I**  
**SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN WARRANT ORDERS AND ORDERS FOR SALARY PAYMENT**  
**COLUMN II**  
**SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN NOTICES OF EMPLOYMENT**  
**COLUMN III**

President of the Board	Salvatore G. Rotella, Chancellor	Salvatore G. Rotella, Chancellor
Clerk or Vice-President of the Board	James L. Buysse, Vice Chancellor, Administration & Finance	James L. Buysse, Vice Chancellor, Administration & Finance
Member of the Board	Reza (Ray) Maghroori, Vice Chancellor, Academic Affairs	Reza (Ray) Maghroori, Vice Chancellor, Academic Affairs
Member of the Board	Linda L. Lacy, Vice Chancellor, Student Services/Operations	Linda L. Lacy, Vice Chancellor, Student Services/Operations
Member of the Board	Melissa Kane, Interim Vice Chancellor Diversity & Human Resources	Melissa Kane, Interim Vice Chancellor Diversity & Human Resources
Member of the Board	Aaron S. Brown, Associate Vice Chancellor, Finance	Aaron S. Brown, Associate Vice Chancellor, Finance
Member of the Board	Bill J. Bogle Jr., District Controller	Bill J. Bogle Jr., District Controller

Number of signatures district requires on Orders for Salary Payment: 1 Number of signatures district requires for "B" Warrant Orders: 1

If the board has given special instructions for signing Warrant Orders, Orders for Salary Payment, or Notices of Employment, please attach a copy of the resolution to this form.

PLEASE CHECK:  Newly Elected Governing Board  
 Addition in Column II  
 Addition in Column III  
 Substitution in Column I  
 Substitution in Column II  
 Substitution in Column III

CERTIFICATION OF SIGNATURES

DISTRICT: Riverside Community College Date of meeting: December 12, 2006 I, Salvatore G. Rotella, Clerk/Secretary of the Board of Trustees certify that the signatures shown below in Column I are the verified signatures of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Sections 42632, 42633, 44843, 85232, and 85233. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board. Attached is the board agenda authorizing the following signatures.

Signature: Salvatore G. Rotella Date: December 12, 2006

SIGNATURES OF MEMBERS OF GOVERNING BOARD

COLUMN I

SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN WARRANT ORDERS AND ORDERS FOR SALARY PAYMENT

COLUMN II

SIGNATURES OF PERSONNEL AUTHORIZED TO SIGN NOTICES OF EMPLOYMENT

COLUMN III

Reyna Philp, Payroll Manager

Reyna Philp, Payroll Manager

Edward Godwin, Director, Administrative Services

Edward Godwin, Director, Administrative Services

Number of signatures district requires on Orders for Salary Payment: 1 Number of signatures district requires for "B" Warrant Orders: 1

If the board has given special instructions for signing Warrant Orders, Orders for Salary Payment, or Notices of Employment, please attach a copy of the resolution to this form.

PLEASE CHECK:  Newly Elected Governing Board  Substitution in Column I  
 Addition in Column II  Substitution in Column II  
 Addition in Column III  Substitution in Column III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-9-b

Date: December 12, 2006

Subject: Surplus Property

Background: Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Recommended Action: It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

Salvatore G. Rotella  
Chancellor

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

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745694	014727
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745695	014753
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745696	014760
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745697	014693
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745660	014757
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745668	014691
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745669	014695
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745670	014750
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745672	014752
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745674	014731
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745675	014758
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745676	014756
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745678	014734
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745687	014728
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745688	014715
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745689	014739
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745704	014730
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745705	014694
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745706	014732
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745711	014759
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745715	014748
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745718	014751
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745721	014740
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745722	014747
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745723	014754
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745724	014716
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745727	014729
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745729	014733
1	GATEWAY	COMPUTER - CPU PC	E3200-450	0016745731	014749
1	VIEWSONIC	MONITOR - 17 INCH	GS773	20E002300087	016544
1	SONY	PROJECTOR	VPL-PX21	16618	017693
1	VSS	COMPUTER - CPU PC	MCSE WORK	VS104628	019831
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0023419303	017472
1	GATEWAY	MONITOR - 17 INCH	VX720	P104279871	017471
1	GATEWAY	COMPUTER - CPU PC	E3400	0023389675	019258
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0023419305	017470
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642370	017530
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642380	017531
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642368	017532
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642372	017533
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642373	017534
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642377	017535
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642375	017536
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642379	017537
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642361	017538
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642357	017540
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642360	017543
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642366	017544
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642371	017545
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642367	017549
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642362	017550
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642374	017551

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	COMPUTER - CPU PC	E3400-933	0022642376	017552
1	HP	PRINTER - LASERJET	LASERJET 5S	MDJ565DYRT0	013005
1	APPLE	CPU W/MONITOR	G3	AP0256XKJ5124	012426
1	APPLE	CPU W/MONITOR	8100100	AP125DA54	013030
1	GATEWAY	CPU W/MONITOR	E4200	00005485475	012164
1	GATEWAY	CPU W/MONITOR	E4200	0000245562	012166
1	GATEWAY	MONITOR - 19 INCH	EV910	19016B357631	017288
1	VSS	COMPUTER - CPU PC	MCSE WORK	VS104629	019821
1	GATEWAY	MONITOR - 17 INCH	VX700	P908094391	019838
1	SONY	PROJECTOR	VPH-1030Q1	5000589	004256
1	KODAK	PROJECTOR	EKTAGRAPH	22631	009426
1	PANASONIC	VCR	AG1150	L8TB00279	003033
1	PANASONIC	VCR	AG1300	G5KL03982	007748
1	SYLVANIA	VCR	VC2230SL01	35771508	001353
1	PANASONIC	VCR	AG1012	A5HF01651	-----
1	PANASONIC	VCR	AG2200	L4HE00043	004700
1	PANASONIC	VCR	AG1000B	L9TB01549	001715
1	PANASONIC	VCR	AG1300	G5KL03967	007749
1	GATEWAY	LAPTOP	SOLO	0012177386	011364
1	GATEWAY	MONITOR	EV700AA	L1C14509360	-----
1	BROTHER	FAX MACHINE	1270	A17369445	-----
1	IBM	TYPEWRITER	ML-125	0001351002	002031
1	HP	PRINTER	C8644A	MY271C7160	-----
1	SOUNDCRAFT	SWITCH	DELTA 32	0089002651	005039
1	GATEWAY	COMPUTER - CPU PC	EV700	17004A493123	011136
1	GATEWAY	CPU W/MONITOR	E4200	13346186	012980
1	GATEWAY	MONITOR - 17 INCH	EV910	19007B152092	014667
1	SHARP	PHOTOCOPIER	SF2020	MX1452KJR2	020720
1	GATEWAY	MONITOR	V9700	17004a714499	031213
1	FELLOWES	SHREDDER	320	712A1007072	-----
1	HP	PRINTER	LASERJET 3	0000120089	-----
1	GATEWAY	MONITOR	EV700AA	17014D138356	-----
10	N/A	DRAWING TABLES	N/A	N/A	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-9-c

Date: December 12, 2006

Subject: Notice of Completion –March Education Parking Lot Project

Background: On June 20, 2006, the Board of Trustees awarded a contract to ASR Constructors, Inc. for the March Education Parking Lot project in the amount of \$111,000.

The Associate Vice Chancellor of Facilities reports that the project is now complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the March Education Parking Lot project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093-Public Works) and; 3) authorize the Board President to sign the notice.

Salvatore G. Rotella  
Chancellor

Prepared by:  
Doretta Sowell  
Purchasing Manager

To be recorded with County Recorder  
within 10 days after completion.  
No recording fee.

Backup V-A-9-c  
December 12, 2006  
Page 1 of 1

When recorded, return to:  
James L. Buysse, Vice Chancellor  
Administration and Finance  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

## NOTICE OF COMPLETION

Civil Code § 3093 - Public Works

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work:	March Education Parking Lot Project
Date of completion:	December 12, 2006
Nature of owner:	Public School
Interest or estate of owner:	Fee Simple
Address of owner:	4800 Magnolia Avenue, Riverside, CA 92506
Name of contractor:	ASR Constructors
Street address or legal description of site:	14745 Riverside Drive Riverside, CA 92518

Dated: December 12, 2006

Owner: Riverside Community College District  
(Name of public entity)

By: \_\_\_\_\_  
President, Board of Trustees

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF RIVERSIDE    )

I am the President of the governing board of the Riverside Community College District, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, CA on December 12, 2006. \_\_\_\_\_  
President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: December 12, 2006

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2006 through October 31, 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: December 12, 2006

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended October 31, 2006.

Salvatore G. Rotella  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 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 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
<b>Revenue</b>	\$ 116,767,770	\$ 132,273,411	\$ 132,273,411	\$ 39,493,907
Intrafund Transfer from				
District Bookstore (Resource 1110)	450,000	380,000	380,000	0
Interfund Transfer from				
Self-Funded Equipment and Facility Projects (Resource 4150)	1,123,870	15,985	15,985	14,826
<b>Total Revenues</b>	<b>\$ 118,341,640</b>	<b>\$ 132,669,396</b>	<b>\$ 132,669,396</b>	<b>\$ 39,508,733</b>
<b>Expenditures</b>				
Academic Salaries	\$ 55,368,699	\$ 62,143,916	\$ 62,148,466	\$ 16,699,703
Classified Salaries	22,386,027	28,371,516	28,376,635	8,378,490
Employee Benefits	20,015,422	22,682,549	22,694,672	4,456,738
Materials & Supplies	1,767,370	2,855,693	2,813,694	675,044
Services	10,615,968	13,781,025	13,766,196	3,933,505
Capital Outlay	5,728,668	1,992,172	2,027,208	448,032
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	612,109	665,157	665,157	166,289
Customized Solutions (Resource 1170)	173,470	173,470	173,470	0
Federal Work Study (Resource 1190)	135,760	140,155	140,155	26,308
Matriculation (Resource 1190)	272,645	0	0	0
Instr. Equipment Match (Resource 1190)	539,047	222,028	222,028	222,028
Performance Riverside (Resource 1090)	193,257	193,257	193,257	48,314
Interfund Transfer to:				
Resource 3300	220,000	220,000	220,000	55,000
Resource 6100	500,000	250,000	250,000	62,500
<b>Total Expenditures</b>	<b>\$ 118,528,442</b>	<b>\$ 133,690,938</b>	<b>\$ 133,690,938</b>	<b>\$ 35,171,950</b>
Revenues Over (Under) Expenditures	\$ (186,802)	\$ (1,021,542)	\$ (1,021,542)	\$ 4,336,783
Beginning Fund Balance	13,022,273	12,835,471	12,835,471	12,835,471
Ending Fund Balance	\$ 12,835,471	\$ 11,813,929	\$ 11,813,929	\$ 17,172,254
Ending Cash Balance				\$ 23,818,558

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2006**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for 75% of the operational costs of College Safety and Police and 100% of capital outlay costs, such as parking lot lighting, that directly benefit parking operations.

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,842,227	\$ 1,915,330	\$ 1,915,330	\$ 678,614
Expenditures				
Classified Salaries	\$ 1,151,221	\$ 1,379,010	\$ 1,350,147	\$ 407,360
Employee Benefits	340,352	418,476	407,014	81,401
Materials & Supplies	88,789	49,163	49,163	13,599
Services	282,884	266,199	306,524	104,312
Capital Outlay	326,947	197,385	197,385	126,920
Total Expenditures	\$ 2,190,193	\$ 2,310,233	\$ 2,310,233	\$ 733,592
Revenues Over (Under) Expenditures	\$ (347,966)	\$ (394,903)	\$ (394,903)	\$ (54,979)
Beginning Fund Balance	952,591	604,625	604,625	604,625
Ending Fund Balance	\$ 604,625	\$ 209,722	\$ 209,722	\$ 549,646
Ending Cash Balance				\$ 568,452

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
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Student Health Services was established to account for the financial activities of the student health programs at each of the District's three campuses.

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 898,884	\$ 954,806	\$ 954,806	\$ 351,397
Expenditures				
Academic Salaries	\$ 109,693	\$ 140,413	\$ 140,413	\$ 34,892
Classified Salaries	243,834	427,458	427,458	66,980
Employee Benefits	59,155	104,149	104,149	11,391
Materials & Supplies	34,077	61,180	61,180	20,646
Services	163,685	191,991	191,991	60,877
Capital Outlay	37,567	40,863	40,863	0
Total Expenditures	\$ 648,011	\$ 966,054	\$ 966,054	\$ 194,786
Revenues Over (Under) Expenditures	\$ 250,873	\$ (11,248)	\$ (11,248)	\$ 156,611
Beginning Fund Balance	417,843	668,716	668,716	668,716
Ending Fund Balance	\$ 668,716	\$ 657,468	\$ 657,468	\$ 825,328
Ending Cash Balance				\$ 826,633

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Community Education was established to account for the financial activities of the Community Education Program which serves the community at large by providing not-for-credit classes for personal growth and enrichment.

**Fund 11, Resource 1080 - Community Education**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 988,791	\$ 1,002,906	\$ 1,002,906	\$ 461,438
Expenditures				
Academic Salaries	\$ 15,865	\$ 3,842	\$ 3,842	\$ 1,296
Classified Salaries	348,233	373,957	373,957	164,017
Employee Benefits	70,343	69,157	69,157	15,917
Materials & Supplies	15,570	16,000	16,000	3,924
Services	524,165	544,955	544,955	200,637
Capital Outlay	10,105	5,000	5,000	2,171
Total Expenditures	\$ 984,281	\$ 1,012,911	\$ 1,012,911	\$ 387,962
Revenues Over (Under) Expenditures	\$ 4,510	\$ (10,005)	\$ (10,005)	\$ 73,476
Beginning Fund Balance	81,877	86,387	86,387	86,387
Ending Fund Balance	\$ 86,387	\$ 76,382	\$ 76,382	\$ 159,863
Ending Cash Balance				\$ 161,317

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

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 673,954	\$ 710,675	\$ 710,675	\$ 368,130
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	48,314
Total Revenues	<u>\$ 867,211</u>	<u>\$ 903,932</u>	<u>\$ 903,932</u>	<u>\$ 416,444</u>
Expenditures				
Classified Salaries	\$ 250,120	\$ 290,481	\$ 290,481	\$ 88,736
Employee Benefits	77,549	87,718	87,718	19,924
Materials & Supplies	35,642	33,488	33,488	8,085
Services	629,517	487,829	487,829	123,519
Capital Outlay	1,408	3,000	3,000	0
Total Expenditures	<u>\$ 994,236</u>	<u>\$ 902,516</u>	<u>\$ 902,516</u>	<u>\$ 240,264</u>
Revenues Over (Under) Expenditures	\$ (127,025)	\$ 1,416	\$ 1,416	\$ 176,180
Beginning Fund Balance	<u>(531,168)</u>	<u>(658,193)</u>	<u>(658,193)</u>	<u>(658,193)</u>
Ending Fund Balance	<u>\$ (658,193)</u>	<u>\$ (656,777)</u>	<u>\$ (656,777)</u>	<u>\$ (482,013)</u>
Ending Cash Balance				<u>\$ (480,376)</u>

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Contractor-Operated Bookstore is used to record the revenues and expenditures associated with the District's contract with Barnes and Noble, Inc. to manage the District's bookstore operations.

**Fund 11, Resource 1110 - Contractor-Operated Bookstore**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 863,446	\$ 863,441	\$ 863,441	\$ 451,166
Expenditures				
Services	\$ 35,685	\$ 36,150	\$ 36,150	\$ 9,353
Interfund Transfer to Food Services (Resource 3200)	356,930	506,930	506,930	80,000
Intrafund Transfer to General Operating (Resource 1000)	450,000	380,000	380,000	0
Total Expenditures	\$ 842,615	\$ 923,080	\$ 923,080	\$ 89,353
Revenues Over (Under) Expenditures	\$ 20,831	\$ (59,639)	\$ (59,639)	\$ 361,813
Beginning Fund Balance	87,633	108,464	108,464	108,464
Ending Fund Balance	\$ 108,464	\$ 48,825	\$ 48,825	\$ 470,277
Ending Cash Balance				\$ 470,277

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Customized Solutions is used to record the revenues and expenditures associated with customized training programs offered to local businesses and their employees.

**Fund 11, Resource 1170 - Customized Solutions**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 273,316	\$ 452,513	\$ 452,513	\$ 7,477
Intrafund Transfer from General Operating (Resource 1000)	173,470	173,470	173,470	0
Total Revenue	<u>\$ 446,786</u>	<u>\$ 625,983</u>	<u>\$ 625,983</u>	<u>\$ 7,477</u>
Expenditures				
Academic Salaries	\$ 400	\$ 5,700	\$ 5,700	\$ 400
Classified Salaries	95,874	144,239	144,239	45,249
Employee Benefits	27,627	42,250	42,250	10,624
Materials & Supplies	9,270	31,000	31,000	3,653
Services	133,601	254,923	254,923	39,452
Total Expenditures	<u>\$ 266,772</u>	<u>\$ 478,112</u>	<u>\$ 478,112</u>	<u>\$ 99,378</u>
Revenues Over (Under) Expenditures	\$ 180,014	\$ 147,871	\$ 147,871	\$ (91,901)
Beginning Fund Balance	86,701	266,715	266,715	266,715
Ending Fund Balance	<u>\$ 266,715</u>	<u>\$ 414,586</u>	<u>\$ 414,586</u>	<u>\$ 174,815</u>
Ending Cash Balance				<u>\$ 152,371</u>



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Redevelopment Pass-Through receives a portion of tax increment revenues from various redevelopment projects within the boundaries of the District. Currently, expenditures are restricted to capital projects located in the redevelopment project areas generating the tax increment revenues.

**Fund 12, Resource 1180 - Redevelopment Pass-Through**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 972,143	\$ 1,000,989	\$ 1,000,989	\$ 17,516
Expenditures				
Services	\$ 142,829	\$ 156,100	\$ 156,100	\$ 58,741
Total Expenditures	\$ 142,829	\$ 156,100	\$ 156,100	\$ 58,741
Revenues Over (Under) Expenditures	\$ 829,314	\$ 844,889	\$ 844,889	\$ (41,224)
Beginning Fund Balance	2,172,196	3,001,510	3,001,510	3,001,510
Ending Fund Balance	<u>\$ 3,001,510</u>	<u>\$ 3,846,399</u>	<u>\$ 3,846,399</u>	<u>\$ 2,960,286</u>
Ending Cash Balance				<u>\$ 1,890,631</u>

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Grants and Categorical Programs is used to account for financial activity for each of the District's grant and categorical programs.

**Fund 12, Resource 1190 - Grants and Categorical Programs**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 15,597,910	\$ 22,155,203	\$ 22,902,720	\$ 6,025,882
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	612,109	665,157	665,157	166,289
For Federal Work Study	135,760	140,155	140,155	26,308
For Matriculation	272,645	0	0	0
For Instructional Equipment	539,047	222,028	222,028	222,028
Total Revenues	<u>\$ 17,157,471</u>	<u>\$ 23,182,543</u>	<u>\$ 23,930,060</u>	<u>\$ 6,440,507</u>
Expenditures				
Academic Salaries	\$ 2,884,240	\$ 4,072,998	\$ 4,281,319	\$ 974,663
Classified Salaries	4,692,454	6,571,377	6,722,289	1,806,908
Employee Benefits	2,174,675	2,849,356	2,941,919	531,527
Materials & Supplies	1,439,600	2,128,838	2,231,321	167,135
Services	2,959,657	4,029,694	4,289,471	448,406
Capital Outlay	2,670,122	3,082,028	3,037,551	521,634
Scholarships	65,231	213,765	188,203	6,000
Student Grants (Financial, Book, Meal, Transportation)	271,492	234,487	237,987	156,842
Total Expenditures	<u>\$ 17,157,471</u>	<u>\$ 23,182,543</u>	<u>\$ 23,930,060</u>	<u>\$ 4,613,114</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 1,827,393
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,827,393</u>
Ending Cash Balance				<u>\$ 592,303</u>

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Food Services is used to account for the financial activities for all food service operations in District facilities, except for the Culinary Academy on Spruce Street. It is intended to be self-sustaining.

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,221,257	\$ 1,221,231	\$ 1,221,231	\$ 349,080
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>356,930</u>	<u>506,930</u>	<u>506,930</u>	<u>80,000</u>
Total Revenues	<u>\$ 1,578,187</u>	<u>\$ 1,728,161</u>	<u>\$ 1,728,161</u>	<u>\$ 429,080</u>
Expenditures				
Classified Salaries	\$ 624,505	\$ 632,710	\$ 632,710	\$ 200,267
Employee Benefits	229,286	266,147	266,147	49,579
Materials & Supplies	689,248	689,993	689,993	247,766
Services	103,355	251,225	251,225	27,577
Capital Outlay	<u>468</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 1,646,862</u>	<u>\$ 1,840,075</u>	<u>\$ 1,840,075</u>	<u>\$ 525,189</u>
Revenues Over (Under) Expenditures	\$ (68,675)	\$ (111,914)	\$ (111,914)	\$ (96,109)
Beginning Fund Balance	<u>295,949</u>	<u>227,274</u>	<u>227,274</u>	<u>227,274</u>
Ending Fund Balance	<u>\$ 227,274</u>	<u>\$ 115,360</u>	<u>\$ 115,360</u>	<u>\$ 131,164</u>
Ending Cash Balance				<u>\$ 110,662</u>

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

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,144,168	\$ 1,230,457	\$ 1,230,457	\$ 404,791
Interfund Transfer from General Operating (Resource 1000)	220,000	220,000	220,000	55,000
Total Revenues	<u>\$ 1,364,168</u>	<u>\$ 1,450,457</u>	<u>\$ 1,450,457</u>	<u>\$ 459,791</u>
Expenditures				
Academic Salaries	\$ 837,349	\$ 914,833	\$ 914,833	\$ 244,480
Classified Salaries	165,242	189,371	189,371	35,676
Employee Benefits	199,107	213,504	213,504	40,089
Materials & Supplies	41,684	65,340	65,340	13,410
Services	49,943	58,670	58,670	28,522
Capital Outlay	2,014	8,000	8,000	851
Total Expenditures	<u>\$ 1,295,339</u>	<u>\$ 1,449,718</u>	<u>\$ 1,449,718</u>	<u>\$ 363,028</u>
Revenues Over (Under) Expenditures	\$ 68,829	\$ 739	\$ 739	\$ 96,762
Beginning Fund Balance	<u>30,549</u>	<u>99,379</u>	<u>99,379</u>	<u>99,379</u>
Ending Fund Balance	<u>\$ 99,379</u>	<u>\$ 100,118</u>	<u>\$ 100,118</u>	<u>\$ 196,141</u>
Ending Cash Balance				<u>\$ 193,017</u>

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State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160).

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,346,375	\$ 9,632,003	\$ 9,632,003	\$ 1,202,247
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	0	293,742	293,742	293,742
Total Revenues	\$ 4,346,375	\$ 9,925,745	\$ 9,925,745	\$ 1,495,989
Expenditures				
Materials & Supplies	\$ 11,654	\$ 5,209	\$ 5,209	\$ 0
Services	82	6,531	6,531	0
Capital Outlay	4,435,325	10,556,791	10,556,791	1,604,114
Total Expenditures	\$ 4,447,061	\$ 10,568,531	\$ 10,568,531	\$ 1,604,114
Revenues Over (Under) Expenditures	\$ (100,686)	\$ (642,786)	\$ (642,786)	\$ (108,125)
Beginning Fund Balance	743,472	642,786	642,786	642,786
Ending Fund Balance	\$ 642,786	\$ 0	\$ 0	\$ 534,661
Ending Cash Balance				\$ (643,180)

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Child Development Center Capital was established to account for the construction and expansion of the District's childcare facilities.

**Fund 41, Resource 4110 - Child Development Center Capital**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,226	\$ 500	\$ 500	\$ 158
Expenditures				
Materials & Supplies	\$ 522	\$ 0	\$ 0	\$ 0
Capital Outlay	860	49,055	49,055	0
Total Expenditures	\$ 1,382	\$ 49,055	\$ 49,055	\$ 0
Revenues Over (Under) Expenditures	\$ 1,844	\$ (48,555)	\$ (48,555)	\$ 158
Beginning Fund Balance	46,711	48,555	48,555	48,555
Ending Fund Balance	\$ 48,555	\$ 0	\$ 0	\$ 48,713
Ending Cash Balance				\$ 48,713

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Non-State Funded Capital Outlay Projects was established to account for financial activities related to the acquisition or construction of major capital projects that are funded from non-state revenue sources.

**Fund 41, Resource 4120 - Non-State Funded Capital Outlay Projects**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 20	\$ 20	\$ 20	\$ 2
Expenditures				
Capital Outlay	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 20	\$ 20	\$ 20	\$ 2
Beginning Fund Balance	485	505	505	505
Ending Fund Balance	<u>\$ 505</u>	<u>\$ 525</u>	<u>\$ 525</u>	<u>\$ 507</u>
Ending Cash Balance				<u>\$ 507</u>

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La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

**Fund 41, Resource 4130 - La Sierra Capital**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 400,095	\$ 489,501	\$ 489,501	\$ 32,961
Proceeds from the sale of the La Sierra Property	<u>9,035,971</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 9,436,066</u>	<u>\$ 489,501</u>	<u>\$ 489,501</u>	<u>\$ 32,961</u>
Expenditures				
Services	\$ 19,445	\$ 18,893	\$ 18,893	\$ 94
Capital Outlay	<u>4,347,965</u>	<u>2,278,214</u>	<u>2,278,214</u>	<u>1,345</u>
Total Expenditures	<u>\$ 4,367,410</u>	<u>\$ 2,297,107</u>	<u>\$ 2,297,107</u>	<u>\$ 1,439</u>
Revenues Over (Under) Expenditures	\$ 5,068,656	\$ (1,807,606)	\$ (1,807,606)	\$ 31,522
Beginning Fund Balance	<u>6,113,030</u>	<u>11,181,686</u>	<u>11,181,686</u>	<u>11,181,686</u>
Ending Fund Balance	<u>\$ 11,181,686</u>	<u>\$ 9,374,080</u>	<u>\$ 9,374,080</u>	<u>\$ 11,213,208</u>
Ending Cash Balance				<u>\$ 10,143,553</u>



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Self-Funded Equipment and Facility Projects was established to provide for Board approved capital projects. The funding source for this resource was one-time, overcap growth money.

**Fund 41, Resource 4150 - Self-Funded Equipment and Facility Projects**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 23,985	\$ 0	\$ 0	\$ 34
Expenditures				
Interfund Transfers to:				
General Operating (Resource 1000)	\$ 1,123,870	\$ 15,985	\$ 15,985	\$ 14,826
Total Expenditures	\$ 1,123,870	\$ 15,985	\$ 15,985	\$ 14,826
Revenues Over (Under) Expenditures	\$ (1,099,885)	\$ (15,985)	\$ (15,985)	\$ (14,792)
Beginning Fund Balance	1,115,870	15,985	15,985	15,985
Ending Fund Balance	\$ 15,985	\$ 0	\$ 0	\$ 1,193
Ending Cash Balance				\$ 1,193

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General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

**Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,726,681	\$ 1,500,000	\$ 1,878,000	\$ 145,522
Expenditures				
Classified Salaries	\$ 0	\$ 147,834	\$ 147,834	\$ 13,514
Employee Benefits	0	53,390	53,390	4,997
Materials & Supplies	13,131	21,869	21,869	0
Services	243,283	182,837	182,837	52,060
Capital Outlay	18,081,475	27,279,703	34,567,012	5,273,474
Intrafund Transfers to:				
State Construction (Resource 4100)	0	293,742	293,742	293,742
Total Expenditures	\$ 18,337,889	\$ 27,979,375	\$ 35,266,684	\$ 5,637,787
Revenues Over (Under) Expenditures	\$ (16,611,208)	\$ (26,479,375)	\$ (33,388,684)	\$ (5,492,265)
Beginning Fund Balance	50,782,712	34,171,504	34,171,504	34,171,504
Ending Fund Balance	\$ 34,171,504	\$ 7,692,129	\$ 782,820	\$ 28,679,239
Ending Cash Balance				\$ 28,719,595

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Health and Liability Self-Insurance is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

**Fund 61, Resource 6100 - Health and Liability Self-Insurance**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,423,670	\$ 4,431,168	\$ 4,431,168	\$ 1,514,689
Interfund transfer from General Operating (Resource 1000)	500,000	250,000	250,000	62,500
Total Revenue	<u>\$ 4,923,670</u>	<u>\$ 4,681,168</u>	<u>\$ 4,681,168</u>	<u>\$ 1,577,189</u>
Expenditures				
Classified Salaries	\$ 139,672	\$ 161,673	\$ 161,673	\$ 52,811
Employee Benefits	44,825	52,906	52,906	13,657
Materials & Supplies	3,307	3,900	3,900	1,608
Services	2,739,930	4,094,050	4,094,050	1,034,639
Capital Outlay	37,756	80,568	80,568	27,823
Total Expenditures	<u>\$ 2,965,490</u>	<u>\$ 4,393,097</u>	<u>\$ 4,393,097</u>	<u>\$ 1,130,538</u>
Revenues Over (Under) Expenditures	\$ 1,958,180	\$ 288,071	\$ 288,071	\$ 446,652
Beginning Fund Balance	110,881	2,069,061	2,069,061	2,069,061
Ending Fund Balance	<u>\$ 2,069,061</u>	<u>\$ 2,357,132</u>	<u>\$ 2,357,132</u>	<u>\$ 2,515,713</u>
Ending Cash Balance				<u>\$ 3,278,841</u>

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Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers compensation self-insurance program.

**Fund 61, Resource 6110 - Workers' Compensation Self-Insurance**

	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,150,767	\$ 1,391,620	\$ 1,391,620	\$ 398,610
Expenditures				
Classified Salaries	\$ 42,340	\$ 58,508	\$ 58,508	\$ 19,108
Employee Benefits	13,915	21,828	21,828	5,025
Materials & Supplies	1,071	620	620	154
Services	1,553,161	1,174,880	1,174,880	246,358
Total Expenditures	\$ 1,610,487	\$ 1,255,836	\$ 1,255,836	\$ 270,645
Revenues Over (Under) Expenditures	\$ (459,720)	\$ 135,784	\$ 135,784	\$ 127,965
Beginning Fund Balance	806,383	346,663	346,663	346,663
Ending Fund Balance	\$ 346,663	\$ 482,447	\$ 482,447	\$ 474,628
Ending Cash Balance				\$ 2,012,006

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

	<u>Associated Students of RCC</u>			
	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 590,083</u>	<u>\$ 601,000</u>	<u>\$ 601,000</u>	<u>\$ 283,537</u>
Expenditures				
Materials & Supplies	<u>\$ 568,064</u>	<u>\$ 601,000</u>	<u>\$ 601,000</u>	<u>\$ 140,047</u>
Total Expenditures	<u>\$ 568,064</u>	<u>\$ 601,000</u>	<u>\$ 601,000</u>	<u>\$ 140,047</u>
Revenues Over (Under) Expenditures	\$ 22,019	\$ 0	\$ 0	\$ 143,490
Beginning Fund Balance	<u>1,011,610</u>	<u>1,033,629</u>	<u>1,033,629</u>	<u>1,033,629</u>
Ending Fund Balance	<u>\$ 1,033,629</u>	<u>\$ 1,033,629</u>	<u>\$ 1,033,629</u>	<u>\$ 1,177,119</u>
Ending Cash Balance				<u>\$ 1,977,659</u>

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Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program.

	<u>Student Financial Aid</u>			
	Prior Year Actuals 7-1-05 to 6-30-06	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 2,423,774</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 1,879,665</u>
Total Expenditures	<u>\$ 15,049,054</u>	<u>\$ 15,785,943</u>	<u>\$ 15,785,943</u>	<u>\$ 1,879,665</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 544,109
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>\$ 544,109</u>
Ending Cash Balance				<u>\$ 612,788</u>

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RCCD Development Corporation is used to account for financial transactions related to the development corporation. This corporation currently has very little activity but remains operational should the District need to use it for future transactions related to property development. Revenues consist of interest income. Expenses are for tax filing fees paid to the state.

**RCCD Development Corporation**

	Prior Year Actuals <u>7-1-05 to 6-30-06</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 16	\$ 0	\$ 0	\$ 5
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 16	\$ 0	\$ 0	\$ (15)
Beginning Fund Balance	16,237	16,253	16,253	16,253
Ending Fund Balance	<u>\$ 16,253</u>	<u>\$ 16,253</u>	<u>\$ 16,253</u>	<u>\$ 16,238</u>
Ending Cash Balance				<u>\$ 16,238</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: IX-A

DATE: December 12, 2006

Subject: Resolution No. 17 – 06/07 – Resolution in Support of the DREAM Act

Background: On November 18, 2006, the California Community College Trustees Board acted to support the resolution and is asking the District to bring the resolution to the Board for similar supportive action by the end of January 2007 so staff can report on California action at the Association of Community College Trustees National Legislative Seminar in Washington, D.C., in February.

Recommended Action: It is recommended that the Board of Trustees adopt the Resolution in Support of the Dream Act – Resolution No. 17-06/07.

Salvatore G. Rotella  
Chancellor

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 17-06/07 - Resolution in Support of the DREAM Act

WHEREAS, the DREAM (Development, Relief and Education for Alien Minors) Act was introduced in 2003 and re-introduced last year in the U.S. Congress;

WHEREAS, the DREAM Act would permit certain immigrant students who have grown up in the United States to apply for temporary legal status and eventually obtain permanent status and become eligible for citizenship if they attend college or serve in the United States military;

WHEREAS, the DREAM Act would eliminate a federal provision that penalizes states that provide in-state tuition without regard to immigration status;

WHEREAS, the DREAM Act would have a life-changing impact on students who qualify, dramatically increasing their future earnings and human capital while significantly reducing criminal justice and social services costs to taxpayers;

WHEREAS, the Dream Act recognizes that students who have graduated from a state high school should be able to pay in-state fees at public universities and colleges;

WHEREAS, California is one of ten states that provides in-state college and university fees to be paid by students who have been educated in a California high school for three years, graduated from a California school and met college admission standards;

WHEREAS, the Riverside Community College Board of Trustees recognizes that the investment made in these students' college education will be repaid through a stronger economy;

WHEREAS, denying these hard-working students the opportunity to enter the American workforce sends all immigrant students a contradictory message about the importance of graduating from high school and results in a waste of human potential and of an investment the states have already made into their K-12 and college educations;

THEREFORE, BE IT RESOLVED that the Riverside Community College District Board of Trustees feels that it is important for this district to continue encouraging students, regardless of immigration status, to strive to gain a higher education; and

BE IT FURTHER RESOLVED, that the Riverside Community College District Board of Trustees encourages all California and U.S. Senators and Representatives to fully support legislation to enact the federal Dream Act in the coming legislative session.

Adopted by Riverside Community College Board of Trustees, December 12, 2006,

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