

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
March 15, 2005 - 6:00 p.m. – Board Room AD122, Riverside Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Closed Session

- Pursuant to Government Code Section 54956.8, conference with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding property located at 3801 Market Street and 3892 University Avenue, Riverside.

**Recommended Action: To be Determined**

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

**Recommended Action: To be Determined**

I. Approval of Minutes - Adjourned Special meeting of February 9, 2005  
Regular meeting of February 22, 2005

II. Chancellor’s Reports

A. Communications

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

**Information Only**

1. “Recognition of Chief Lee Wagner and College Safety and Police Department” – Dr. Linda Lacy, Vice Chancellor, Student Services/Operations

B. Public Notice – District’s Counter Proposal to Riverside Community College Classified Employees, Chapter #535, California School Employees Association 2005-2008 Contract Proposal

- Transmitted to the Board for information only as required by Government Code Section 3547(a) for public record.

**Information Only**

- C. Resolution in Recognition of Nate DeFrancisco's Service to the College – Resolution No. 25-04/05
  - Recommend approving the resolution of recognition for exemplary service to the College, contributions to the community, and to wish him well in his new life in Texas.

**Recommended Action: Request for Approval**

III. Student Report

IV. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

- (a) Overload Assignment, Winter Intersession 2005
- (b) Part-Time Faculty, Hourly Assignments, Winter Intersession 2005
- (c) Child Development Center Hourly Employees, Winter Intersession 2005
- (d) Overload Assignment, Spring Semester 2005
- (e) Part-Time Faculty, Hourly Assignments, Spring Semester 2005
- (f) Child Development Center Hourly Employees, Spring Semester 2005
- (g) Atypical Teaching Assignments, Spring Semester 2005
- (h) Extra-Curricular Assignments, Spring Semester 2005

- (i) Special Assignments
    - (j)\* Management
  - 2. Position Reclassification
- b. Classified Personnel
  - 1. Appointments
    - (a) District
    - (b) Short Term
    - (c) Temporary As Needed Student Workers
  - 2. Professional Growths
  - 3. Request to Adjust Effective Date
  - 4. Revise Permanent Increase in Workload for Permanent Part-time Position
  - 5. Request for Leave Under the Federal Family and Medical Leave Act of 1993
  - 6. Placement of Classified Bargaining Unit Employees on Reemployment List
  - 7. Separation
- 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. Budget Adjustments
  - a. Budget Adjustments
    - Request approving 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. 26-04/05 Subcontract with the Regents of the University of California
      - Recommend adopting a resolution to add income and expenditures to the adopted budget, contingent on approval of Item V-A-2-a.
    - 2. Resolution to Amend Budget – Resolution No. 27-04/05 National Aeronautics and Space Administration (NASA) Artificial Neural Network (ANN) Development
      - Recommend adopting a resolution to add income and expenditures to the adopted budget.
  - c. Contingency Budget Adjustments (None)
5. Bid Awards
- a. Purchase Using California Multiple Award Schedules, and General Services Administration Federal Supply Service Schedules
    - Recommend approving the purchase of computer switches using the California Multiple Award Schedules (CMAS) in accordance with Public Contract Code Section 20652.
  - b. Purchase Using Western States Contracting Alliance, Department of General Services
    - Recommend approving the purchase of computers for the Riverside and Moreno Valley campuses using Western States Contracting Alliance (WSCA) contracts, in accordance with Public Contract Code Section 20652.
6. Donations (None)
7. Out-of-State Travel
  - Recommend approving out-of-state travel requests.
8. Grants, Contracts and Agreements (None)



9. Other Items

- a. Surplus Property
  - Recommend declaring listed property as surplus, finding the property does not exceed \$5,000, and authorizing the property be consigned to be sold on behalf of the District.

**Recommended Action: Request for Approval**

B. Information

- 1. Monthly Financial Report
  - Informational report relative to financial activity from July 1, 2004 through February 28, 2005.

**Information Only**

V. Board Committee Reports

A. Academic Affairs and Student Services

- 1. Performance Riverside/Riverside School for the Arts
  - a. Agreement with Nick DeGruccio
    - Recommend ratifying the agreement for delivery of the direction, creation of the musical staging, and development of the concept for the set design of “Fantasticks” for Performance Riverside, from February 24-April 1, 2005.
  - b. Agreement with Sarah Stevenson
    - Recommend approving the agreement for delivery of research related to curriculum development, arts assessment and student learning outcomes for Riverside School for the Arts, from March 16-June 17, 2005.
  - c. Agreement with Kristen Johansen
    - Recommend approving the agreement for delivery of a residency in dance and movement for Riverside School for the Arts, from April 6-April 8, 2005.
  - d. Agreement with ZFX, Incorporated
    - Recommend approving the agreement for flying effects, which includes supervision of the installation, choreography, training and instruction on equipment

removal/return for Performance Riverside's Fantasticks, from March 22-25, 2005.

**Recommended Action: Request for Approval**

2. School of Education
  - a. Subcontract with the University of California, Riverside  
- Recommend approving the subcontract to serve students preparing to become science teachers, from March 16, 2005 through September 30, 2009.
  - b. Agreement with Kristine D. Nicholls  
- Recommend approving the agreement to provide consultation services identified in the FIPSE grant award, from March 16, 2005 through September 30, 2007.
  - c. Resolution No. 24-04/05 to Participate in the California Department of Education 2004/05 Childcare Food Program  
- Recommend ratifying the resolution which allows the District to provide meals for children enrolled in the Child Development Program, effective October 1, 2004.

**Recommended Action: Request for Approval**

3. Open Campus
  - a. Agreement with WebCT, Inc. and California Community College Foundation  
- Recommend approving the agreement to purchase hosting, licensing and integration with Datatel Campus Edition for Open Campus online-related distance education courses, from April 1, 2005 through March 31, 2008.
  - b. Agreement with WebCT, Inc.  
- Recommend approving the agreement to purchase the online content migration and integration to a new dedicated server for Open Campus online-related distance education courses, from April 1, 2005 through March 31, 2008.

- c. Agreement with Datatel, Inc.
  - Recommend approving the agreement to purchase content migration and integration to a new dedicated server for Open Campus online-related distance education courses, from April 1, 2005 through March 31, 2008.
  
- d. Agreement with Datatel, Inc.
  - Recommend approving agreement to purchase online Datatel plug-in interface for a new dedicated server for Open Campus online-related distance education courses, from April 1, 2005 through March 31, 2008.

**Recommended Action: Request for Approval**

4. Nursing Education

- a. Affiliation Agreement with Department of Veterans Affairs (VA)
  - Recommend approving the continuing Affiliation Agreement to provide clinical sites for RCCD Nursing students, remaining in effect until notice is served by either party.
  
- b. Affiliation Agreement with Catholic Healthcare West on behalf of St. Bernadine Medical Center
  - Recommend approving the new Affiliation Agreement to provide clinical sites for RCCD Nursing student, for two years commencing March 1, 2004.
  
- c. Security Rule Amendment to Business Associate Agreement
  - Recommend approving the Security Rule Amendment to the current Business Associate Agreement with Riverside Community Hospital, covering the term of the current agreement, which began September 17, 2003 and continues through September 16, 2005.

**Recommended Action: Request for Approval**

5. Affiliation Agreement for Clinical Training with D. V. Urgent Care  
- Recommend approving the Affiliation Agreement for Clinical Training to provide a venue for physician assistant students for training in the practice of emergency medicine, for the period of one year beginning March 16, 2005.  
**Recommended Action: Request for Approval**
6. Agreement with National Aeronautics Space Administration (NASA)  
- Recommend approving the agreement for Dr. Mark E. Lehr to develop an Artificial Neural Network to be utilized in the Component Test Laboratory at the NASA White Sands Test Facility, from March 16-October 31, 2005.  
**Recommended Action: Request for Approval**

B. Planning and Development

1. Agreement with Michael G. Dolence and Associates  
- Recommend approving the renewal of the agreement to assist the District throughout its strategic planning process.  
**Recommended Action: Request for Approval**
2. Moreno Valley Phase III – Project Proposal  
- Recommend approving the estimated budget and the hiring of John R. Byerly for soils investigation.  
**Recommended Action: Request for Approval**
3. Approve Change in Project Scope and Estimated Budget, Amend Agreement to Hire GKK Corporation to Prepare the Final Project Proposal (FPP) Submittal and Authorize Soils Investigation for Nursing/Science, Riverside City Campus  
- Recommend approving the change in scope of the Nursing/Science facility, the estimated budget, the amendment to the agreement hiring GKK Corporation to develop an FPP, and the hiring of John R. Byerly to conduct soil samples.  
**Recommended Action: Request for Approval**
4. Resolution No. 23-04/05 of the Board of Trustees of Riverside Community College District and Letter of Intent Regarding the Creation of the “Riverside School for Performing and Media Arts” Education Center (Sacramento Project Name Only)  
- Recommend approving the resolution to create the “Riverside School for Performing and Media Arts” Education Center and

the associated Letter of Intent, and authorize their submittal to CPEC and the State Chancellor's Office.

**Recommended Action: Request for Approval**

5. Bridge Project (11 District Portables) – Project Proposal  
- Recommend approving the Bridge Project, the associated budget, the use of Measure C Funds, and the hiring of KCT Consultants, Inc. and higginson + cartoizian architects, inc. for the associated engineering and architectural services.

**Recommended Action: Request for Approval**

6. Agreement – RCCD Public Safety Initiative Contract – Michael G. Dolence and Associates  
- Recommend approving the agreement to assist the District with a project termed the RCCD Public Safety Initiative, from March 16-June 30, 2005.

**Recommended Action: Request for Approval**

C. Personnel and Labor Relations

1. Resolution No. 21-04/05 – Resolution to Recognize Classified School Employee Week  
- Recommend adopting the resolution and designating the week of May 16-20, 2005 as Classified School Employee Week.

**Recommended Action: Request for Approval**

D. Finance and Audit

1. 2005-2006 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 22-04/05  
- Recommend approving a resolution authorizing the borrowing of funds for fiscal year 2005-2006, the issuance and sale of a 2005-2006 Tax and Revenue Anticipation Note, participation in the California School Cash Revenue Reserve program, requesting the Board of Supervisors of the County to issue and sell said note, and authorizing the signature of appropriate documents.

**Recommended Action: Request for Approval**

2. Change Order No. 1 – Final – Moreno Valley Early Childhood Education Center  
- Recommend authorizing a change order for the Moreno Valley Early Childhood Center project.

**Recommended Action: Request for Approval**

- E. Legislative (None)
- F. Board of Trustees Committee Meeting Minutes
  - Recommend receipt of Board committee minutes from the February 7, 2005 Academic Affairs and Student Services Committee and Personnel and Labor Relations Committee Meetings, and the February 8, 2005 Planning and Development Committee and Finance and Audit Committee Meetings.**Information Only**

VI. Administrative Reports

- A. Vice Chancellors
- B. Provosts

VII. Academic Senate Report

VIII. Business from Board Members

- A. CCCT Board of Directors Election – 2005
  - Recommend voting for Board President Mark Takano for re-election to the CCCT Board of Directors.**Recommended Action: Request for Approval**

IX. Comments from the Public

X. Adjournment

MINUTES OF THE ADJOURNED SPECIAL BOARD OF TRUSTEES  
MEETING OF FEBRUARY 9, 2005

President Figueroa reconvened the adjourned special meeting at 6:10 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

Mrs. Kathleen Daley  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano

Trustees Absent

Ms. Gina Grace, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, Chancellor  
Mrs. Virginia MacDonald, Chief of Staff/Executive Assistant to the President  
Mrs. Amy Cardullo, Director, RCC Foundation and Alumni Affairs

The Board adjourned to closed session at 6:00 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding property located at 3550 Ramona Drive, Riverside, and, pursuant to Government Code Section 54957, public employee discipline/dismissal/release (Attorney Brad Neufeld, Best, Best & Krieger).

CLOSED SESSION

The Board reconvened to open session at 10:30 p.m., announcing no action taken, and adjourned the meeting.

ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF FEBRUARY 22, 2005

President Takano called the regular meeting of the Board of Trustees to order at 6:24 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley (arrived at 6:42 p.m.)  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano

Trustees Absent

Ms. Gina Grace, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, Provost, Norco Campus  
Dr. Richard Tworek, Provost, Moreno Valley Campus  
Ms. Virginia MacDonald, Chief of Staff/Executive Assistant to the Chancellor  
Dr. Susan Mills, Associate Vice President, Institutional Effectiveness  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs  
Institutional Advancement  
Ms. Virginia McKee-Leone, President, Academic Senate

Board Member Mary Figueroa led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

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

CLOSED SESSION

The Board reconvened to open session at 6:48 p.m., announcing no action taken.

RECONVENEMENT

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the special meeting of January 24, 2005 and the regular meeting of January 25, 2005. Motion carried. (5 ayes)

MINUTES OF SPECIAL MEETING OF JANUARY 24, 2005 AND REGULAR MEETING OF JANUARY 25, 2005



CHANCELLOR’S REPORTS

The Board received the contract proposal for public record.

Public Notice – Riverside Community College Classified Employees, Chapter #535, California School Employees Association 2005-2008 Contract Proposal

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement between the District and Overland Pacific and Cutter, Inc., from February 23, 2005 through December 31, 2005, for \$109,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Overland Pacific and Cutter, Inc. for Acquisition and Relocation Services for the Market Street/University Avenue Project

Ms. Daley, seconded by Mr. Medina, moved that the Board of Trustees approve the title change for Ms. Monica Delgadillo-Flores from Director, Diversity, Equity and Compliance/Assistant to the Chancellor, Salary Range: 19.4, to Interim Dean, Student Services (Riverside City Campus), no change in salary, effective February 23, 2005 through August 25, 2005. Motion carried. (4 ayes, 1 no [Slocum])

Personnel Reassignments

Dr. Rotella withdrew items IV-A-1-b-2 and V-D-3 from consideration.

Classified Personnel – Reclassification of Classified Supervisory Position in Academic Affairs and Award of Bid – Parking Structure, Riverside City Campus

CONSENT ITEMS

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

Action

Approve the listed amended academic and classified appointments, and assignment and salary adjustments; (Appendix No. 42)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$5,245,169.12, and District Warrant Claims totaling \$3,981,292.57; (Appendix No. 43)

Purchase Order and Warrant Report – All District Funds

Approve amendment to employment contracts and terminations as listed; (Appendix No. 44)

Annuities

Approve the budget transfers as presented; (Appendix No. 45)

Budget Adjustments

Approve adding the revenue and expenditures of \$5,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution, contingent upon the Board of Trustee's approval of Board Report No. V-A-5;

Resolution to Amend Budget – Resolution No. 16-04/05 2004-2005 GEAR-UP Passport Plus Memorandum of Understanding with Grossmont-Cuyamaca Community College District

Approve adding the revenue and expenditures of \$5,266 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 17-04/05 2004-2005 Telecommunications and Technology Infrastructure Program

Approve adding the additional revenue and expenditures of \$23,800 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 18-04/05 The Community Foundation Grant – Planning to Improve Access and Retention

Approve adding revenue and expenditures of \$186,194 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 19-04/05 2004-2005 Disabled Student Programs and Services

Approve adding additional revenue and expenditures of \$91,786 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution, contingent upon approval of Board Report No. V-A-2;

Resolution to Amend Budget – Resolution No. 20-04/05 Industry Driven Regional Collaborative/California Alliance for Digital Manufacturing (IDRC/CADM)

Approve the contingency budget transfers, by a two-thirds vote of the members, as presented; (Appendix No. 46)

Contingency Budget Adjustments

Award the bid for the Mobile Bleachers and Performance Platform to Century Industries, in the amount of \$249,303, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Award of Bid – Mobile Bleachers and Performance Platform, Riverside City Campus

Accept the donations as listed; (Appendix No. 47)

Donations

Grant out-of-state travel as listed; (Appendix No. 48)

Out-of-State Travel

Declare the property listed to be surplus, find that the property does not exceed the 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. 49)

Surplus Property

Motion carried. (5 ayes)

#### Information

In accordance with Board Policy 1040.1, the President has accepted the resignations of Ms. Janet Long, Project Director, Developing Hispanic-Serving Institutions Title V Grant, effective March 31, 2005, for personal reasons, Ms. Angela Lee, Administrative Secretary, effective February 28, 2005, for personal reasons, Ms. Marilyn Mathieu, District Controller, effective February 7, 2005, for career advancement, Mr. Dennis Robbins, Maintenance Site Manager, effective March 31, 2005, for retirement, and Ms. Alberta Williams, Secretary IV, effective February 3, 2005, for personal reasons.

Separations

The Board received an informational summary of financial activity from July 1, 2004 through January 31, 2004.

Monthly Financial Report

## BOARD COMMITTEE REPORTS

### Academic Affairs and Student Services

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

Approve the agreement between Riverside Community College District and Mike Stern, in the amount of \$1,000, taking place on March 18, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Agreement with Mike Stern

Approve the service contract between Riverside Community College District and Scott Janssen, from March 27-April 10, 2005, in the amount of \$1,500, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Agreement with Scott Janssen

Approve the agreement between Riverside Community College District and Brett Strader, from March 27-April 10, 2005, for a fee of \$2,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Brett Strader

Approve the agreement between Riverside Community College District and James Wunderlich, from February 23-March 17, 2005, for \$1,500, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Agreement with James Wunderlich

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the subcontract with College of the Canyons, with the Riverside Community College District Center for Applied Competitive Technologies to implement the applicable portions of the grant in the Inland Empire and receiving a total of \$144,231 over the twenty months of the grant, and authorize the Vice

Subcontract with Santa Clarita Community College District, DBA College of the Canyons

Chancellor, Administration and Finance, to sign the subcontract. Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement between Riverside Community College District and Maryann Beaman, from February 23-June 30, 2005, for an amount not to exceed \$10,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Maryann Beaman

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the agreement between Riverside Community College District and Carlos Cortés, from April 1-August 31, 2005, for \$2,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Carlos Cortés

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the memorandum of understanding beginning in the 2004-2005 academic year, at no cost to the District, with GCCCD paying RCCD the sum of \$5,000 as compensation for its participation as a pilot site, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Memorandum of Understanding between Grossmont-Cuyamaca Community College District (GCCCD) and Riverside Community College District (RCCD)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the contract between Riverside Community College District and G/S Consultants, from April 1-2, 2005, for a fee not to exceed \$6,250, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Contract with G/S Consultants – Judith Grutter

## Planning and Development

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve hiring Higginson+Cartozian Architects, Inc., from February 23, 2005 through February 28,

Agreement to Hire Higginson+Cartozian Architects, Inc. for Minor Capital and Remodel and

2006, for a 6% fee charged against each individual project, plus reimbursable expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the contract. Motion carried. (5 ayes)

Alteration Projects

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve hiring KCT Consultants, Inc, beginning February 23, 2005 through project completion, for \$12,000 plus reimbursable expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the contract. Motion carried. (5 ayes)

Agreement to Hire KCT Consultants, Inc. for the March Education Center Parking Lot Addition

#### Personnel and Labor Relations

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement between Riverside Community College District and Burke, Williams and Sorensen, LLP, for legal services and facilitation of a legal workshop on March 30, 2005, for an amount not to exceed \$500. Motion carried. (5 ayes)

Agreement with Burke, Williams and Sorensen, LLP

Ms. Figueroa, seconded by Ms. Daley, moved that the Board of Trustees approve revisions to Regulations for Policy 4026, effective July 1, 2004. Motion carried. (5 ayes)

Regulations for Policy 4026 – Confidential Classified Employees Salary Schedule

#### Finance and Audit

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve Change Order No. 1 for Cabral Roofing, for an increase of \$6,900, bringing the total cost to \$251,762, and authorize the Vice Chancellor, Administration and Finance, to sign the Change Order. Motion carried. (5 ayes)

Change Order No. 1 – Martin Luther King High-Tech Center Roof Replacement

Ms. Daley, seconded by Ms. Figueroa, that the Board of Trustees authorize the signing of the Waste Profile Sheet by the Vice Chancellor, Administration and Finance. Motion carried. (5 ayes)

Norco Campus – Waste Profile Sheet, Terms and Conditions

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees accept the Moreno Valley Early Childhood Education Center 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. Motion carried. (5 ayes)

Notice of Completion –  
Moreno Valley Early  
Childhood Education Center

Ms. Daley, seconded by Ms. Figueroa, moved that the Board of Trustees approve the Storm Water Filter Project budget in the amount of \$44,543, award the bid for the project to ABBCO Plumbing Services, in the amount of \$42,422, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Storm Water Filter Project,  
Riverside City Campus –  
Project Budget and Bid  
Award

The Board received for information the quarterly financial status report for the quarter ended December 31, 2004.

CCFS-311Q – Quarterly  
Financial Status Report for  
the Quarter Ended  
December 31, 2004

The Board received for information the minutes from the January 20, 2005 Academic Affairs and Student Services Committee, Planning and Development Committee, Personnel and Labor Relations Committee, and Finance and Audit Committee Meetings.

Board of Trustees  
Committee Meeting Minutes

Ms. McKee-Leone presented the report from the Academic Senate.

ACADEMIC SENATE REPORT

The Board adjourned the meeting at 8:26 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-B

Date: March 15, 2005

Subject: Public Notice – District's Counter-Proposal to Riverside Community College Classified Employees, Chapter #535, California School Employees Association 2005-2008 Contract Proposal

Background: Pursuant to Government Code Sections 3547 "(a) All initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at the public meeting of the public school employer and thereafter shall be public records."

The District has received the Chapter's Notice of Intent to Negotiate the Entire Contract and the Initial Proposal for 2005 contract negotiations. The District intends to negotiate the entire contract ending June 30, 2005. The initial proposal of the District is attached for review.

Recommended Action: There is no action required from the Board of Trustees at this time. This is submitted for public record.

Salvatore G. Rotella  
Chancellor

Prepared by: Rosella Marilao  
Associate Vice Chancellor, Human Resources



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**4800 MAGNOLIA AVENUE, RIVERSIDE, CA 92506-1299**  
**(951) 222-8000 FAX (951) 222-8702**

**CHANCELLOR'S OFFICE**

March 15, 2005

Michelle Davila  
President  
CSEA Chapter 535

Re: California School Employees Association Chapter #535  
2005 Contract Proposal

Dear Ms. Davila

The District has received the Chapter's Notice of Intent to Negotiate the Entire Contract and the Initial Proposal for 2005 Contract Negotiations.

The District intends to negotiate the entire contract ending June 30, 2005. The following is the initial proposal of the District:

**ARTICLE I - RECOGNITION**

- Revise the schedule of classified employees to reflect the three-college system.
- Revise the schedule of Exempt Classified Employees to reflect recent title changes.

**ARTICLE II – MANAGEMENT RIGHTS**

- Revise provisions to clarify management and employee rights during an emergency.

**ARTICLE X – HOURS OF WORK**

- Revise provisions to allow for classified employees to be assigned as disaster workers when a disaster is declared.

**ARTICLE XI - TRANSFERS**

- Clarify the transfer policies to provide for transfer between separate colleges in a three-college system.

**ARTICLE XII – PERFORMANCE EVALUATION**

- Review and clarify performance evaluation procedures.

ARTICLE XVI – ASSIGNMENT OF CLASSIFIED EMPLOYEES

- Clarify the assignment policies to accommodate the three-college system.

ARTICLE XX - PAID LEAVES OF ABSENCE

- Review the Extended Illness Leave (Paid Leave) provisions to provide for more equitable treatment of disabled employees.

ARTICLE XXII – FRINGE BENEFITS

- Revise the group health benefits to make them more equitable and to equalize the costs per employee.
- Revise the funding of the group health benefits to shift the burden of subsidizing expensive benefits from those least able to bear the cost.

ARTICLE XXIV – GRIEVANCE PROCEDURE

- Revise the titles of exempt classified employees to reflect title changes.
- Revise the grievance procedures to provide for college presidents and subordinate administrators in the three-college system to be part of the grievance procedure.

The District reserves the right to amend its proposals during the negotiation process.

The District is enthusiastic about working with the Association to achieve successful negotiations that benefit the Association members and improves the services to the students and taxpayers.

I will call you to set up the first meeting at your convenience.

Sincerely

Edward Godwin  
Director, Administrative Services  
(951) 222-8127  
[ed.godwin@rcc.edu](mailto:ed.godwin@rcc.edu)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-C

Date: March 15, 2005

Subject: Resolution in Recognition of Nate DeFrancisco's Service to the College –  
Resolution No. 25-04/05

Background: Attached for consideration by the Board of Trustees is a resolution prepared to recognize Dean Emeritus Nate DeFrancisco who served the District with distinction for more than 50 years, as a coach, faculty, administrator, and construction manager. His dedication to the District went beyond normal work hours and duties, extending to his participation as a long-time member of support organizations such as the RCC Tiger Backers and the RCC Foundation. Dean Emeritus DeFrancisco's service to the College and the community resulted in many recognitions including his 2004 induction into the RCC Hall of Fame.

Recommended Action: It is recommended that the Board of Trustee approve Resolution No. 25-04/05 prepared to recognize Dean Emeritus Nate DeFrancisco for his exemplary service to the College, to commend him for his contributions to the community, and to wish him well in his new life in Texas.

Salvatore G. Rotella  
Chancellor

Prepared by: Heidi Wills  
Administrative Assistant,  
Board of Trustees

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

Resolution No. 25-04/05

Resolution in Recognition of Nate DeFrancisco’s Service to the College

WHEREAS, Dean Emeritus Nate DeFrancisco served Riverside Community College District with distinction for more than 50 years; and,

WHEREAS, during this half century of service he served in many different capacities, including coach, faculty, administrator, and construction manager; and,

WHEREAS, as a coach he groomed student athletes for success in athletics and life; and,

WHEREAS, as a faculty member he helped ensure that students understood the importance of academic achievement; and,

WHEREAS, as a Student Services dean he had a positive impact on the lives of many generations of students, providing the support and encouragement they needed to have a successful and fulfilling college experience; and,

WHEREAS, as an administrator and a construction manager he had responsibility for many projects that helped make RCCD a first-class learning environment: the development of the Moreno Valley and Norco campuses, the construction of the Evans Park Sports Complex, and, most recently, the Digital Library & Learning Resource Center and the Martin Luther King, Jr. building conversion; and,

WHEREAS, his dedication to the College went beyond normal work hours and duties, extending to his participation as a long-time member of support organizations such as the RCC Tiger Backers and the RCC Foundation; and,

WHEREAS, his service to the College and the community resulted in many recognitions including his 2004 induction into the RCC Hall of Fame; and,

WHEREAS, he was the respected “face” of the College and was affectionately known to former players, colleagues, and community members as Mr. D;

THEREFORE, be it resolved that the Board of Trustees is pleased to recognize Nate DeFrancisco for his exemplary service to the College, to commend him for his contributions to the community, and to wish him well in his new life in Texas.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: March 15, 2005

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. Overload Assignment, Winter Intersession 2005

<u>Name</u>	<u>Subject</u>
Monica Gutierrez	Biology

b. Part-Time Faculty, Hourly Assignments, Winter Intersession 2005  
The individuals specified on the attached list.

c. Child Development Center Hourly Employees, Winter Intersession 2005

<u>Name</u>	<u>Position</u>
Denise Hays	Pre-school Associate Teacher, Hourly
Susan Helm	Pre-school Associate Teacher, Hourly
Regina Herbertson	Pre-school Associate Teacher, Hourly
Christina Heredia	Early Childhood Master Teacher, Hourly
Zana Kleveno	Early Childhood Master Teacher, Hourly
Linda Martinez	Early Childhood Master Teacher, Hourly
Lyneet Morales	Pre-school Associate Teacher, Hourly

d. Overload Assignment, Spring Semester 2005  
The individuals specified on the attached list.

e. Part-Time Faculty, Hourly Assignments, Spring Semester 2005  
The individuals specified on the attached list.

f. Child Development Center Hourly Employee, Spring Semester 2005

<u>Name</u>	<u>Position</u>
Denise Hays	Pre-school Associate Teacher, Hourly
Susan Helm	Pre-school Associate Teacher, Hourly
Regina Herbertson	Pre-school Teacher, Hourly
Christina Heredia	Early Childhood Master Teacher, Hourly
Zana Kleveno	Early Childhood Master Teacher, Hourly
Linda Martinez	Early Childhood Master Teacher, Hourly
Lyneet Morales	Pre-school Associate Teacher, Hourly
Lilian Velasquez	Pre-school Associate Teacher, Hourly

Report No.: IV-A-1-a

Date: March 15, 2005

Subject: Academic Personnel

1. Appointments – cont.

g. Atypical Teaching Assignments, Spring Semester 2005

<u>Name</u>	<u>Credential</u>	<u>Subject</u>
Willa Ashe	Standard Secondary	Mathematics
Dwight Lomayesva	CC Instructor	Physical Education
Ward Schinke	CC Instructor	Economics
Joan Semonella	CC Instructor	Speech/English
Pamela Smyth	Standard Secondary	English

h. Extra-Curricular Assignments, Spring Semester 2005

<u>Name</u>	<u>Activity</u>
Kristina Kassotis	Assistant Softball Coach (2 <sup>nd</sup> Stipend)

i. Special Assignments

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

2. Position Reclassification

As a result of changes and/or levels of District responsibilities for the academic position listed below, change in title and/or salary are recommended.

It is recommended the Board of Trustees approve the change in title and/or salary reclassification of the academic position listed below, effective March 16, 2005:

<u>Incumbent</u>	<u>From</u>	<u>To</u>
Deborah DiThomas	Associate Vice President, Student Services Salary Range: 19.5	Associate Vice Chancellor, Student Services/Operations Salary Range: No Change

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: March 15, 2005

Subject: Classified Personnel

1. Appointments

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

a. District

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Maria Contreras	Instructional Department Specialist (Norco Campus)	03/16/05	17-4	Promotion
Joel Hollihan	Maintenance Mechanic/Locksmith	04/01/05	20-1	Appointment
Sarah Kavanaugh	Laboratory Technician/Chemistry (11-months, part-time, 50%)	03/16/05	17-1	Appointment
Chandra Ratnayake	Laboratory Technician – 12-months (Norco Campus)	04/01/05	17-1	Appointment

b. Short Term

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

c. Temporary as Needed Student Workers

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

2. Professional Growths

In accordance with the Professional Growth Policy (CSEA Agreement, Exhibit A), a professional achievement step of \$35 is to be paid monthly to an employee who has completed 12 semester units of approved course work and \$40 is to be paid to an employee who has completed 12 semester units of approved job-related course work, for a maximum of seven achievement steps to be earned by each employee, upon the recommendation of the Professional Growth Committee;

It is recommended the Board of Trustees approve a professional growth achievement step for the following classified employees, effective April 1, 2005:

<u>Name</u>	<u>Title</u>	<u>Step</u>
Melissa Elwood	Accounts Payable Specialist	2@\$35
Alicia Montemayor	Student Services Specialist	1@\$35

Subject: Classified Personnel

3. Request to Adjust Effective Date

At its regular meeting of February 22, 2005, the Board of Trustees approved the appointment of Deana Hardwick, Student Services Technician (part-time, 47.5%), effective February 23, 2005. Because of personal reasons, she was not able to start until March 1, 2005.

It is recommended the Board of Trustees approved the adjustment of Ms. Hardwick's appointment date to reflect March 1, 2005.

4. Revise Permanent Increase in Workload for Permanent Part-time Position

At its regular meeting of January 25, 2005, the Board of Trustees approved the increase in workload for the permanent, part-time Student Financial Services Support Specialist position, held by Jana Gray, from 47.5% to 75%.

It is recommended the Board of Trustees approve the adjustment of Ms. Gray's part-time position from 47.5% to 95%, retroactive to January 26, 2005.

5. Request for Leave Under the Federal Family and Medical Leave Act of 1993

It is recommended the Board of Trustees approve/ratify a request for leave under the Federal Family and Medical Leave Act of 1993, not to exceed the maximum allotment of 12 weeks (480 hours), for classified employee Michael Angeles, retroactive to March 1, 2005.

6. Placement of Classified Bargaining Unit Employees on Reemployment List

It is recommended the Board of Trustees approve/ratify the placement of Sylvia Rangel, Secretary III, and Sally Smith, Custodian, on the District's reemployment list for the period of 39 months. Ms. Rangel's 39-month leave to be retroactive to March 4, 2005 and Ms. Smith's 39-month leave to be retroactive to February 24, 2005.

Ms. Rangel has been on extended medical leave and has exhausted all leaves of absences as of the end of the workday March 3, 2005 and Ms. Smith has also been on extended medical leave and has exhausted all leaves of absences as of the end of the workday February 23, 2005. The District's 39-month reemployment period is in accordance with Education Code Section 88196.

7. Separation

In accordance with Board Policy 1040.1, the Chancellor has accepted the resignation of the individual listed below:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Ramona Serafin	Reading Paraprofessional	03/07/05	Retirement



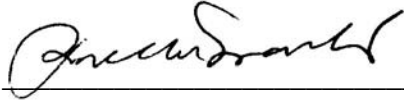
Report No.: IV-A-1-b

Date: March 15, 2005

Subject: Classified Personnel

Submitted by:

Transmitted to the Board by:



---

Rosella Q. Marilao  
Associate Vice Chancellor, Human Resources

---

Salvatore G. Rotella  
Chancellor

Concurred by:

---

Virginia MacDonald  
Chief of Staff/Executive Assistant to  
the Chancellor

---

Ray Maghroori  
Vice Chancellor, Academic Affairs

---

James L. Buysse  
Vice Chancellor, Administration and Finance

---

Linda Lacy  
Vice Chancellor, Student Services/Operations

---

Brenda Davis  
Provost, Norco Campus

---

Richard Tworek  
Provost, Moreno Valley Campus

NAME	SUBJECT
Glenore, Denise	Nursing
Goodrich, Grace	Computer Information Systems
Greco, Elizabeth	Counseling
Gumpf, Janice	Nursing
Hall, Christie	Physical Education
Harvey, Justine	Fire Technology
Herrera Jr, Ernest	Mathematics
Heyde, Marilyn	Dental Hygiene
Hopkins, Todd	Fire Technology
Hughes, Vanessa	Administration of Justice
Jeremiah, Steven	Emergency Medical Services
Johnson, Thadeus	Physical Education
Jones, Kimberly	Fire Technology
Kirby, Barbara	Early Childhood Studies
Kramer, Gigi	Emergency Medical Services
Landry-Taylor, Lisa	Physician Assistant
Lemieux, John	Automotive Technology
Leon, Christopher	Emergency Medical Services
Macgregor, Michael	Fire Technology
Marshall, Gregory	History
McDowell, Jennifer	Fire Technology
McFarlin, Dorothy	Office Administration
McKindley, Judith	Emergency Medical Services
Melendez, Bill	Fire Technology
Miller, Christopher	Emergency Medical Services
Mott, John	Administration of Justice
Mulhall, Michael	Emergency Medical Services
Murphy, Dennis	Emergency Medical Services
Nadeau, Bouchra	French
Nguyen, Trieu	Mathematics
Norton, Kent	Fire Technology

NAME	SUBJECT
Allen, Thomas	English
Baker, Sandra	Nursing
Beckstrom, Douglas	Dental Hygiene
Briggs, Cordell	English
Brown, Danette	Physician Assistant
Brown, William	Physical Education
Carrillo, Michael	Guidance
Christiansen, Jill	Nursing
Cramm, Kenneth	Mathematics
Dierdorff, Joanne	Dance
DiThomas, Deborah	Guidance
Douglass, Kelly	English
Dumer, Olga	ESL
Fontaine, Robert	Emergency Medical Services
Gage, George	Community Interpretation
Gibbs, Travis	Psychology
Huang, Shufen	Mathematics
Hunt, Glenn	Mathematics
Masterson, Romulus	Philosophy
Middleton, Delores	Physician Assistant
Miter, Carol	English
Nollette, Christopher	Emergency Medical Services
O'Neill, Brendan	Physics
Pacheco, Maria	Psychology
Pardee, Ronald	Work Experience
Pavlis, Bonnie	English
Smith, John	Physical Education
Stoabs, Carla	English
Thetford, Teresa	Medical Assisting
Sheryl Tschetter	English
Urias, Desi	Psychology
Webster, Diana	Office Administration

<u>NAME</u>	<u>SUBJECT</u>
Amodeo, Margaret	Counseling
Assumma, Michael	Business
Aubele, Joseph	Library
Baiamonte, Nicholas	Philosophy
Ballard, Rubye	Library
Bartlett, Robert	Manufacturing Technology
Boboye, Jackie	Counseling
Britt, Vivian	Library
Bushman, Fran	Counseling
Casella, Daniel	Counseling
Chaks, Leslie	Counseling
Chang, Linda	Library
Chiu, Kuei	Library
Clardy, Nathan	Fire Technology
Chavez, Noel	Physician Assistant
Collier, Steve	CIS
Crofoot, Kimberly	English
Davis, Joyce	Library
Durrett, Michael	Real Estate
Fenton, Joshua	English
Galusky, Preston	Biology
Gheorghe, Viorel	Music
Giornalista, Nino	Telecommunications
Greco, Elizabeth	Counseling
Gressier, Pamela	Senior Citizen Ed.
Guldhammer, Bente	Counseling
Hall, Cynthia	English
Halldane, John	Mathematics
Holts, Elizabeth	Early Childhood Studies
Hwang, Chi Chi	CIS
Kennedy, Arnold	Manufacturing Technology
Leblanc, Michael	English
Lee, Ju-Sung	Mathematics
Levy, Charles	Sociology
Leyva, Robert	Counseling
Lin-Bush, Nunmin	Guidance
Locke, Sheila	Music
Longway, Mark	Counseling
Lopez, Gertrude	Counseling
Manges, William	Office Administration
Martin, Md	Mathematics
Mawn, Doris	Medical Assisting
McCanne, Jerry	English
McDonald, Patti	Counseling
McPherson, Ronald	CIS

<u>NAME</u>	<u>SUBJECT</u>
McWilliams, Elizabeth	Early Childhood Studies
Meier, Susan	History
Mendez, Susan	English
Mixson, Vonetta	Business
Nugent, Randall	Emergency Medical Services
Nugent, Yvonne	Emergency Medical Services
Nunez, Gayle	Early Childhood Studies
Orme, Neil	Air Conditioning
Quinn, Lauren	Biology
Parker, LaTonya	Counseling
Pattison, Anne	Counseling
Ramirez, Donald	Mathematics
Richardson, David	Counseling
Riddle, Mark	Sociology
Roulston, Adam	Fire Technology
Sadatmand, Kamal	Mathematics
Scott, Norman	Fire Technology
Soto, Nadia	Law Enforcement
Souza, Jonella	Counseling
Vargas, Ana Marie	Speech
Wickremesinghe, Manoj	Counseling
Williams, Steven	Music

Title V – Math Tutor Training and Summer Intervention Program (Spring 2005)

Develop a mathematics intervention curriculum for a summer bridge project; develop training workshops in math study skills for Math 50 & 51 tutors. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Jason Parks – Total amount to be paid not to exceed \$3,421.44

Basic Skills Reading Curriculum Development (Spring 2005)

Develop curriculum for two eight-week courses – one for Reading 81 and one for Reading 82 to be taught in Fall 2005 as part of a Learning Community. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Diane Dieckmeyer – Total amount to be paid not to exceed \$3,421.44

Basic Skills English Curriculum Development (Spring 2005)

Develop curriculum for two eight-week courses – one for English 60A and one for English 60B to be taught in Fall 2005 as part of a Learning Community. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

David Mills – Total amount to be paid not to exceed \$3,421.44

De-Installation and Return of Art (March 26, 2005)

Load art into box van and ride with van driver to artist Herb Olds studio in San Diego. Unload work, then return with van to RCC. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Leslie Brown – Total amount to be paid not to exceed \$200

CTA Duties (Winter 2005)

As per Agreement Article IV-G, necessary contractual college business as CTA president. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Karin Skiba – Total amount to be paid not to exceed \$1,425.60

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Susan Bramlett	Clerical, Substitute	02/01/05-03/15/05	12-1
Gary Carson	Custodian, Substitute	01/25/05-06/30/05	13-1
Sheldon Jackson	Custodian, Substitute	01/25/05-06/30/05	13-1
Jose Sanchez	Custodian, Substitute	01/25/05-06/30/05	13-1
Daniel Vallejo	Groundsperson, Substitute	01/13/05-06/30/05	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>
Gary Carson	Custodian Assistant	01/25/05-06/30/05	12.50/hour
Sheldon Jackson	Custodian Assistant	01/25/05-06/30/05	12.50/hour
Jose Sanchez	Custodian Assistant	01/25/05-06/30/05	12.50/hour
Mark Delfin	Dispatch Clerk	03/07/05-06/30/05	8.00/hour
Daniel Vallejo	Groundsperson Assistant	01/13/05-06/30/05	13.00/hour
Jilian Johnson	Instructional Aide I	01/31/05-06/30/05	6.75/hour
Jennifer Rydzik	Instructional Aide I	02/14/05-06/30/05	6.75/hour
Clifford Kye	Instructional Aide II	02/15/05-06/30/05	7.25/hour
Matt Marquis	Interpreter III	02/01/05-06/30/05	18.00/hour
Julie Estrada	Lab Aide II	02/14/05-06/30/05	10.00/hour
Sylvia Fort	Office Assistant I	02/15/05-06/30/05	9.00/hour
Rachel Rodriguez	Office Assistant I	02/22/05-06/30/05	9.00/hour
Maria Vergara	Office Assistant I	03/01/05-06/30/05	9.00/hour
Barbara Deacon	Office Assistant II	02/28/05-06/30/05	10.50/hour
Liliana Diaz Abril	Office Assistant II	02/14/05-06/30/05	10.50/hour
Claudia Florido	Office Assistant III	02/15/05-06/30/05	12.50/hour
Juan Lopez	Office Assistant III	03/01/05-06/30/05	12.50/hour
Cindi Washam	Office Assistant III	02/28/05-06/30/05	12.50/hour

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Susanna Galvez	Office Assistant IV	02/07/05-06/30/05	14.00/hour
Andy Contreras	Office Clerk	03/01/05-06/30/05	7.00/hour
Rudy Cajas	Operations Clerk	02/16/05-06/30/05	7.50/hour
Saundra Coleman	Operations Clerk	02/21/05-06/30/05	7.50/hour
Crystal Martinez	Operations Clerk	02/01/05-06/30/05	7.50/hour
Lizzalynn Jeciel	Registered Nurse I	02/01/05-06/30/05	30.00/hour
Jason Schultz	Stage Technician I	01/01/05-06/30/05	7.00/hour
Stephen Okoro	Student Activities Assistant	02/25/05-06/30/05	10.50/hour
Danyelle Wilson	Student Activities Assistant	01/24/05-06/30/05	10.50/hour
Albert Carlson	Technical Director	02/01/05-06/30/05	12.65/hour
Jason Blake	Tutor IV	03/01/05-06/30/05	10.00/hour

EMPLOYED AS NEEDED  
SALARY SCHEDULE FOR EXTRA-CURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
James Adams	Assistant Swimming Coach	01/15/05-06/30/05	\$3,014
Ryan Upper	Assistant Swimming Coach	02/14/05-06/30/05	\$3,014



VOLUNTEERS  
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Joey Locanas	Applied Technology	01/01/05-06/30/05
Norlbrte Montoya	Applied Technology	02/17/05-06/02/05
Adolfo Servin	Applied Technology	01/03/05-04/15/05
David F. Adell	Health, Human and Public Services	02/16/05-06/09/05
Anthony A. Alesi	Health, Human and Public Services	02/16/05-06/09/05
Anthony Alit	Health, Human and Public Services	02/16/05-06/09/05
Eric Alvarez	Health, Human and Public Services	02/16/05-06/09/05
Natalie Allen	Health, Human and Public Services	02/16/05-06/09/05
Tiffany Anderson	Health, Human and Public Services	02/16/05-06/09/05
Timothy Arabit	Health, Human and Public Services	02/16/05-06/09/05
Nery Bacajol	Health, Human and Public Services	02/16/05-06/09/05
Ruth Barrera	Health, Human and Public Services	02/16/05-06/09/05
Loren Bartlett	Health, Human and Public Services	02/16/05-06/09/05
Trevor Bender	Health, Human and Public Services	02/16/05-06/09/05
Mireya Bojorquez	Health, Human and Public Services	02/16/05-06/09/05
Elise Bonilla	Health, Human and Public Services	02/16/05-06/09/05
Nathaniel Boucher	Health, Human and Public Services	02/16/05-06/09/05
De'Mon Bright	Health, Human and Public Services	02/16/05-06/09/05
Johnny Bright	Health, Human and Public Services	02/16/05-06/09/05
Pedro Cabrera	Health, Human and Public Services	02/16/05-06/09/05
Daniel Cardoza	Health, Human and Public Services	02/16/05-06/09/05
Modesto Carpio	Health, Human and Public Services	02/16/05-06/09/05
Chris Case	Health, Human and Public Services	02/16/05-06/09/05
Eduardo Castro	Health, Human and Public Services	02/16/05-06/09/05
Monica Castruita	Health, Human and Public Services	02/16/05-06/09/05
Thomas Cochran	Health, Human and Public Services	02/16/05-06/09/05
Charlie Conley	Health, Human and Public Services	02/16/05-06/09/05
Luis Contreras	Health, Human and Public Services	02/16/05-06/09/05
Kellie Cooper	Health, Human and Public Services	02/16/05-06/09/05
Erick Corpuz	Health, Human and Public Services	02/16/05-06/09/05
Javier Crockett	Health, Human and Public Services	02/16/05-06/09/05
Darnisa Cross	Health, Human and Public Services	02/16/05-06/09/05
Joshua Culkosky	Health, Human and Public Services	02/16/05-06/09/05
Andrew Davis	Health, Human and Public Services	02/16/05-06/09/05
Tim Dawson	Health, Human and Public Services	02/16/05-06/09/05
William DeLaHoya	Health, Human and Public Services	02/16/05-06/09/05
Ricky Escarsega	Health, Human and Public Services	02/16/05-06/09/05
Eva Esquivel	Health, Human and Public Services	02/16/05-06/09/05
Luis Fausto	Health, Human and Public Services	02/16/05-06/09/05
Launa Flores	Health, Human and Public Services	02/16/05-06/09/05

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Jonathan Francolino	Health, Human and Public Services	02/16/05-06/09/05
Adrian Freeman	Health, Human and Public Services	02/16/05-06/09/05
Daniel Garcia	Health, Human and Public Services	02/16/05-06/09/05
Ricardo Gonzaga	Health, Human and Public Services	02/16/05-06/09/05
Marnie Gussler	Health, Human and Public Services	02/16/05-06/09/05
Daniel Guy	Health, Human and Public Services	02/16/05-06/09/05
Kacie Harvey	Health, Human and Public Services	02/16/05-06/09/05
Ben Isgar	Health, Human and Public Services	02/16/05-06/09/05
Charles Jaworski	Health, Human and Public Services	02/16/05-06/09/05
Justin Jenkins	Health, Human and Public Services	02/16/05-06/09/05
Jessica Johnson	Health, Human and Public Services	02/16/05-06/09/05
Andrew Kaufman	Health, Human and Public Services	02/16/05-06/09/05
Jennifer Lambert	Health, Human and Public Services	02/16/05-06/09/05
Travis Lanthier	Health, Human and Public Services	02/16/05-06/09/05
Barbara Little	Health, Human and Public Services	02/16/05-06/09/05
Ryan Logan	Health, Human and Public Services	02/16/05-06/09/05
Cameron Mattson	Health, Human and Public Services	02/16/05-06/09/05
Colt Maule	Health, Human and Public Services	02/16/05-06/09/05
Chris McGovern	Health, Human and Public Services	02/16/05-06/09/05
Ryan McKay	Health, Human and Public Services	02/16/05-06/09/05
Aaron McManus	Health, Human and Public Services	02/16/05-06/09/05
Miriam Medina	Health, Human and Public Services	02/16/05-06/09/05
Thomas Merryman	Health, Human and Public Services	02/16/05-06/09/05
Melvin Murphy	Health, Human and Public Services	02/16/05-06/09/05
Kris Murray	Health, Human and Public Services	02/16/05-06/09/05
Jennifer Nguyen	Health, Human and Public Services	02/16/05-06/09/05
Cesar Ortiz	Health, Human and Public Services	02/16/05-06/09/05
Nona Sabrina Pascua	Health, Human and Public Services	02/16/05-06/09/05
Alberto Pina	Health, Human and Public Services	02/16/05-06/09/05
Stacey Rahn	Health, Human and Public Services	02/16/05-06/09/05
Marie Ramirez	Health, Human and Public Services	02/16/05-06/09/05
Christina Reed	Health, Human and Public Services	02/16/05-06/09/05
Steven Rojas	Health, Human and Public Services	02/16/05-06/09/05
Freddy Sanchez	Health, Human and Public Services	02/16/05-06/09/05
Juan Sanchez	Health, Human and Public Services	02/16/05-06/09/05
Tanya Schrobilgen	Health, Human and Public Services	02/16/05-06/09/05
Gregory Stine	Health, Human and Public Services	02/16/05-06/09/05
Matthew Stout	Health, Human and Public Services	02/16/05-06/09/05
Elizandro Valenzuela	Health, Human and Public Services	02/16/05-06/09/05
Daniel Van Gorder	Health, Human and Public Services	02/16/05-06/09/05
Miriam Vega	Health, Human and Public Services	02/16/05-06/09/05

VOLUNTEERS  
BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Eugene Walde	Health, Human and Public Services	02/16/05-06/09/05
Christopher Walls	Health, Human and Public Services	02/16/05-06/09/05
Steven Wang	Health, Human and Public Services	02/16/05-06/09/05
Richard Welker	Health, Human and Public Services	02/16/05-06/09/05
Jamie West	Health, Human and Public Services	02/16/05-06/09/05
Chad Williams	Health, Human and Public Services	02/16/05-06/09/05
Abigail York	Health, Human and Public Services	02/16/05-06/09/05
Diana Branch	Tutorial Services	02/14/05-06/30/05
Josephine Franco-Mercado	Upward Bound	02/14/05-06/30/05

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	RANGE
Alonzo, Josefa Bianca	Student Worker	Tutorial Services - MOV	9-Feb-05	19-4
Alvarado, Crystal	Student Worker	Library - NOR	17-Feb-05	19-4
Aviles, Aaron	Student Worker	Student Ambassador - RIV	17-Feb-05	19-4
Baitx, Jenna	Student Worker	Outreach - RIV	23-Feb-05	19-4
Barragan, Jeremy	Student Worker	Art Gallery - RIV	28-Feb-05	19-4
Blanco, Suzanna	Student Worker	AV Labs & Services - NOR	9-Feb-05	19-4
Borja, Andrea	Student Worker	Library - RIV	9-Feb-05	19-4
Brashier, Amber	Student Worker	Tutorial Services - MOV	9-Feb-05	19-4
Brumfield-Chapman, Jermaine	Student Worker	Tutorial Services - MOV	9-Feb-05	19-4
Caldera, Veronica	Student Worker	Tutorial Services - MOV	15-Feb-05	19-4
Clouthier, Heather	Student Worker	Early Childhood Studies - MOV	9-Feb-05	19-4
Dela Cruz Achondo, Joan Marie	Student Worker	Tutorial Services - MOV	15-Feb-05	19-4
Fuentes, Salvador	Student Worker	Mathematics - RIV	23-Feb-05	19-4
Gasso, Vanessa	Student Worker	Library - NOR	17-Feb-05	19-4
Gonzalez-Rosario, Alfredo	Student Worker	Fine & Performing Arts - RIV	23-Feb-05	19-4
Graham, Andrew	Student Worker	Student Ambassador - MOV	17-Feb-05	19-4
Grajeda, Veronica	Student Worker	Student Activities - NOR	17-Feb-05	19-4
Graves, Calvin	Student Worker	Tutorial Services - MOV	4-Feb-05	19-4
Harvey, Nailah	Student Worker	Student Activities - RIV	17-Feb-05	19-4
Hohimer, Amber	Student Worker	Disabled Students Prog & Svcs - RIV	15-Feb-05	19-4
Laumea, Jennifer	Student Worker	Swimming - RIV	4-Feb-05	19-4
Llamas Jr., Daniel	Student Worker	College Safety & Police - RIV	15-Feb-05	19-4
Lopez III, Enrique	Student Worker	College Safety & Police - NOR	14-Jan-05	19-4
McCafferty, James	Student Worker	Information Systems & Tech - RIV	17-Feb-05	19-4
McCain, Cassandra	Student Worker	College Safety & Police - RIV	4-Feb-05	19-4
McKinley, William	Student Worker	Tutorial Services - MOV	15-Feb-05	19-4
Meshkin, Mahsa	Student Worker	Early Childhood Studies - RIV	24-Feb-05	19-4
Moua, Ka	Student Worker	Library - RIV	9-Feb-05	19-4
Ogle, Natalie	Student Worker	Tutorial Services - MOV	28-Feb-05	19-4
Quan, Lam	Student Worker	Tutorial Services - NOR	4-Feb-05	19-4
Ramirez, Consuelo	Student Worker	Disabled Students Prog & Svcs - RIV	9-Feb-05	19-4
Razon, Norma	Student Worker	Tutorial Services - MOV	24-Feb-05	19-4
Reed, Joseph	Student Worker	Tutorial Services - MOV	28-Feb-05	19-4
Smith-Hargrove, Arket Vanita	Student Worker	Student Activities - NOR	23-Feb-05	19-4
Torres, Sergio	Student Worker	Art Department - RIV	28-Feb-05	19-4
Totten, Brenda	Student Worker	Disabled Students Prog & Svcs - RIV	9-Feb-05	19-4
Uvalle Jr., Isidro	Student Worker	Fine & Performing Arts - RIV	23-Feb-05	19-4
Valenzuela, Drew	Student Worker	Student Services - RIV	4-Feb-05	19-4
Vargas, Jacqueline	Student Worker	Disabled Students Prog & Svcs - RIV	23-Feb-05	19-4
Vega, Noel	Student Worker	Disabled Students Prog & Svcs - RIV	9-Feb-05	19-4
Villalta, Sara	Student Worker	AV Labs & Services - MOV	4-Feb-05	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: March 15, 2005

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 \$2,180,576.78 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 46533 - 48988) totaling \$4,123,477.12 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 \$2,180,576.78 and District Warrant Claims totaling \$4,123,477.12 .

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
2/01/05 thru 2/28/05

PO#	Fund	Department	Vendor	Description	Amount
P58417	12	Dean of Education - Center For Primary Ed	University of Northern Iowa	Conferences	2,200.00
P58420	12	Dental Hygiene	Reliable Office Solutions	Instructional Supplies	3,092.24
P58421	11	Performance Riverside	Mission Inn	Other Travel Expenses	1,200.00
P58423	12	Disabled Students Services	Canyon Crest Country Club	Conferences	1,295.91
P58429	12	CITD - Grant	Bramucci, Robert	Conferences	3,172.87
P58431	12	Student Services - Ca Articulation	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,749.16
P58433	11	IS Adminstration	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	1,239.13
P58434	11	Computer and Information Science	Spectrum Industries	Equip Additional \$200-\$4999	1,362.39
P58435	11	Library	Computers By Design, Inc.	Equip Additional \$5000 >	11,524.95
P58436	12	Physical Education	Power Systems	Equip Additional \$200-\$4999	2,244.12
P58440	12	Emergency Medical Tech	Laerdal Medical Corp.	Instructional Supplies	5,844.21
P58441	12	Dental Hygiene	Troxell Communications	Instructional Supplies	5,398.28
P58442	12	CITD - Grant	Motion Computing	Comp Equip Additional \$200-\$4999	2,542.13
P58445	11	Production Printing	Western States Envelope Corp	Purchase/Cost Of Goods Sold	1,500.00
P58448	12	CITD - Grant	Bramucci, Robert	Conferences	1,000.00
P58449	11	Human Resources	Jobelephant.Com Inc.	Advertising	23,000.00
P58451	11	IS Network Systems	Intense School, Inc.	Conferences	3,095.00
P58452	11	Performing Arts	Academic Superstore	Software <\$200	1,180.90
P58453	11	Forensics Program	Terrill, Sharon	Conferences	11,205.00
P58454	11	Engineering, Industry & Business Norco	Troxell Communications	Instructional Supplies	3,592.39
P58457	11	Physicians Assistant	UC Regents	All Other Contract	6,000.00
P58459	11	Community Outreach	Reliable Office Solutions	Equip Additional \$200-\$4999	1,434.31
P58466	12	Natural (Life) Science Moreno Valley	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	102,341.72
P58468	12	CITD - Statewide Leadership Grant	El Camino College	Other Services	1,319.40
P58471	11	Board of Trustees	County of Riverside Registrar	Elections	545,212.00
P58473	41	Riv Campus - Relocatable Swing Space	All American Inspection	Testing	12,800.00
P58496	11	IS Network Systems	Novacoast, Inc.	Consultants	5,500.00
P58498	11	Purchasing	Broadcast Music, Inc.	Other	4,425.44
P58499	11	Purchasing	SESAC, Inc.	Other	1,494.17
P58500	11	Auditorium	Gateway Companies, Inc.	Equip Additional \$200-\$4999	1,600.36
P58501	12	Cosmetology	Tri-Best Visual Display Products	Equip Additional \$200-\$4999	1,622.61
P58502	11	Open Campus-TV Classes	DV Gear	Instructional Media Material	2,025.83
P58507	12	Grants Department - Gear Up	Spangler, Jason	Consultants	1,000.00
P58508	12	Grants Department - Gear Up	Hishmeh, Richard	Consultants	1,000.00
P58515	12	Parking	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	6,626.46

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
2/01/05 thru 2/28/05

PO#	Fund	Department	Vendor	Description	Amount
P58524	11	Performance Riverside	Location Sound Corp.	Equip Additional \$200-\$4999	4,503.78
P58533	11	Biology	Ward's Natural Sci. Estab	Instructional Supplies	1,558.27
P58536	11	Grounds Services	Commercial Landscape Supply, Inc.	Grounds/Garden Supplies	4,982.09
P58537	12	Parking	AMS Paving	Construction Contract	14,999.00
P58538	12	Health Services	Euro American Office Supplies, Inc.	Other Supplies	1,296.75
P58543	32	Food Service	Provider Contract Food Service LLC	Consultants	3,500.00
P58545	12	Student Services	Gateway Companies, Inc.	Equip Additional \$200-\$4999	8,615.66
P58547	12	Police Academy-VTEA Title I-C	Dummies Unlimited	Equip Additional \$200-\$4999	1,730.09
P58549	11	Computer And Information Science	CCS Presentation Systems, Inc.	Instructional Supplies	2,076.90
P58550	11	Facilities	K & L Professional Painting	Remodel Projects	1,500.00
P58552	11	Student Services	Contract Carpet	Remodel Projects	1,462.22
P58564	11	Information Services	Gateway Companies, Inc.	Equip Additional \$200-\$4999	2,108.05
P58566	12	Instructional Support-VTEA Title I	Culinary Academy	Other Supplies	1,159.82
P58573	11	Model United Nations	Southwest Airlines	Conferences	2,677.10
P58586	12	Financial Aid Administration - BFAP	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	6,565.96
P58587	11	Academic Affairs	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	91,915.35
P58588	12	Parking	AMS Paving	Construction Contract	1,994.00
P58589	12	School of The Arts - Fie Curr Development	Placid Pictures	Other Services	6,750.00
P58590	12	School of The Arts - Fie Curr Development	Placid Pictures	Other Services	6,750.00
P58596	41	Riverside Campus - MLK	Creation Engine, L.L.C.	Equip Additional \$200-\$4999	4,309.23
P58599	12	Administration Of Justice	Office Depot	Equip Additional \$200-\$4999	1,065.95
P58602	11	IS Micro-Support	Gateway Companies, Inc.	Equip Additional \$200-\$4999	6,324.15
P58605	11	Faculty Orientation	Gall, Nancy	Conferences	1,238.47
P58606	11	Student Services	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,789.88
P58607	12	Business and Commerce	ACBSP	Memberships	1,250.00
P58608	11	Biology	Ward's Natural Sci. Estab	Instructional Supplies	1,078.99
P58611	61	Risk Management	Troxell Communications	County Services	3,376.89
P58621	12	Dean of Education - Center For Primary Ed	Alvord Unified School District	Other Services	2,400.00
P58622	11	Human Resources	Stephen C. Kuhn & Associates, Inc.	Consultants	16,711.00
P58623	11	Administrative Support Center	U.S. Postal Service	Postage	1,980.00
P58627	12	Middle College High School-Year 2	Gateway Companies, Inc.	Other Supplies	2,084.96
P58629	11	Purchasing	ASCAP	Other	4,658.00
P58632	11	IS Administration Systems	Collegenet, Inc.	Computer Software Maint/License	6,227.95
P58633	11	Facilities	Waxie Sanitary Supply	Equip Additional \$200-\$4999	4,191.48
P58639	12	Performing Arts	Anaheim Band Instruments, Inc	Equip Additional \$200-\$4999	5,699.98

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
2/01/05 thru 2/28/05

PO#	Fund	Department	Vendor	Description	Amount
P58640	11	Facilities	Ramsey Street Ford	Equip Additional \$5000 >	11,425.94
P58642	11	Facilities	Golf Cars of Riverside, Inc.	Equip Additional \$200-\$4999	2,505.19
P58643	12	Radio Motion Picture & Television	Full Compass Systems	Equip Additional \$5000 >	28,088.98
P58644	12	Radio Motion Picture & Television	Burst Communications, Inc	Equip Additional \$5000 >	21,824.76
P58645	11	Facilities	Advanced Electrical Contracting Inc	Remodel Projects	6,074.00
P58646	11	Facilities	LGP Engineering & Construction Inc.	Remodel Projects	4,800.00
P58650	11	Provost - Moreno Valley	Reliable Office Solutions	Equip Additional \$200-\$4999	1,141.07
P58651	11	Provost - Moreno Valley	AAA Containers & Equipment Sales	Equip Additional \$200-\$4999	7,419.25
P58655	11	Facilities	Empire Mowers, Inc	Equip Additional \$200-\$4999	3,812.23
P58656	11	Facilities	Ramsey Street Ford	Equip Additional \$5000 >	11,425.94
P58657	11	Facilities	Waxie Sanitary Supply	Equip Additional \$200-\$4999	1,034.40
P58658	11	Facilities	Western D.C. Systems	Equip Additional \$200-\$4999	6,999.47
P58659	11	Facilities	Western D.C. Systems	Equip Additional \$200-\$4999	5,302.69
P58660	11	Provost - Moreno Valley	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,584.30
P58661	12	Applied Technology	Ages	Equip Replacement \$200-\$4999	1,949.20
P58664	11	Facilities	Waxie Sanitary Supply	Equip Additional \$200-\$4999	1,777.88
P58667	11	Facilities	Corona Norco Lawnmower, Inc.	Equip Additional \$200-\$4999	1,696.74
P58668	11	Facilities	Ramsey Street Ford	Equip Additional \$5000 >	11,425.94
P58669	11	Facilities	Golf Cars Of Riverside, Inc.	Equip Additional \$200-\$4999	2,505.19
P58672	12	Provost - Norco - Title V Norco	Barnes & Noble	Instructional Supplies	2,700.00
P58674	11	Facilities	LGP Engineering & Construction Inc.	Repairs - Parts	1,150.00
P58677	41	Riverside - MLK	Spar Plumbing And Heating	Remodel Projects	10,225.00
P58678	12	Performing Arts	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	2,938.18
P58679	11	Student Services	Culver - Newlin	Equip Additional \$200-\$4999	2,064.63
P58683	12	Physics	Dell Computers	Comp Equip Additional \$200-\$4999	8,017.36
P58684	41	Riv Campus - Relocatable Swing Space	DSA San Diego Regional Office	Architect's Fees	19,600.00
P58687	12	Police Academy-VTEA Title I-C	Steelcraft	Equip Additional \$200-\$4999	14,471.34
P58690	41	Child Develop Centers - Moreno Valley	Nasco Healthcare Ed. Materials	Other Supplies	1,658.39
P58691	41	Child Develop Centers - Moreno Valley	Play With A Purpose	Other Supplies	2,436.31
P58694	41	Child Develop Centers - Moreno Valley	Environments, Inc.	Other Supplies	1,252.70
P58696	41	Child Develop Centers - Norco	Lakeshore Learning Materials	Equip Additional \$200-\$4999	1,684.54
P58698	12	School of The Arts	Pennington, John	All Other Contract	1,000.00
P58702	12	Provost - Moreno Valley - Title V M	Barnes & Noble	Other Supplies	2,500.00
P58705	11	Affirmative Action	Jobelephant.Com Inc.	Advertising	4,230.00
P58707	12	Disabled Student Services	Creation Engine, L.L.C.	Computer Software License Agreement	2,328.09
P58712	41	Riverside Campus - MLK	Pearson Education	Equip Additional \$200-\$4999	11,751.34



Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
2/01/05 thru 2/28/05

PO#	Fund	Department	Vendor	Description	Amount
P58713	41	Riverside Campus - MLK	SPSS Inc.	Equip Additional \$200-\$4999	11,075.00
P58721	33	Child Development Center	CM School Supply Company	Other Supplies	1,000.00
P58722	33	Child Development Center	Toys R Us	Other Supplies	1,000.00
P58728	61	Risk Management	Dell Computers	County Services	1,804.21
P58739	12	Dean of Education - Center for Primary Ed	Pip Printing	Copying And Printing	1,200.00
P58742	12	Open Campus	Apple Computer, Inc.	Comp Equip Additional \$200-\$4999	2,852.12
P58743	12	Open Campus	Toshiba America Information	Comp Equip Additional \$200-\$4999	2,413.15
P58744	12	Open Campus	Gateway Companies, Inc.	Comp Equip Additional \$200-\$4999	2,819.64
P58745	11	Open Campus	Intelcom Intelligent	All Other Contract	18,615.00
P58753	41	Riv Campus - P.E. Complex, Phase I,	Berry, Marc	Equip Additional \$5000 >	17,000.00
P58754	11	Riv Campus - Relocatable Swing Space	Network Infrastructure Corporation	Fixtures & Fixed Equipment	153,556.11
P58755	11	Fire Control Technology	Phenix Technology, Inc.	Instructional Supplies	1,500.00
P58765	11	Facilities Planning	Higginson+Cartozian Architects	Consultants	5,000.00
P58781	11	Affirmative Action	Liebert, Cassidy & Whitmore	Lecturers	3,600.00
P58784	11	Economic Development	Gateway Companies, Inc.	Comp Equip Replacement \$200-\$4999	1,662.58
P58786	11	Open Campus-Comm. Educ. Classes	Ericson, Bryan	Other	1,500.00
P58788	11	Community Outreach	National Pen Corporation	Other Supplies	1,300.00
P58789	11	Community Outreach	Jamies Embroidery	Other Supplies	1,000.00
P58791	12	Provost - Norco - Title V Norco	Barnes & Noble	Instructional Supplies	2,700.00
P58794	41	Riv Campus - Relocatable Swing Space	John R. Byerly, Inc.	Testing	3,930.00
P58795	41	Riverside Campus - MLK	Access Ingenuity	Equip Additional \$200-\$4999	2,876.93
P58797	41	Riverside Campus - MLK	MSC Software	Equip Additional \$200-\$4999	4,573.00
P58799	41	Riv Campus - Relocatable Swing Space	Insight Public Sector	Equip Additional \$200-\$4999	11,353.40
P58801	41	Riverside Campus - MLK	Wolfram Research, Inc.	Equip Additional \$200-\$4999	19,059.85
P58802	41	Riv Campus - P.E. Complex, Phase I,	Century Industries, LLC	Equip Additional \$5000 >	249,303.00
P58803	41	Riv Campus - P.E. Complex, Phase I,	S. K. Telecon, Inc.	Fixtures & Fixed Equipment	3,500.00
P58804	11	Performance Riverside	S. K. Telecon, Inc.	Remodel Projects	7,350.00
P58807	11	Production Printing	Ages	Repairs - Parts - Instructional	4,412.47
P58808	11	Facilities - Norco	Advanced Electrical Contracting Inc	Remodel Projects	2,880.00
P58813	41	Riverside Campus - MLK	Hewlett Packard	Equip Additional \$200-\$4999	7,559.12
P58814	41	Riverside Campus - MLK	GFI USA, Inc.	Equip Additional \$200-\$4999	4,756.26
P58823	12	Provost - Norco	Sehi Computer Products, Inc.	Comp Equip Additional \$200-\$4999	2,397.11
P58828	11	Public Affairs & Institutional Advantage	Synergistic Mailing Services	Advertising	1,328.36
P58838	11	Model United Nations	Schinke, Ward	Conferences	3,803.32
P58840	11	Dean of Instruction - Norco	Contract Carpet	Remodel Projects	2,755.69
P58844	41	Riv Campus - P.E. Complex, Phase I,	Keith Francis & Company, Inc.	Other	56,700.00
P58845	11	Facilities	Fineline Interiors Inc.	Remodel Projects	1,112.00
P58846	12	Parking	Crimestar Corporation	Computer Software License Agreement	2,056.75
P58848	12	CITD - Marketing Development	NAFSA	Conferences	3,300.00
P58854	11	Admissions & Records	Finney, Nathaniel	Conferences	1,200.79

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
2/01/05 thru 2/28/05

PO#	Fund	Department	Vendor	Description	Amount
Additions to Approved/Ratified Purchase Orders of \$1,000 and over					
P52164	41	Mo Val Campus - ECS Construction	Keith Francis & Company, Inc.	Other	3,901.00
P54681	11	Facilities	Amtech Elevator Services	Repairs - Parts	2,000.00
P54699	11	Production Printing	Kelly Paper Company	Purchase/Cost Of Goods Sold	5,000.00
P54700	11	Production Printing	Unisource Worldwide, Inc.	Purchase/Cost Of Goods Sold	5,000.00
P54710	32	Food Service	Morgan Services, Inc.	Laundry And Cleaning	20,000.00
P54712	32	Food Service	Joseph Webb Foods	Cleaning Supplies	20,000.00
P54729	11	Human Resources	Los Angeles Times	Advertising	8,000.00
P54755	11	Facilities	Waxie Sanitary Supply	Custodial Supplies	5,200.00
P54780	11	Purchasing	Advanced Copy Systems	Repairs - Parts	3,000.00
P54794	12	Production Printing	Ashlock Multi Service	Equip Additional \$200-\$4999	3,232.50
P54799	11	Production Printing	Perfect Impressions	Purchase/Cost Of Goods Sold	1,000.00
P54800	11	Production Printing	Pacesetter Graphic Service	Purchase/Cost Of Goods Sold	2,000.00
P54803	11	Production Printing	Spicers Paper, Inc.	Purchase/Cost Of Goods Sold	10,000.00
P54850	11	Facilities	Rental Service Corporation	Rents And Leases	4,623.00
P54856	32	Food Service	California Deli Distributors, Inc.	Food	5,000.00
P54861	11	Facilities	Home Depot	Repair Parts	3,000.00
P55026	11	President's Office	Wells Fargo Bank	Conferences	6,000.00
P55031	11	Customized Solutions	Dennis Boylin Associates	Other Services	4,025.00
P55032	11	Customized Solutions	Training Dynamics	Contract Ed Instructional Supplies	1,050.00
P55058	11	Campus Security	Long Beach Uniform Co.	Other Supplies	1,200.00
P55106	11	Physicians Assistant	Moore Medical Corporation	Instructional Supplies	1,000.00
P55119	11	Board of Trustees	Clayson Mann Yaeger & Hansen	Consultants	10,000.00
P55183	11	Admissions & Records	Reliable Office Solutions	Other Supplies	1,500.00
P55215	12	Provost - Norco - Title V Norco	Reliable Office Solutions	Other Supplies	2,000.00
P55239	11	English	Office Depot	Instructional Supplies	1,000.00
P55387	11	Nursing, R.N.	Riverside County Regional Med Center	Reference Books	1,517.24
P55397	11	Mathematics	Reliable Office Solutions	Instructional Supplies	1,000.00
P55430	11	Chemistry	Fisher Scientific	Instructional Supplies	1,300.00
P55605	11	Open Campus-Comm. Educ. Classes	National Capital Funding	Other	2,000.00
P55758	11	Performaing Arts	Shattinger Music	Instructional Supplies	2,000.00
P55763	41	Riv Campus - Parking Structure	Keith Francis & Company, Inc.	Other	3,915.00
P55846	11	Public Affairs & Institutional Advantage	Geographics	Other Services	5,000.00
P55994	11	Performance Riverside	Samuel French, Inc.	Rents And Leases	3,300.00
P56016	12	Grants Department - Gear Up	Riverside Unified School District	Other Services	6,000.00
P56017	12	Grants Department - Gear Up	Alvord Unified School District	Other Services	4,500.00
P56053	12	Dean of Education - Center for Primary Ed	Reliable Office Solutions	Other Supplies	2,000.00
P56160	11	Performing Arts	Jim's Music	Instructional Supplies	2,923.12
P56238	11	Athletics	Enterprise Rent-A-Car	Transportation Contracts	3,000.00
P56734	11	Library	Innovative Interfaces, Inc.	Comp Equip Additional \$5000 >	1,746.85

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
2/01/05 thru 2/28/05

<b>PO#</b>	<b>Fund</b>	<b>Department</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
P56888	12	Grants Department - H1-B Grant	CSUF Foundation	Other Services	14,628.23
P56966	11	Human Resources	Orange County Register	Advertising	5,000.00
P57061	11	Dramatic Arts Norco	Lowes	Theatre Supplies	1,000.00
P57614	12	Chemistry	Sargent-Welch	Equip Additional \$200-\$4999	1,670.07
P57680	12	Library	Thomson West	Books/New And Expanded Library	1,000.00
P57773	11	Learning Resource Center	CDW-G	Other Supplies	1,176.00
P57889	11	Public Affairs & Institutional Advantage	Clear Channel Broadcasting, Inc.	Advertising	6,900.00
P58144	11	President's Office	Victoria Club	Conferences	2,477.57
P58222	11	Dean of Education - Middle College	Barnes & Noble	Instructional Supplies	2,500.00
P58404	11	English	Dieckmeyer, Diane	Conferences	1,400.00
Subtotal (pages 1-4)					1,865,979.86
Subtotal (page 5 &6)					<u>206,685.58</u>
Purchase Orders \$1,000 and Over					2,072,665.44
Purchase Orders Under \$1,000					107,911.34
Grand Total					<u><u>2,180,576.78</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: March 15, 2005

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  
Risk Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 15, 2005

Subject: Budget Adjustments

Background: The 2004-05 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 reallocate the H1-B Technical Skills Training Program budget. (Fund 12, Resource 1190)		
From: H1-B Grant	Academic FT Non-Instr Classified Hourly	\$ 390 495
To: H1-B Grant	Other Services	\$ 885
2. Transfer to provide for new position equipment and supplies.		
From: Salary Savings	Classified FT Admin	\$ 2,500
To: Public Service/Criminal Justice	Supplies Equipment	\$ 1,000 1,500
3. Transfer to provide for mileage.		
From: Occupational Education	Supplies	\$ 500
To: Occupational Education	Mileage	\$ 500
4. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: CITD-Statewide Leadership	Conferences	\$ 250
To: CITD-Statewide Leadership	Equipment	\$ 250

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 15, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to purchase equipment.		
From: Student Services	Admin Contingency Acct	\$ 3,800
To: Student Services	Equipment	\$ 3,800
6. Transfer to provide for conferences, mileage and equipment.		
From: Student Financial Services	Copying and Printing	\$ 1,251
To: Student Financial Services	Conferences	\$ 838
	Mileage	38
	Fixtures and Fixed Equip	375
7. Transfer to provide for Winter Guard costumes.		
From: Performing Arts–Marching Band	Instructional Supplies	\$ 3,000
To: Performing Arts-Marching Band	Other Services	\$ 3,000
8. Transfer to purchase equipment.		
From: Learning Resource Center, Riv	Software	\$ 205
To: Learning Resource Center, Riv	Equipment	\$ 205
9. Transfer to purchase supplies and equipment.		
From: Cosmetology	Instructional Supplies	\$ 1,000
To: Cosmetology	Supplies	\$ 460
	Equipment	540

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 15, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
10. Transfer to reallocate the Instructional Equipment and Materials Program budget. (Fund 12, Resource 1190)		
From: Provost, Norco	Equipment	\$ 5,918
To: Math and Science	Instructional Supplies	\$ 5,918
11. Transfer to purchase equipment.		
From: Library, Riverside	Other Services	\$ 24,287
To: Library, Riverside	Equipment	\$ 24,287
12. Transfer to reallocate the Measure C funded MLK Equipment Project budget. (Fund 41, Resource 4160)		
From: Library - MLK Equipment	Equipment	\$ 76,768
To: Library – MLK Equipment	Software	\$ 47,418
	Supplies	40
	Computer Software Lic	24,519
	Comp Software Maint/Lic	4,791
13. Transfer to prepare office space for new staff.		
From: Counseling, MV	Tests	\$ 680
	Copying and Printing	425
	Reference Books	105
Admissions and Records, MV	Repairs	127
To: Counseling, MV	Fixtures and Fixed Equip	\$ 1,210
Admissions and Records, MV	Fixtures and Fixed Equip	127

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 15, 2005

Subject: Budget Adjustments (cont'd)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
14. Transfer to purchase equipment.		
From: Learning Center/Tutorial	Supplies	\$ 262
To: Learning Center/Tutorial	Equipment	\$ 262
15. Transfer to reallocate the Student Support Services TRIO Program budget. (Fund 12, Resource 1190)		
From: Std Support Srvc TRIO, Norco	Classified FT	\$ 4,443
To: Std Support Srvc TRIO, Norco	Academic FT Admin	\$ 872
	Academic PT Non-Instr	3,571
16. Transfer to purchase supplies.		
From: Community Outreach, Norco	Mileage	\$ 1,000
	Conferences	500
To: Community Outreach, Norco	Supplies	\$ 1,500
17. Transfer to reallocate the Talent Search TRIO Program budget. (Fund 12, Resource 1190)		
From: Talent Search TRIO, MV	Conferences	\$ 300
	Other Services	1,000
To: Talent Search TRIO, MV	Copying and Printing	\$ 500
	Supplies	500
	Food	300



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-a

Date: March 15, 2005

Subject: Budget Adjustments (cont'd)

	<u>Program</u>	<u>Account</u>	<u>Amount</u>
18.	Transfer to purchase supplies and to provide for copying and printing.		
From:	Job Placement, MV	Equipment	\$ 400
To:	Job Placement, MV	Supplies	\$ 350
		Copying and Printing	50

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: IV-A-4-b-1

Date: March 15, 2005

Subject: Resolution to Amend Budget – Resolution No. 26-04/05  
Subcontract with the Regents of the University of California

Background: The Riverside Community College District (RCCD) has been awarded a subcontract with the Regents of the University of California. RCCD will receive funding in the amount of \$92,000 for the first year of a five-year grant awarded to the University of California Riverside to serve students in the sciences preparing to become teachers. The subcontract was discussed at the March 9, 2005, Academic Affairs and Student Services Committee meeting.

Recommended Action: Contingent upon the Board of Trustees' approval of Board Report No. V-A-2-a, presented later in this agenda, it is recommended that the Board of Trustees approve adding the additional revenue and expenditures of \$92,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Irving G. Hendrick  
Dean, School of Education

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 26-04/05**

**2004/2005 Subcontract with Regents of the University of California**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$92,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 15, 2005.

---

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 26-04/05  
 2004-2005 Subcontract with Regents of The University of California**

Year	County	District	Date	Fund
05	33	07	3/15/2005	12

FUND	SCHOOL	RESOURCE	PY	GOAL	FUNC	OBJECT	AMOUNT	Object Code Description
12	000	1190	0	0000	0347	8190	92,000 00	REVENUE
								EXPENDITURES
12	AJF	1190	0	6017	9347	1219	65,412 00	Academic - Full-time, Non-Instructional
12	AJF	1190	0	6017	9347	1490	4,800 00	Non-Instructional Salaries, Other Unspecified
12	AJF	1190	0	6017	9347	2139	2,250 00	Classified Salary, Hourly, as Needed
12	AJF	1190	0	6017	9347	3130	19,038 00	Employee Benefits
12	AJF	1190	0	6017	9347	4590	500 00	Supplies
							92,000 00	TOTAL INCOME
							92,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: IV-A-4-b-2

Date: March 15, 2005

Subject: Resolution to Amend Budget – Resolution No. 27-04/05  
National Aeronautics and Space Administration (NASA)  
Artificial Neural Network (ANN) Development

Background: The Riverside Community College District has entered into an agreement in the amount of \$33,000 with the National Aeronautics and Space Administration (NASA) to develop an Artificial Neural Network (ANN) to be utilized in the Component Test Laboratory at the NASA White Sands Test Facility. The funds will pay for student workers, a portion of Assistant Professor Mark Lehr's time, supplies, and necessary travel. The Independent Contractor's Agreement was discussed at the March 9, 2005, Academic Affairs and Student Services Committee meeting.

Recommended Action: Contingent upon the Board of Trustees' approval of Board Report No. V-A-6, presented later in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$33,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Salvatore G. Rotella  
Chancellor

Prepared by: Mark Lehr  
Assistant Professor, Computer Information Systems

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO AMEND BUDGET**

**RESOLUTION No. 27-04/05**

**National Aeronautics and Space Administration (NASA)  
Artificial Neural Network (ANN) Development**

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 33,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on March 15, 2005.

---

Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-A-5-a

Date: March 15, 2005

Subject: Purchase Using California Multiple Award Schedules, and General Services  
Administration Federal Supply Service Schedules

Background: The California Multiple Award Schedules (CMAS) maintains lists of contracts for goods and services awarded to vendors and approved for use of California governmental entities that are empowered to expend public funds for the acquisition of goods and services. The District may use all these contracts to purchase Cisco computer switches for the Lovekin Complex in the amount of \$153,556.11 in accordance with Public Contract Code Section 20652. Funding will come from Fund 41, budgeted in Resource 4160.

Recommended Action: It is recommended that the Board of Trustees approve using the California Multiple Award Schedule, CMAS contract # GS-35F-43896, for the purchase of Cisco equipment in the amount of \$153,556.11 for the Lovekin Complex.

Salvatore G. Rotella  
President

Prepared by: Doretta Sowell  
Purchasing Manager



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-A-5-b

Date: March 15, 2005

Subject: Purchase Using Western States Contracting Alliance, Department of General Services

Background: Western States Contracting Alliance (WSCA) maintains lists of contracts for goods and services awarded to vendors and approved for use of all California governmental entities that are empowered to expend public funds for the acquisition of goods and services. The District may use these contracts to purchase computers and equipment in accordance with Public Contract Code Section 20652. The Riverside City Campus wishes to purchase 75 replacement Gateway computers for faculty. The Moreno Valley campus wishes to purchase 86 Gateway computers for various computer labs. The respective amounts are \$91,915.35 and \$102,341.72 via use of WSCA Contract #A63308. Funding will come from Fund 12, budgeted in Resource 1190.

Recommended Action: It is recommended that the Board of Trustees approve using the Western States Contracting Alliance, Contract # A63308, to purchase Gateway Computers for Riverside City Campus, in the amount of \$91,915.35 and for Moreno Valley in the amount of \$102,341.72.

Salvatore G. Rotella  
President

Prepared by: Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: March 15, 2005

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:

- 1) Mr. Khalil Andacheh, instructor, sociology, to travel to Grapevine, Texas April 14-17, 2005, to attend the Phi Theta Kappa International Conference. Estimated cost: \$2,500.00 Funding source: ASRCC funds
- 2) Dr. Debadarshi Bhattacharya, instructor, physics, to travel to Washington, D.C., April 12-16, 2005, to attend a Grant and Contracts Development meeting. Estimated cost: \$950.41. Funding source: the general fund.
- 3) Dr. Bob Bramucci, dean, open campus, to travel to Chicago, Illinois, May 8-12, 2005, to attend the 8<sup>th</sup> Annual ACT National Work Keys Conference. Estimated cost: \$1,795.00. Funding source: the general fund.
- 4) Ms. Shelagh Camak, dean, workforce preparation, to travel to Washington, D.C., April 9-13, 2005, to attend a Grant and Contracts Development meeting. Estimated: cost: \$450.00. Funding source: the general fund.
- 5) Dr. Lisa Conyers, dean, instruction, to travel to Washington D.C., April 9-16, 2005, to attend a Grant and Contracts Development meeting. Estimated cost: \$1,105.41. Funding source: the general fund.
- 6) Ms. Tammy DiBenedetto, associate professor, English, to travel to Houston, Texas, March 31-April 1, 2005, to attend The Age of Ralph Ellison symposium. Estimated cost: \$ 879.00. Funding sources: \$500.00 from the general fund, and \$379.00 from faculty staff development funds.
- 7) At the meeting of January 25, 2005, the Board approved out-of-state travel for Mr. Roger Duffer, associate professor, performing arts, to travel to Honolulu, Hawaii, April 8-14, 2005, to attend the RCC Chamber Singers Concert Tour, at no cost to the District. The travel has changed to include the cost of transportation in the amount of \$6,666.00. Funding source: the general fund.

Funding background: An event, the Spring Choral Festival, was planned for this spring. It has traditionally been conducted to raise monies to help support the trip

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: March 15, 2005

Subject: Out-of-State Travel

- to Hawaii. However, that event was cancelled due to date conflicts. District money in the amount of \$6,666.00 was set aside for judges and other expenses to conduct the Spring Choral Festival. That money will now be used to facilitate the Chamber Singers Concert Tour. (The total cost of the trip is approximately \$48,000.00, with each student [40 students] paying \$1,005.00 towards the trip.)
- 8) Dr. Lyn Greene, associate dean, governmental relations/grants and contracts services, to travel to Washington, D.C., April 9-17, 2005, to attend a Grant and Contracts meeting. Estimated cost: \$1,005.05. Funding source: the general fund.
  - 9) Mr. Henry L. Jackson, associate professor, welding, to travel to Dallas, Texas, April 26-29, 2005, to attend the Welding Show 2005. Estimated cost: \$2,826.00. Funding source: the Welding Certification Trust.
  - 10) Mr. Richard Keeler, director, grant and contract services, to travel to Washington D.C., April 9-17, 2005, to attend a Grant and Contracts Development meeting. Estimated cost: \$1,888.80. Funding source: the general fund.
  - 11) Dr. Sue Kross, associate professor, nursing education program, to travel to Seattle, Washington, May 12-14, 2005, to attend the Psychiatric Nursing 20<sup>th</sup> Annual Conference. Estimated cost: \$991.25. Funding sources: \$200.00 from the general fund, and \$791.25 to be paid by the employee.
  - 12) Ms. Kaneesha Miller, student activities coordinator, student activities (Norco) to travel to Tampa, Florida, March 19-23, 2005, to attend the National Association of Student Personnel Administrators Conference. Estimated cost: \$369.10. Funding source: to be paid by the employee.
  - 13) Ms. Colleen Molko, associate director, grant and contract services, to travel to Washington, D.C., April 9-17, 2005, to attend a Grant and Contracts Development meeting. Estimated cost: \$1,882.88. Funding source: the general fund.
  - 14) Ms. Kathy Nabours, instructor, mathematics, to travel to Washington, D.C., April 12-14, 2005, to attend a Grant and Contracts Development meeting. Estimated cost: \$788.87. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: IV-A-7

Date: March 15, 2005

Subject: Out-of-State Travel

- 15) Dr. Chris Nollette, emergency medical services instructor/paramedic programs director, to travel to El Dorado, Arkansas, May 5-6, 2005, to attend the Committee on Accreditation of Educational Programs for the Emergency Medical Services Profession site visit. There is no cost to the District
- 16) Dr. Chris Nollette, emergency medical services instructor/paramedic programs director, to travel to Dallas, Texas, September 29-October 2, 2005, to attend an American Heart Association Fall 2005 meeting. There is no cost to the District.
- 17) Ms. Janice Schall, coordinator, international education study abroad program, to travel to Paris, France; London, England; and Oxford, England, April 6-18, 2005, to attend to participate in contract negotiations for Paris and Oxford programs and evaluation of the current Oxford spring semester 2005 program. Estimated cost: \$2,625.98. Funding source: the general fund.
- 18) Dr. Ward Schinke, assistant professor, political science, to travel to New York City, New York, June 17-20, 2005, to attend a National Model United Nations Board meeting. Estimated cost: \$340.40. Funding source: the general fund.
- 19) Dr. William Vincent, dean, public safety education and training, to travel to Annandale, Virginia, May 2-4, 2005, to attend a Homeland Security/Defense Education Consortium. Estimated cost: \$823.72. Funding source: the general fund.

Salvatore G. Rotella  
Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-A-9-a

Date: March 15, 2005

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 District has previously consigned surplus property 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: Francisco Castro  
Capital Asset Inventory Technician

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	PRINTER	810C	SG9301W22Z	021721
1	GATEWAY	MONITOR	EV700	MUL51557821	018419
1	HP	PRINTING	935C	MX0921D227	017365
1	HP	PRINTING	935C	MX06S1F05S	017364
1	GATEWAY	MONITOR	VX1120	12050393	016763
1	GATEWAY	MONITOR	VX1120	12050385	016759
1	GATEWAY	MONITOR	EV910	19016B171271	014565
1	GATEWAY	MONITOR	EV910	1906B171270	014564
1	GATEWAY	CPU	VIVITRON	0015852722	014433
1	GATEWAY	CPU	E4200	0026525627	014315
1	GATEWAY	CPU	E4200	00025487665	013671
1	GATEWAY	CPU	E4200	0026485201	013210
1	GATEWAY	CPU	E4200	0026438512	013206
1	POWERCOMP	MONITOR	1592MC	VB2512	013036
1	GATEWAY	MONITOR	EV900	MH63H8004088	012814
1	GATEWAY	MONITOR	VIVTRON	8361108	012679
1	HITACHI	MONITOR	21/80	G5G000798	012598
1	GATEWAY	MONITOR	VX720	7002201	012572
1	GATEWAY	CPU	E4200	0025439845	012189
1	GATEWAY	CPU	E4200	0125457820	012158
1	GATEWAY	CPU	E4200	0125456623	012103
1	GATEWAY	CPU	E4200	0025468926	011980
1	GATEWAY	MONITOR	VX900	G8D040258	011935
1	VIEWSONIC	MONITOR	G810	Q771214093	011840
1	VIEWSONIC	MONITOR	G810	Q773537535	011839
1	APPLE	MONITOR	POWER MAC2	MC0128525	011238
1	GATEWAY	CPU	E4200	0025537923	011131
1	GATEWAY	CPU	E4200	0026525528	011113
1	GATEWAY	MONITOR	E4200	0125487890	011079
1	GATEWAY	MONITOR	VX1120	106005276	011043
1	GATEWAY	CPU	G6-333	10111728	010998
1	GATEWAY	CPU	G6-333	10033945	010828
1	GATEWAY	CPU	G6-333	10111738	010818
1	GATEWAY	MONITOR	500CS	15013B057857	010635
1	GATEWAY	CPU	E4200	0026525420	010325
1	GATEWAY	CPU	E4200	0026524660	010268
1	GATEWAY	CPU	E4200	0026426594	010263
1	GATEWAY	CPU	E4200	0025486923	010237
1	GATEWAY	CPU	E3100	00053952041	009694
1	GATEWAY	CPU	E3100	7637010	009692
1	GATEWAY	CPU	E3100	7636976	009689
1	GATEWAY	CPU	E3100	7637016	009688
1	GATEWAY	CPU	E3100	7636937	009648
1	GATEWAY	CPU	E3100	7636995	009646
1	GATEWAY	CPU	E3100	7637003	009637
1	GATEWAY	CPU	E3100	7636963	009630
1	GATEWAY	MONITOR	VIVITRON	8070532	009617
1	GATEWAY	CPU	E3100	7636967	009603
1	COMPAQ	MONITOR	COMPAQ462	545AA03AA692	009322
1	GATEWAY	CPU	E4200	00052982015	009224
1	GATEWAY	MONITOR	VIVITRON	002548507	009224
1	GATEWAY	CPU	P5-133	00015426641	008645

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	PANASONIC	FAX MACHINE	UF-755	521521LM21	008624
1	GATEWAY	MONITOR	VIVITRON	005478589	008292
1	APPLE	MONITOR	POWER MAC2	MC0125920	008020
1	HP	PRINTER	810C	SG9301W29Z	007822
1	APPLE	MONITOR	COLOR 5C	MC0129213	007786
1	APPLE	MONITOR	POWER MAC2	MC0125801	007781
1	APPLE	MONITOR	POWER MAC2	MC0125751	007780
1	APPLE	MONITOR	POWER MAC2	MC0129213	007779
1	APPLE	MONITOR	POWER MAC2	MC0125854	007777
1	XEROX	TYPEWRITER	6015	104301	001569
1	IBM	MONITOR/CPU	G50	23DZ872	-----
1	BUHIL	OVERHEAD	LW-12A6	C58650	-----
1	BUHIL	OVERHEAD	LW-12A6	C58681	-----
1	BUHIL	OVERHEAD	LW-12A6	C59160	-----
1	BUHIL	OVERHEAD	LW-12A6	C59163	-----
1	HP	PRINTER	3820	WS2142445	-----
1	GATEWAY	CPU	LPMINI-TOWER	0007636971	009751
1	GATEWAY	CPU	E-3100	0007588550	015952
1	GATEWAY	CPU	E-31100	0010112271	011328
1	GATEWAY	CPU	E-3100	000758825	009563
1	GATEWAY	CPU	E-3100	0008135027	012372
1	GATEWAY	CPU	E-4200	0011137936	012189
1	GATEWAY	MONITOR	YE0711-01	MH54GC058235	009423
1	APPLE	MONITOR	RGB	7004700	002156
1	GATEWAY	MONITOR	VIVITRON 15	8072459	008152
1	IIYAMA	MONITOR	MT-9017E		009858
1	SONY	MONITOR	GDM500PS	2709347	
1	MITSUBISHI	MONITOR	FR8905SKHK	701014363	012392
1	MITSUBISHI	MONITOR	FR8905SKHK	701014567	012408
1	MITSUBISHI	MONITOR	FR8905SKHK	701014655	012391
1	MITSUBISHI	MONITOR	FR8905SKHK	401014370	012401
1	MITSUBISHI	MONITOR	FR8905SKHK	701014361	012400
1	GATEWAY	MONITOR	E700	MLA8J4196014	012375
1	MITSUBISHI	MONITOR	FR8905SKHK	701014369	012390
1	GATEWAY	MONITOR	VIVITRON	8075361	009716
1	GATEWAY	MONITOR	CPD-GF250T	8070368	009722
1	IIYAMA	MONITOR	MT-9017E	5122122	008731
1	GATEWAY	MONITOR	E700	MLA8JA486932	014902
1	GATEWAY	MONITOR	EV700	ML54HC213503	
1	GATEWAY	MONITOR	CPD-GF250T	8081539	009809
1	GATEWAY	MONITOR	CPD-GF250T	8065080	009742
1	GATEWAY	MONITOR	CPD-GF250T	8075406	009807
1	GATEWAY	MONITOR	CPD-GF250T	8070367	009812
1	GATEWAY	MONITOR	CPD-GF250T	8070375	009813
1	GATEWAY	MONITOR	EV700	MLA8JA488242	014942

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-B-1

Date: March 15, 2005

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2004 through February 28, 2005. 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 4140 – Digital Library / Learning Resource Center	16
Resource 4150 – Self-Funded Equipment and Facility Projects	17
Resource 4160 – General Obligation Bond Funded Capital Outlay Projects	18
<u>Internal Service Funds</u>	
Resource 6100 – Health and Liability Self-Insurance	19
Resource 6110 – Workers Compensation Self-Insurance	20
<u>Expendable Trust and Agency Funds</u>	
Associated Students of RCC	21
Student Financial Aid	22
RCCD Development Corporation	23



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-B-1

Date: March 15, 2005

Subject: Monthly Financial Report (cont'd)

Information Only: Attached for the Board's information is the Monthly Financial Report for the period ended February 28, 2005.

Salvatore G. Rotella  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 90,995,537	\$ 102,502,894	\$ 102,502,894	\$ 70,347,083
Intrafund Transfer from				
District Bookstore (Resource 1110)	410,000	510,000	510,000	255,000
Interfund Transfer from				
Self-Funded Equipment and				
Facility Projects (Resource 4150)	1,716,899	983,860	983,860	491,930
General Obligation Bond Funded				
Capital Outlay (Resource 4160)	746,127	0	0	0
Total Revenues	<u>\$ 93,868,563</u>	<u>\$ 103,996,754</u>	<u>\$ 103,996,754</u>	<u>\$ 71,094,013</u>
Expenditures				
Academic Salaries	\$ 43,635,772	\$ 47,238,166	\$ 46,963,940	\$ 29,390,266
Classified Salaries	19,605,799	22,313,577	22,215,298	13,231,121
Employee Benefits	15,685,131	18,854,101	19,062,539	10,995,700
Materials & Supplies	1,246,817	1,899,402	1,919,088	975,242
Services	8,448,385	11,124,193	11,174,151	6,163,520
Capital Outlay	913,980	1,091,128	1,185,551	291,804
Debt Service	1,373,447	0	0	0
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	610,740	665,157	665,157	332,578
Customized Solutions (Resource 1170)	171,390	173,470	173,470	86,736
EOPS (Resource 1190)	0	30,000	30,000	15,000
PASS (Resource 1190)	113,462	0	0	0
Federal Work Study (Resource 1190)	97,652	130,068	130,068	76,214
Cal Works (Resource 1190)	100,918	0	0	0
Matriculation (Resource 1190)	273,213	273,213	273,213	136,606
CITD (Resource 1190)	0	17,500	17,500	8,750
Charter School (Resource 1190)	0	40,229	40,229	40,229
Instr. Equipment Match (Resource 1190)	0	656,782	656,782	328,992
Performance Riverside (Resource 1090)	193,257	193,257	193,257	96,628
Interfund Transfer to:				
Resource 3300	0	320,000	320,000	186,667
Resource 6100	0	500,000	500,000	500,000
Total Expenditures	<u>\$ 92,469,963</u>	<u>\$ 105,520,243</u>	<u>\$ 105,520,243</u>	<u>\$ 62,856,053</u>
Revenues Over (Under) Expenditures	\$ 1,398,600	\$ (1,523,489)	\$ (1,523,489)	\$ 8,237,960
Beginning Fund Balance	<u>6,285,492</u>	<u>7,684,092</u>	<u>7,402,371</u>	<u>7,684,092</u>
Ending Fund Balance	<u>\$ 7,684,092</u>	<u>\$ 6,160,603</u>	<u>\$ 5,878,882</u>	<u>\$ 15,922,052</u>
Ending Cash Balance				<u>\$ 18,904,597</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Parking Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,807,126	\$ 1,852,246	\$ 1,852,246	\$ 1,517,851
Interfund Transfer from				
General Obligation Bond Funded				
Capital Outlay (Resource 4160)	<u>127,279</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenue	<u>\$ 1,934,405</u>	<u>\$ 1,852,246</u>	<u>\$ 1,852,246</u>	<u>\$ 1,517,851</u>
Expenditures				
Classified Salaries	\$ 802,839	\$ 1,088,931	\$ 1,088,931	\$ 685,042
Employee Benefits	235,253	338,119	338,119	161,046
Materials & Supplies	46,015	47,711	47,711	25,916
Services	198,681	215,407	215,407	130,708
Capital Outlay	44,042	93,629	161,301	18,037
Debt Service	<u>238,999</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 1,565,829</u>	<u>\$ 1,783,797</u>	<u>\$ 1,851,469</u>	<u>\$ 1,020,749</u>
Revenues Over (Under) Expenditures	\$ 368,576	\$ 68,449	\$ 777	\$ 497,102
Beginning Fund Balance	<u>415,503</u>	<u>784,079</u>	<u>784,079</u>	<u>784,079</u>
Ending Fund Balance	<u>\$ 784,079</u>	<u>\$ 852,528</u>	<u>\$ 784,856</u>	<u>\$ 1,281,181</u>
Ending Cash Balance				<u>\$ 1,153,542</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Student Health Services Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 508,848	\$ 582,194	\$ 582,194	\$ 431,383
Expenditures				
Academic Salaries	\$ 107,186	\$ 111,371	\$ 111,371	\$ 68,030
Classified Salaries	201,136	235,757	235,757	132,502
Employee Benefits	43,703	61,079	61,079	24,050
Materials & Supplies	19,799	91,165	91,165	15,217
Services	72,068	83,511	83,511	56,862
Capital Outlay	972	1,000	1,000	0
Total Expenditures	\$ 444,864	\$ 583,883	\$ 583,883	\$ 296,661
Revenues Over (Under) Expenditures	\$ 63,984	\$ (1,689)	\$ (1,689)	\$ 134,722
Beginning Fund Balance	269,104	333,088	333,088	333,088
Ending Fund Balance	\$ 333,088	\$ 331,399	\$ 331,399	\$ 467,810
Ending Cash Balance				\$ 467,712

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Community Education Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 787,162	\$ 919,530	\$ 919,530	\$ 771,275
Expenditures				
Academic Salaries	\$ 5,241	\$ 5,539	\$ 5,539	\$ 3,692
Classified Salaries	337,381	359,396	359,396	221,265
Employee Benefits	60,605	71,091	71,091	29,709
Materials & Supplies	10,578	14,247	12,247	7,187
Services	332,265	403,822	405,822	276,497
Capital Outlay	1,500	800	800	0
Total Expenditures	\$ 747,570	\$ 854,895	\$ 854,895	\$ 538,350
Revenues Over (Under) Expenditures	\$ 39,592	\$ 64,635	\$ 64,635	\$ 232,925
Beginning Fund Balance	(24,043)	15,549	15,549	15,549
Ending Fund Balance	\$ 15,549	\$ 80,184	\$ 80,184	\$ 248,474
Ending Cash Balance				\$ 248,474

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

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

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 716,748	\$ 683,682	\$ 683,682	\$ 548,503
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	96,628
Total Revenues	<u>\$ 910,005</u>	<u>\$ 876,939</u>	<u>\$ 876,939</u>	<u>\$ 645,131</u>
Expenditures				
Classified Salaries	\$ 313,925	\$ 269,380	\$ 269,380	\$ 172,994
Employee Benefits	91,883	76,665	76,665	36,195
Materials & Supplies	29,492	34,745	35,785	20,102
Services	441,689	494,151	493,111	333,229
Total Expenditures	<u>\$ 876,989</u>	<u>\$ 874,941</u>	<u>\$ 874,941</u>	<u>\$ 562,520</u>
Revenues Over (Under) Expenditures	\$ 33,016	\$ 1,998	1,998	\$ 82,611
Beginning Fund Balance	<u>(565,676)</u>	<u>(532,660)</u>	<u>(532,660)</u>	<u>(532,660)</u>
Ending Fund Balance	<u>\$ (532,660)</u>	<u>\$ (530,662)</u>	<u>\$ (530,662)</u>	<u>\$ (450,049)</u>
Ending Cash Balance				<u>\$ (450,049)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Contractor-Operated Bookstore Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 829,111	\$ 791,658	\$ 791,658	\$ 572,584
Interfund Transfer from				
General Obligation Bond Funded				
Capital Outlay (Resource 4160)	53,804	0	0	0
Total Revenue	<u>\$ 882,915</u>	<u>\$ 791,658</u>	<u>\$ 791,658</u>	<u>\$ 572,584</u>
Expenditures				
Classified Salaries	\$ 24,497	\$ 4,541	\$ 4,541	\$ 4,541
Employee Benefits	11,634	522	522	521
Services	23,863	25,619	25,619	14,881
Debt Service	102,497	0	0	0
Interfund Transfer to				
Food Services (Resource 3200)	226,930	326,930	326,930	163,465
Intrafund Transfer to				
General Operating (Resource 1000)	410,000	510,000	510,000	255,000
Total Expenditures	<u>\$ 799,421</u>	<u>\$ 867,612</u>	<u>\$ 867,612</u>	<u>\$ 438,408</u>
Revenues Over (Under) Expenditures	\$ 83,494	\$ (75,954)	\$ (75,954)	\$ 134,176
Beginning Fund Balance	38,124	121,618	121,618	121,618
Ending Fund Balance	<u>\$ 121,618</u>	<u>\$ 45,664</u>	<u>\$ 45,664</u>	<u>\$ 255,794</u>
Ending Cash Balance				<u>\$ 201,990</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Customized Solutions Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 272,878	\$ 563,038	\$ 763,038	\$ 113,648
Intrafund Transfer from General Operating (Resource 1000)	171,390	173,470	173,470	86,736
Total Revenue	<u>\$ 444,268</u>	<u>\$ 736,508</u>	<u>\$ 936,508</u>	<u>\$ 200,384</u>
Expenditures				
Academic Salaries	\$ 11,114	\$ 35,544	\$ 49,588	\$ 814
Classified Salaries	119,679	128,827	132,827	86,472
Employee Benefits	44,971	50,180	51,736	22,785
Materials & Supplies	9,067	30,167	40,667	5,694
Services	120,113	205,190	375,090	64,064
Capital Outlay	0	574	574	573
Total Expenditures	<u>\$ 304,944</u>	<u>\$ 450,482</u>	<u>\$ 650,482</u>	<u>\$ 180,403</u>
Revenues Over (Under) Expenditures	\$ 139,324	\$ 286,026	\$ 286,026	\$ 19,981
Beginning Fund Balance	<u>(166,368)</u>	<u>(27,044)</u>	<u>(27,044)</u>	<u>(27,044)</u>
Ending Fund Balance	<u>\$ (27,044)</u>	<u>\$ 258,982</u>	<u>\$ 258,982</u>	<u>\$ (7,063)</u>
Ending Cash Balance				<u>\$ (11,809)</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Redevelopment Pass-Through Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 499,839	\$ 526,106	\$ 526,106	\$ 102,754
Interfund Transfer from General Obligation Bond Fund Projects (Resource 4160)	95,553	0	0	0
Total Revenues	<u>\$ 595,392</u>	<u>\$ 526,106</u>	<u>\$ 526,106</u>	<u>\$ 102,754</u>
Expenditures				
Services	\$ 96,454	\$ 151,900	\$ 151,900	\$ 91,722
Capital Outlay	286,882	286,658	286,658	191,105
Total Expenditures	<u>\$ 383,336</u>	<u>\$ 438,558</u>	<u>\$ 438,558</u>	<u>\$ 282,827</u>
Revenues Over (Under) Expenditures	\$ 212,056	\$ 87,548	\$ 87,548	\$ (180,074)
Beginning Fund Balance	<u>1,439,767</u>	<u>1,651,823</u>	<u>1,651,823</u>	<u>1,651,823</u>
Ending Fund Balance	<u>\$ 1,651,823</u>	<u>\$ 1,739,371</u>	<u>\$ 1,739,371</u>	<u>\$ 1,471,750</u>
Ending Cash Balance				<u>\$ 1,376,197</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Grants and Categorical Programs Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 12,459,168	\$ 17,791,991	\$ 18,355,308	\$ 7,433,423
Interfund Transfer from Self Funded Equip. and Facilities Projects (Resource 4150)				
For Instructional Equipment Match	163,506	0	0	0
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	610,740	665,157	665,157	332,578
For Cal Works	100,918	0	0	0
For EOPS	0	30,000	30,000	15,000
For PASS	113,462	0	0	0
For Federal Work Study	97,652	130,068	130,068	76,214
For Matriculation	273,213	273,213	273,213	136,606
For Gateway to College	0	40,229	40,229	40,229
For Instructional Equipment	0	656,782	656,782	340,065
For CITD	0	17,500	17,500	8,750
Total Revenues	<u>\$ 13,818,659</u>	<u>\$ 19,604,940</u>	<u>\$ 20,168,257</u>	<u>\$ 8,382,865</u>
Expenditures				
Academic Salaries	\$ 2,864,272	\$ 3,640,921	\$ 3,808,327	\$ 1,981,997
Classified Salaries	3,583,988	4,456,829	4,602,971	2,673,904
Employee Benefits	1,812,732	2,239,410	2,314,916	978,718
Materials & Supplies	943,376	1,083,500	1,199,649	373,735
Services	2,387,370	4,540,071	4,567,097	1,749,445
Capital Outlay	1,904,672	3,161,863	3,179,258	1,411,060
Scholarships	65,822	255,146	255,146	45,725
Student Grants (Financial, Book, Meal, Transportation)	256,427	227,200	240,893	107,438
Total Expenditures	<u>\$ 13,818,659</u>	<u>\$ 19,604,940</u>	<u>\$ 20,168,257</u>	<u>\$ 9,322,022</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (939,157)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (939,157)</u>
Ending Cash Balance				<u>\$ (1,499,519)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Food Services Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,328,533	\$ 1,351,058	\$ 1,351,058	\$ 761,173
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	226,930	326,930	326,930	163,465
Total Revenues	<u>\$ 1,555,463</u>	<u>\$ 1,677,988</u>	<u>\$ 1,677,988</u>	<u>\$ 924,638</u>
Expenditures				
Classified Salaries	\$ 526,861	\$ 565,719	\$ 565,719	\$ 320,071
Employee Benefits	175,001	213,400	213,400	78,399
Materials & Supplies	733,915	756,831	756,831	405,019
Services	82,860	130,419	130,419	54,975
Capital Outlay	9,832	10,000	10,000	2,505
Total Expenditures	<u>\$ 1,528,469</u>	<u>\$ 1,676,369</u>	<u>\$ 1,676,369</u>	<u>\$ 860,969</u>
Revenues Over (Under) Expenditures	\$ 26,994	\$ 1,619	\$ 1,619	\$ 63,669
Beginning Fund Balance	225,540	252,534	252,534	252,534
Ending Fund Balance	<u>\$ 252,534</u>	<u>\$ 254,153</u>	<u>\$ 254,153</u>	<u>\$ 316,203</u>
Ending Cash Balance				<u>\$ 279,331</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Child Care Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 748,380	\$ 815,926	\$ 815,926	\$ 433,070
Interfund Transfer from General Operating (Resource 1000)	0	320,000	320,000	186,667
Total Revenues	\$ 748,380	\$ 1,135,926	\$ 1,135,926	\$ 619,737
Expenditures				
Academic Salaries	\$ 488,769	\$ 684,600	\$ 676,600	\$ 357,186
Classified Salaries	61,202	124,710	132,710	71,118
Employee Benefits	110,306	180,797	180,797	63,296
Materials & Supplies	24,202	55,396	55,396	14,000
Services	28,756	55,704	55,704	16,924
Total Expenditures	\$ 713,235	\$ 1,101,207	\$ 1,101,207	\$ 522,523
Revenues Over (Under) Expenditures	\$ 35,145	\$ 34,719	\$ 34,719	\$ 97,214
Beginning Fund Balance	(36,600)	(1,455)	(1,455)	(1,455)
Ending Fund Balance	\$ (1,455)	\$ 33,264	\$ 33,264	\$ 95,759
Ending Cash Balance				\$ 142,351

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The State Construction & Scheduled Maintenance Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5,526,941	\$ 6,274,694	\$ 6,274,694	\$ 2,088,400
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	0	322,000	322,000	322,000
Total Revenues	<u>\$ 5,526,941</u>	<u>\$ 6,596,694</u>	<u>\$ 6,596,694</u>	<u>\$ 2,410,400</u>
Expenditures				
Materials & Supplies	\$ 0	\$ 70,000	\$ 75,000	\$ 39,704
Services	0	504,656	91,056	11,668
Capital Outlay	5,579,893	6,163,679	6,572,279	3,034,972
Total Expenditures	<u>\$ 5,579,893</u>	<u>\$ 6,738,335</u>	<u>\$ 6,738,335</u>	<u>\$ 3,086,344</u>
Revenues Over (Under) Expenditures	\$ (52,952)	\$ (141,641)	\$ (141,641)	\$ (675,944)
Beginning Fund Balance	193,388	140,436	140,436	140,436
Ending Fund Balance	<u>\$ 140,436</u>	<u>\$ (1,205)</u>	<u>\$ (1,205)</u>	<u>\$ (535,508)</u>
Ending Cash Balance				<u>\$ (520,628)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Child Development Center Capital Resource was established to account for the construction and expansion of the District's childcare facilities.

**Fund 41, Resource 4110 - Child Development Center Capital**

	Prior Year Actuals <u>7-1-03 to 6-30-04</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,435	\$ 2,500	\$ 2,500	\$ 3,580
Expenditures				
Capital Outlay	\$ 33,467	\$ 367,062	\$ 367,062	\$ 22,763
Total Expenditures	\$ 33,467	\$ 367,062	\$ 367,062	\$ 22,763
Revenues Over (Under) Expenditures	\$ (29,032)	\$ (364,562)	\$ (364,562)	\$ (19,183)
Beginning Fund Balance	393,594	364,562	364,562	364,562
Ending Fund Balance	<u>\$ 364,562</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 345,379</u>
Ending Cash Balance				<u>\$ 345,379</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Non-State Funded Capital Outlay Projects Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 992,841	\$ 15,000	\$ 15,000	\$ 11,423
Expenditures				
Capital Outlay	\$ 1,015,049	\$ 15,000	\$ 15,000	\$ 0
Total Expenditures	\$ 1,015,049	\$ 15,000	\$ 15,000	\$ 0
Revenues Over (Under) Expenditures	\$ (22,208)	\$ 0	\$ 0	\$ 11,423
Beginning Fund Balance	22,525	317	317	317
Ending Fund Balance	<u>\$ 317</u>	<u>\$ 317</u>	<u>\$ 317</u>	<u>\$ 11,740</u>
Ending Cash Balance				<u>\$ 11,740</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The La Sierra Capital Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 79,616	\$ 85,000	\$ 85,000	\$ 35,212
Sale of Land	130,000	0	0	0
Interfund Transfer from General Obligation Bond Funded Projects (Resource 4160)	98,238	0	0	0
Total Revenues	\$ 307,854	\$ 85,000	\$ 85,000	\$ 35,212
Expenditures				
Services	\$ 4,731	\$ 73,719	\$ 73,719	\$ 107,164
Capital Outlay	143,833	2,191,737	3,187,687	1,173,895
Total Expenditures	\$ 148,564	\$ 2,265,456	\$ 3,261,406	\$ 1,281,059
Revenues Over (Under) Expenditures	\$ 159,290	\$ (2,180,456)	\$ (3,176,406)	\$ (1,245,847)
Beginning Fund Balance	7,220,546	7,379,836	7,379,836	7,379,836
Ending Fund Balance	\$ 7,379,836	\$ 5,199,380	\$ 4,203,430	\$ 6,133,989
Ending Cash Balance				\$ 6,134,893



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Digital Library / Learning Resource Center Resource is used to account for state revenues and expenditures associated with constructing and equipping the Digital Library / Learning Resource Center.

**Fund 41, Resource 4140 - Digital Library / Learning Resource Center**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,039,116	\$ 926	\$ 926	\$ 866
Expenditures				
Materials & Supplies	\$ 6,697	\$ 0	\$ 0	0
Capital Outlay	2,032,419	926	926	\$ 866
Total Expenditures	\$ 2,039,116	\$ 926	\$ 926	\$ 866
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Ending Cash Balance				<u>\$ 0</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Self-Funded Equipment and Facility Projects Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 28,551	\$ 0	\$ 0	\$ 8,362
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	494,483	0	0	0
Total Revenues	<u>\$ 523,034</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 8,362</u>
Expenditures				
Services	\$ (2,014)	\$ 0	\$ 0	\$ 0
Capital Outlay	1,262,144	0	0	0
Interfund Transfers to:				
General Operating (Resource 1000)	1,716,899	983,860	983,860	491,930
Grants & Categorical Programs (Resource 1190)	174,579	0	0	0
Total Expenditures	<u>\$ 3,151,608</u>	<u>\$ 983,860</u>	<u>\$ 983,860</u>	<u>\$ 491,930</u>
Revenues Over (Under) Expenditures	\$ (2,628,574)	\$ (983,860)	\$ (983,860)	\$ (483,568)
Beginning Fund Balance	<u>4,696,131</u>	<u>2,067,557</u>	<u>2,067,557</u>	<u>2,067,557</u>
Ending Fund Balance	<u>\$ 2,067,557</u>	<u>\$ 1,083,697</u>	<u>\$ 1,083,697</u>	<u>\$ 1,583,989</u>
Ending Cash Balance				<u>\$ 1,583,990</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The General Obligation Bond Funded Capital Outlay Projects Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 0	\$ 276,025	\$ 276,025	\$ 211,968
Proceeds from General Obligation Bond Series A and B	<u>1,615,483</u>	<u>66,214,892</u>	<u>66,214,892</u>	<u>66,214,892</u>
Total Revenues	<u>\$ 1,615,483</u>	<u>\$ 66,490,917</u>	<u>\$ 66,490,917</u>	<u>\$ 66,426,860</u>
Expenditures				
Materials & Supplies	\$ 0	\$ 0	\$ 62,915	\$ 0
Services	0	1,042,500	1,078,818	945,507
Capital Outlay	0	1,172,716	33,524,694	2,670,829
Debt Service	0	11,582,875	11,582,875	11,582,875
Interfund Transfers to:				
General Operating (Resource 1000)	746,126	0	0	0
Parking (Resource 1050)	127,279	0	0	0
Bookstore Contract Operated (Resource 1110)	53,804	0	0	0
Redevelopment Pass-Through (Resource 1180)	95,553	0	0	0
Intrafund Transfers to:				
State Construction (Resource 4100)	0	322,000	322,000	322,000
La Sierra Capital (Resource 4130)	98,238	0	0	0
Self Funded Equip & Facility Projects (Resource 4150)	<u>494,483</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 1,615,483</u>	<u>\$ 14,120,091</u>	<u>\$ 46,571,302</u>	<u>\$ 15,521,211</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 52,370,826	\$ 19,919,615	\$ 50,905,649
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 52,370,826</u>	<u>\$ 19,919,615</u>	<u>\$ 50,905,649</u>
Ending Cash Balance				<u>\$ 51,928,411</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Health and Liability Self-Insurance Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 3,156,670	\$ 4,104,870	\$ 4,104,870	\$ 2,904,239
Interfund transfer from				
General Operating (Resource 1000)	0	500,000	500,000	500,000
Intrafund transfer from				
Workers' Compensation (Resource 6110)	0	102,097	102,097	102,097
Total Revenue	<u>\$ 3,156,670</u>	<u>\$ 4,706,967</u>	<u>\$ 4,706,967</u>	<u>\$ 3,506,336</u>
Expenditures				
Classified Salaries	\$ 108,614	\$ 113,432	\$ 113,432	\$ 82,344
Employee Benefits	56,043	45,866	45,866	22,042
Materials & Supplies	2,388	4,050	3,658	2,255
Services	3,751,662	4,275,808	4,273,308	1,611,466
Capital Outlay	0	0	2,892	2,347
Total Expenditures	<u>\$ 3,918,707</u>	<u>\$ 4,439,156</u>	<u>\$ 4,439,156</u>	<u>\$ 1,720,455</u>
Revenues Over (Under) Expenditures	\$ (762,037)	\$ 267,811	\$ 267,811	\$ 1,785,881
Beginning Fund Balance	<u>(252,517)</u>	<u>(1,014,554)</u>	<u>(1,014,554)</u>	<u>(1,014,554)</u>
Ending Fund Balance	<u>\$ (1,014,554)</u>	<u>\$ (746,743)</u>	<u>\$ (746,743)</u>	<u>\$ 771,327</u>
Ending Cash Balance				<u>\$ 1,427,626</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Workers' Compensation Self-Insurance Resource 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 808,408	\$ 871,840	\$ 871,840	\$ 552,584
Expenditures				
Classified Salaries	\$ 37,051	\$ 38,721	\$ 38,721	\$ 28,057
Employee Benefits	14,025	15,605	15,605	7,669
Materials & Supplies	(6)	500	500	206
Services	356,058	806,045	806,045	637,488
Intrafund Transfer to Health & Liability Self Ins (Resource 6100)	0	102,097	102,097	102,097
Total Expenditures	\$ 407,128	\$ 962,968	\$ 962,968	\$ 775,517
Revenues Over (Under) Expenditures	\$ 401,280	\$ (91,128)	\$ (91,128)	\$ (222,933)
Beginning Fund Balance	621,609	1,022,889	1,022,889	1,022,889
Ending Fund Balance	\$ 1,022,889	\$ 931,761	\$ 931,761	\$ 799,956
Ending Cash Balance				\$ 1,541,032

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Associated Students of RCC Account Group 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 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 580,748	\$ 558,406	\$ 558,406	\$ 553,277
Expenditures				
Materials & Supplies	\$ 526,084	\$ 558,406	\$ 558,406	\$ 296,794
Other Outgo	7,015	0	0	(11,352)
Total Expenditures	\$ 533,099	\$ 558,406	\$ 558,406	\$ 285,442
Revenues Over (Under) Expenditures	\$ 47,649	\$ 0	\$ 0	\$ 267,835
Beginning Fund Balance	826,448	874,097	874,097	874,097
Ending Fund Balance	\$ 874,097	\$ 874,097	\$ 874,097	\$ 1,141,932
Ending Cash Balance				\$ 1,745,735

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

The Student Financial Aid Account Group 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. Also included are reimbursements to the District for the Federal Work Study Grant.

**Student Financial Aid**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 8,887,131
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 8,406,606
Total Expenditures	\$ 14,872,562	\$ 12,334,298	\$ 12,334,298	\$ 8,406,606
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 480,525
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 480,525
Ending Cash Balance				\$ 481,775

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED FEBRUARY 28, 2005**

RCCD Development Corporation is used to account for financial transactions related to the development corporation. This corporation currently has very little activity but remains operational should the District need to use it for future transactions related to property development. Revenues consist of interest income. Expenses are for tax filing fees paid to the state.

**RCCD Development Corporation**

	Prior Year Actuals 7-1-03 to 6-30-04	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 32	\$ 0	\$ 0	\$ 11
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 12	\$ 0	\$ 0	\$ (9)
Beginning Fund Balance	16,212	16,224	16,224	16,240
Ending Fund Balance	<u>\$ 16,224</u>	<u>\$ 16,224</u>	<u>\$ 16,224</u>	<u>\$ 16,231</u>
Ending Cash Balance				<u>\$ 16,231</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-1-a

Date: March 15, 2005

Subject: Agreement with Nick DeGruccio

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Nick DeGruccio, a professional director of musical theatre and a member of Society of Stage Directors and Choreographers (SDCC), who will direct the show, create the musical staging and develop the concept for the set design of "Fantasticks" for Performance Riverside. The term of this agreement is February 24, 2005, through April 1, 2005, for a total fee of \$8,000.00. Funding source: General Fund

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such he is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement between Riverside Community College District and Nick DeGruccio, from February 24-April 1, 2005, for an amount not to exceed \$8,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

Independent Contractor Agreement  
Between  
Riverside Community College District  
And  
Nick DeGruccio

This Agreement, entered into this February 24, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Nick DeGruccio, whose address is 2910 Riverside Drive, Apartment A, Burbank, California, 91505 hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning February 24, 2005, and will continue in effect until April 1, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 Representatives. Contractor's representative shall be Nick DeGruccio, who shall be the person in charge of all services to be performed hereunder. Contractor's representative shall be available to RCCD at all reasonable times. Any substitution or replacement of Contractor's representative shall require prior approval, in writing, by RCCD's representative.

4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such

additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. 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.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

- 4.07 Assignment. 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.
- 4.08 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

#### ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. Contractor hereby agrees that all written materials related to the work and produced as a result of this Agreement shall remain the sole property of the Client and may be used by the Client for any and all desired purposes.

#### ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 15 days written notice to the other.

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or

promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

7.04 Debarment, Suspension, and Other Responsibility Matters. Contractor agrees to comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Riverside Community College District

Nick DeGruccio

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

\_\_\_\_\_  
Nick DeGruccio, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Riverside Community College District  
Independent Contractor Agreement with  
Nick DeGruccio

SCOPE OF SERVICES

Director, “Fantasticks”  
Musical Staging of “Fantasticks”  
Concept for Set Design of “Fantasticks”

Nick DeGruccio is a professional director of musical theatre and a member of Society of Stage Directors and Choreographers (SDCC) and will direct the production, create the musical staging and develop the concept for the set design of “Fantasticks” by Performance Riverside. With this agreement, Mr. DeGruccio will perform services and produce deliverables as detailed within this scope of service.

Mr. DeGruccio will:

1. Direct the production of “Fantasticks” with services beginning with auditions on February 24, 2005, and continuing through April 1, 2005, opening night.
2. Cultivate the musical staging for the production of “Fantasticks” with services beginning on February 24, 2005, and continuing through April 1, 2005.
3. Develop the concept for set design for the production of “Fantasticks” with services beginning on February 24, 2005, and continuing through April 1, 2005.

Payment for the three items listed above will total a fee of \$8,000.00. The \$8,000.00 fee will include any agent’s fees, which Mr. DeGruccio will pay himself. Two payments of \$4,000.00 each will be made on March 14, 2005 and April 1, 2005.

Performance Riverside agrees to make pension and health payments to the Society of Stage Directors and Choreographers (SSDC)—League Pension Fund and League Health Fund, on behalf of Mr. DeGruccio.

Deliverables

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

- Direct the production of “Fantasticks” with services beginning on February 24, 2005, and continuing through April 1, 2005.
- Create the musical staging for the production of “Fantasticks” with services beginning on February 24, 2005, and continuing through April 1, 2005.
- Develop the concept for set design for the production of “Fantasticks” with services beginning on February 24, 2005, and continuing through April 1, 2005.

Payment for the three items listed above will total a fee of \$8,000.00. The \$8,000.00 fee will include any agent’s fees, which Mr. DeGruccio will pay himself. Two payments of \$4,000.00 each will be made on March 14, 2005 and April 1, 2005.

EXHIBIT B

Riverside Community College District  
Independent Contractor Agreement with  
Nick DeGruccio

COMPENSATION

Directing, Musical Staging, and Set Conception

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$8,000.00 for delivery of the direction of “Fantasticks,” creation of the musical staging for the production of “Fantasticks” and development of the concept for set design for the production of “Fantasticks” to be paid in arrears upon submission of an invoice. The agreed upon total of \$8,000.00 includes all Contractor outlays (time, travel, materials, and the payment of the agent’s fees, etc.). Two payments of \$4,000.00 each will be made on March 14, 2005 and April 1, 2005.
2. If the Contractor does not deliver the aforementioned services for the production of “Fantasticks”, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

Performance Riverside agrees to make pension and health payments to the Society of Stage Directors and Choreographers (SSDC)—League Pension Fund and League Health Fund on behalf of Mr. DeGruccio, a member of SDCC.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-1-b

Date: March 15, 2005

Subject: Agreement with Sarah Stevenson

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Sarah Stevenson, a free-lance writer and artist from Mills College. Ms. Stevenson will conduct research for RSA grades 9 – 12 related to a project-based arts centered curriculum, arts assessment and student learning outcomes. The term of this agreement is March 16, 2005, through June 17, 2005, for a total fee of \$2,800.00. Funding source: RSA FIE#2 Grant (SPP 223).

The service provider identified in this agreement does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Sarah Stevenson, from March 16-June 17, 2005, for an amount not to exceed \$2,800.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

Independent Contractor Agreement  
Between  
Riverside Community College District  
And  
Sarah Stevenson

This Agreement, entered into this March 16, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Sarah Stevenson, whose address is 324 Shannon Drive, Modesto, California, 95354 hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF AGREEMENT

1.01 This Agreement is effective to cover activities beginning March 16, 2005, and will continue in effect until June 17, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 Representatives. Contractor's representative shall be Sarah Stevenson, who shall be the person in charge of all services to be performed hereunder. Contractor's representative shall be available to RCCD at all reasonable times. Any substitution or replacement of Contractor's representative shall require prior approval, in writing, by RCCD's representative.

4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such

additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. 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.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

- 4.07 Assignment. 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.
- 4.08 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

#### ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. Contractor hereby agrees that all written materials related to the work and produced as a result of this Agreement shall remain the sole property of the Client and may be used by the Client for any and all desired purposes.

#### ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 15 days written notice to the other.

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or

promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

7.04 Debarment, Suspension, and Other Responsibility Matters. Contractor agrees to comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Riverside Community College District

Sarah Stevenson

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

\_\_\_\_\_  
Sarah Stevenson, Freelance Writer and Artist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Riverside Community College District  
Independent Contractor Agreement with  
Sarah Stevenson

SCOPE OF SERVICES

Conduct research related to curriculum development for Riverside School for the Arts.

Sarah Stevenson is a free-lance writer and artist from Mills College with a B.A. in Art and an M.F.A. in Creative Writing. Ms. Stevenson will conduct research related to curriculum development for RSA. Ms. Stevenson will perform services and produce deliverables as detailed within this scope of service.

Ms. Stevenson will:

1. Research project-based, arts-centered learning for grades 9 through 12 and find and evaluate “Best Practices.” Services begin on March 16, 2005, and continue through June 17, 2005.
2. Research arts assessment and student learning outcomes. Services begin on March 16, 2005, and continue through June 17, 2005.
3. Research other curriculum models as appropriate to the scope of RSA. Services will begin on March 16, 2005, and continue through June 17, 2005.
4. Assist with other projects regarding arts-centered learning, if time allows. Services will begin on March 16, 2005, and continue through June 17, 2005.

Payment for the projects listed above will total a fee of \$2,800.00.

Deliverables

The following will be delivered to the Client on or before June 17, 2005, as a result of the provision of services described within this Scope of Services.

- “Best Practices” in 9-12, project-based, arts-centered curricula and community college curricula.
- Standards for “arts assessment” in California and other states—models for student learning outcomes.

- Summary of findings and appropriate examples of effective arts curriculum models appropriate to RSA's scope.
- Other projects as needed, if time allows.

Payment for the projects listed above will total a fee of \$2,800.00.

EXHIBIT B

Riverside Community College District  
Independent Contractor Agreement with  
Sarah Stevenson

COMPENSATION

Conduct research related to curriculum development for Riverside School for the Arts.

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$2,800.00 for delivery of research related to curriculum development for RSA, to be paid in arrears upon submission of an invoice. The agreed upon total of \$2,800.00 includes all Contractor outlays (time, travel, materials, etc.).
2. If the Contractor does not deliver the aforementioned services for the research for RSA, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-1-c  
Subject: Agreement with Kristen Johansen

Date: March 15, 2005

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Kristen Johansen, a professional dancer, choreographer and teacher, who will provide a three-day residency in dance and movement. She will present a Master class for dance students on the Riverside campus and a "Parent and Me" workshop program for the Early Childhood Center. In addition, she will be in conduct a one-day residency at Nuview Bridge High School, one of the RSA partner schools. The term of this agreement is April 6, 2005 through April 8, 2005, for a total fee of \$3,000.00. Funding source: RSA FIE#2 Grant (SPP 223).

The service provider identified in this agreement does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and Kristen Johansen, for April 6-8, 2005, for an amount not to exceed \$3,000.00 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

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

Independent Contractor Agreement  
Between  
Riverside Community College District  
And  
Kirsten Johansen

This Agreement, entered into this April 6, 2005, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Kirsten Johansen, whose address is 433 54<sup>th</sup> Street #2R, Brooklyn, NY, 11220, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF AGREEMENT

- 1.01 This Agreement is effective to cover activities beginning April 6, 2005, and will continue in effect until April 8, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE III. COMPENSATION

- 3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Representatives. Contractor's representative shall be Kirsten Johansen, who shall be the person in charge of all services to be performed hereunder. Contractor's representative shall be available to RCCD at all reasonable times. Any substitution or replacement of Contractor's representative shall require prior approval, in writing, by RCCD's representative.

- 4.02 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.03 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.04 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.05 Indemnification and Hold Harmless. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgements, attorney's fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The Consultant also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the presentation.
- 4.06 Insurance. Contractor shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.
- 4.07 Assignment. 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.
- 4.08 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all

Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

#### ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 5.02 Use of Project Deliverables. Contractor hereby agrees that all written materials related to the work and produced as a result of this Agreement shall remain the sole property of the Client and may be used by the Client for any and all desired purposes.

#### ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 15 days written notice to the other.

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.
- 7.04 Debarment, Suspension, and Other Responsibility Matters. Contractor agrees to comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Riverside Community College District

Artist in Residence

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

\_\_\_\_\_  
Kirsten Johansen, Professional Dancer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Riverside Community College District  
Independent Contractor Agreement with  
Kirsten Johansen

SCOPE OF SERVICES

Three-day residency in dance and movement

Kirsten Johansen is a professional dancer, choreographer and teacher and will provide a three-day residency in dance and movement for Riverside School for the Arts. With this agreement, Ms. Johansen will perform services and produce deliverables as detailed within this scope of service.

Ms. Johansen will:

- Conduct a master class with dance students at Riverside Community College on April 6, 2005.
- Conduct an early childhood “Parent and Me” workshop on movement and music on April 7, 2005.
- Conduct a one-day artistic residency at Nuview Bridge Charter High School on April 8, 2005.

Payment for the three items listed above will total a fee of \$3,000.00.

Deliverables

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

- Conduct an early childhood “Parent and Me” workshop on movement and music.
- Conduct a one-day artistic residency at Nuview Bridge Charter High School.
- Conduct a master class with dance students at Riverside Community College.

Payment for the three items listed above will total a fee of \$3,000.00.

EXHIBIT B

Riverside Community College District  
Independent Contractor Agreement with  
Kirsten Johansen

COMPENSATION

Three-day residency in dance and movement.

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$3,000.00 for delivery of a three-day residency in dance and movement to be paid in arrears upon submission of an invoice. The agreed upon total of \$3,000.00 includes all Contractor outlays (time, travel, materials, etc.).
2. If the Contractor does not deliver the aforementioned services for the presentation of a three-day residency in dance and movement, no funds will be deemed due the Contractor by the Client.
3. Contractor shall submit invoices to Client for services rendered as indicated in the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-1-d  
Subject: Agreement with ZFX, Incorporated

Date: March 15, 2005

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and ZFX, Incorporated, a professional special effects corporation. Within this agreement, ZFX, Incorporated will provide supervision of the installation, choreography, training and instruction on equipment removal/return for Performance Riverside's, Fantasticks. The term of this agreement is March 22, 2005 through March 25, 2005, for a total fee of \$3,250.00, plus expenses. Funding source: General Fund.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have material effect on financial interests of the District. As such it is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and ZFX, Incorporated, for March 22-25, 2005, for a fee not to exceed \$3,250.00, plus expenses, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

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





**SUBMIT TO:** ZFX, Inc.  
 16360 Rosewood Street  
 Fountain Valley, CA 92708  
 (714) 777-1010 fax (714) 777-1192  
 www.zfxflying.com

**SPECIAL EFFECTS AND SERVICES CONTRACT**

This agreement is made by and between ZFX, Inc. hereinafter named "ZFX" and Riverside Community College District hereinafter named "Client". Please read this agreement carefully as it represents all aspects and promises made to Client.

**1. CLIENT INFORMATION**

**Company:** Riverside Community College District  
**Contact:** Carolyn Quin, Dean of Arts - Producer  
**Phone:** 951-222-8143  
**Fax:** 951-328-3548

**Address 1:** 4800 Magnolia Ave.  
**Address 2:**  
**City:** Riverside  
**State:** CA **Zip:** 92506

**2. SHOW INFORMATION** - ZFX will provide flying effects and services for the dates listed below. Flying Illusionist on location will provide supervision of installation, choreography, training and instruction on equipment removal/return.

**Show Title:** The Fantasticks  
**Load In Date:** 3/23/2005  
**Opening Date:** 4/1/2005  
**Closing Date:** 4/17/2005

<u>Flying Illusionist</u>	<u>Days on Location</u>	<u>Hotel Check-In</u>	<u>Hotel Check-Out</u>
#1	2 days	3/22/2005	3/25/2005
#2			
#3			

**3. FLYING EFFECTS PROVIDED** - ZFX will provide the following equipment for the desired effects listed.

<u>Qty</u>	<u>Equipment for Desired Effects</u>	<u>Additional Items</u>	<u>Price</u>
1	Flying System: Track, Double Wire		
1	Harness		

**4. COST AND EXPENSES** - Client agrees to pay ZFX the following for services and effects rendered listed on payment schedule. Total Amount Due includes total cost for effects listed above.

Initial Here  **Cost of Services:** \$3,250.00  
**Additional Items:** \$0.00  
**Total Amount Due:** \$3,250.00

(Expenses are not included - See next page, "Client Responsibility")

<u>Payment Schedule</u>	<u>Amount</u>	<u>Due Date</u>
<b>First Payment:</b>	\$1,750.00	3/1/2005
<b>Balance Due:</b>	\$1,500.00	3/24/2005
<b>Expenses:</b>	<b>Undetermined</b>	Upon Load-In

**5. CONTRACT NOTES -**

February 18, 2005



SUBMIT TO: ZFX, Inc.  
16360 Rosewood Street  
Fountain Valley, CA 92708  
(714) 777-1010 fax (714) 777-1192  
www.zfxflying.com

**6. CLIENT RESPONSIBILITY**

Initial Here

- a. Client is responsible for all expenses including hotel (price is based on hotel of Client's choice), air transportation (coach fare), ground transportation (if car is provided, economy car is acceptable), equipment freight charges (rate to be quoted) and daily meal allowances (\$40 per day, to include travel days). Client will be invoiced accordingly.
- b. Air transportation will be arranged by ZFX based on show date requirements and calendar schedules. Only transferable airline coupons are accepted. ZFX is not responsible for airline reservations made by Client on behalf of the production.
- c. Client is responsible for hotel reservations with guaranteed late arrival and direct billing to Client (home stays are not acceptable). Client is responsible for all ground transportation. If rental car is not provided, client is obligated to provide transportation for illusionist to and from venue and airport during entire stay on location.
- d. **IMPORTANT:** Unless contract specifies otherwise, final balance due for cost of services and all expenses to date must be presented to the technical illusionist prior to installation of equipment. The illusionist will not load-in your show without payment in full. DO NOT MAIL YOUR BALANCE DUE CHECK.

**7. EQUIPMENT SHIPMENT**

Initial Here

- a. Equipment is shipped ground freight and will be delivered directly to the theatre. Once equipment is shipped, you will be notified of carrier and waybill number for tracking. Client will be given an approximate arrival date and is responsible for tracking such date through carrier. A Client representative must be present to accept the shipment. Any additional delivery charges due to non-acceptance of the equipment are the sole responsibility of the Client.
- b. Unless an illusionist is staying on location for the entire show run, Client is responsible for the safe removal and return of the equipment within three days of show closing. The equipment must be returned in the same shipping method sent. Client is responsible for any damage to the equipment during return shipping until it arrives at the ZFX warehouse located at 1729 Stocker Street, No. Las Vegas, NV 89030, (702) 399-8300.

**8. INSTALLATION AND REMOVAL REQUIREMENTS**

Initial Here

- a. Technical worksheets and harness charts are due at least 30 days prior to load-in. Client may be responsible for additional installation charges once technical worksheet has been received. Any charges for overnight harness shipments due to late harness charts are the sole responsibility of Client.
- b. Client is responsible for providing a minimum of one person per travel line and one person per lift line (heavier loads may require two people per lift line.) All operators must be at all rehearsals.
- c. Client must provide a minimum of four capable people to assist with load-in and equipment removal. If sufficient personnel are not provided to assist in load-in or strike, there will be an additional \$500 rigging charge due immediately. Client will ensure the facility is safe to install and operate the illusion and equipment. ZFX has the final say whether a facility is safe to rig. If ZFX deems the facility unsafe once on location, Client is responsible for 50% payment and all expenses to date.
- d. The Client will accept the equipment as received and will be considered in good condition unless otherwise listed in writing and presented to the illusionist. The equipment must be returned in the condition it arrived outside of normal wear and tear. If determined that the equipment has suffered more than expected wear and tear, repair charges will be assessed and deducted from the Client's damage deposit. Balance of deposit will be returned to CLIENT within 21 days of equipment's safe return. If any items are lost or permanently damaged, CLIENT will pay full replacement costs. The equipment may not be altered without permission in writing from ZFX, INC..



**SUBMIT TO:** ZFX, Inc.  
16360 Rosewood Street  
Fountain Valley, CA 92708  
(714) 777-1010 fax (714) 777-1192  
www.zxflying.com

**9. INDEMNIFICATION AND INSURANCE**

Initial  
Here

- a. During all phases of this Agreement, Client agrees to defend, indemnify and save harmless ZFX, its officers, agents, sub-contractors and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which ZFX, its officers, agents, sub-contractors and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Client's performance under the terms of this Agreement, excepting only liability arising out of the negligence of ZFX.
- b. Client expressly agrees to ensure that anyone utilizing the ZFX equipment is covered by Client's own Workers' Compensation Insurance, or Client's own liability insurance, whichever applies. Any release must include ZFX and its employees among those released from responsibility and liability. Client must procure fire insurance and endorse ZFX at the client's own expense, as well as general liability insurance covering operators and users of ZFX equipment.
- c. All individuals using the ZFX equipment must sign an indemnification form prior to the first flight.

**10. OTHER IMPORTANT INFORMATION**

Initial  
Here

- a. Title page and bio program credit and/or scrolling video credit are required in legible font to read "Flying Effects provided by ZFX, Inc." Client is subject to a \$500 penalty charge if program credit is not provided. Any advertising or poster publicity must mention ZFX with the same wording.
- b. Videotaping or photographing of the operation and design of harness and/or equipment is strictly prohibited without prior approval of ZFX.
- c. ZFX has the right to enter the venue at anytime to remove the equipment due to non-payment. Client is not authorized to utilize the ZFX equipment any longer than stated on this agreement unless prior authorization and additional payment in full has been received. No one other than a ZFX employee or subcontractor is authorized to remove or modify the ZFX equipment or harnesses.
- d. Cancellations must be received 30 days prior to load-in date. Booking deposits are non-refundable but can be used toward a future production. In the event of a cancellation, client is responsible for all expenses to date including airline reservations, freight costs and any custom equipment that has been produced specifically for this production.
- e. This agreement shall be construed to be in accordance with and governed by the laws of the State of California. If there is cause for litigation, client will be responsible for all traveling expenses for a ZFX representative(s). The signatures of both parties here below signify mutual agreement to all the terms herein. I have read each section thoroughly and my initials indicate that I understand and agree in full.

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
ZFX Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-2-a

Date: March 15, 2005

Subject: Subcontract with the University of California, Riverside

Background: Attached for the Board's consideration is a subcontract between the Riverside Community College District (RCCD) and the University of California, Riverside (UCR) regarding a new Teacher Quality Enhancement Grant awarded to UCR. A provision in the grant contract between UCR and the U.S. Department of Education provides that UCR partner with RCCD and three other community colleges named in the grant. The master government contract, as well as the subcontract with the RCCD, focuses on increasing the number and improving the quality of science teachers. The term of the subcontract is March 16, 2005 through September 30, 2009. Riverside Community College District's expected share of the federal award is \$92,000.00 per year for five years, for a total of \$460,000.00. Funding in subsequent budget periods after September 30, 2005 is dependent upon RCCD completing approved activities and the availability of Government funding. Funding Source: U.S. Department of Education Grant Award P336B040020 to The Regents of the University of California (for UCR).

This subcontract, as well as the master contract referenced within it, has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director of Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the subcontract with the University of California, Riverside to serve students preparing to become science teachers, for the period March 16, 2005 through September 30, 2009. It is recommended that the Vice Chancellor, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Irving G. Hendrick  
Dean, School of Education

Subcontract No. S-00093

Subcontract

Schedule

This Subcontract is entered into this 16th day of March 2005, by and between the Regents of the University of California, (hereinafter referred to as "UNIVERSITY") and Riverside Community College District (hereinafter referred to as "RCCD").

#### I. Statement of Work

This Subcontract is being funded under UNIVERSITY's Grant with The United States Department of Education, (hereinafter referred to as "USDE"), Grant No. P336B040020-01. RCCD, under this Subcontract, will provide the services described in the Statement of Work which is incorporated into this Subcontract by reference, attached hereto, and identified as Exhibit "A". RCCD may not contract, assign, or otherwise transfer the actual performance of the substantive project work described in the Statement of Work, Exhibit "A", without the prior written approval of UNIVERSITY.

#### II. Incorporation of Applicable Federal Laws and Regulations

UNIVERSITY's Grant with USDE is subject to Title 34 Code of Federal Regulations, (CFR) Parts 74, 75, 77, 80, 85, and 324. RCCD agrees to comply with these Regulations as are applicable to RCCD and as modified or deleted by this Subcontract Schedule.

RCCD agrees to comply with the U.S. Department of Education Assurances which are incorporated into this Subcontract by reference, attached hereto, and identified as Exhibit "C".

#### III. Period of Performance

The performance period applicable to this subcontract is from October 1, 2004 through September 30, 2009, with an initial budget period of October 1, 2004 through September 30, 2005. The funding of subsequent budget periods in this multi-year project are dependent upon the Subcontractor completing approved activities in a satisfactory manner and the availability of Government funding according to the terms of the UNIVERSITY's Grant as identified in Section I above.

#### IV. Program Direction

The UNIVERSITY Principal Investigator of the referenced USDE Project Grant is Dr. Linda Scott-Hendrick, who shall coordinate the effort and administrative requirements of RCCD's Project Director, Ola Jackson, Associate Dean, Teacher Preparation and Education Programs.

Mrs. Jackson will be responsible for the conduct of the work performed on behalf of RCCD under this Subcontract. The UNIVERSITY Principal Investigator, USDE, and their designees shall have the right, at all reasonable times, to conduct inspections of the work at the RCCD premises.

#### V. Cost

UNIVERSITY shall reimburse RCCD for direct costs in an amount not to exceed ninety-two thousand (\$92,000) dollars, including all applicable State and local sales and use taxes as detailed in the approved budget incorporated herein by reference, attached hereto, and identified as Exhibit "B". The allowability of costs shall be determined in accordance with the provisions of OMB Circular A-122 "Cost Principles for Nonprofit Organizations" and the Education Department General Administrative Regulations (EDGAR) 34 CFR Parts 74, 75, 77, and 78. RCCD assumes sole responsibility for reimbursement to UNIVERSITY of a sum of money equivalent to the amount of any expenditures disallowed should UNIVERSITY or USDE rule through audit exception or some other appropriate means, that expenditures from funds allocated to RCCD were not made in compliance with the provisions of this Subcontract.

#### VI. Payment and Submission of Invoices

UNIVERSITY will reimburse RCCD for reasonable costs which benefit the work and are not specifically prohibited by this Subcontract upon receipt and approval of invoices, to be submitted not more frequently than monthly. An invoice marked FINAL INVOICE will be submitted within sixty (60) days of the termination date of this Subcontract. Such invoices shall be submitted in triplicate to Janet Sandell, Accounting Office, University of California at Riverside, Riverside, California 92521. Invoices must reflect all costs incurred in sufficient cost detail.

#### VII. Reports

RCCD shall submit technical progress reports as requested by the UNIVERSITY Principal Investigator and a final technical report with respect to the work, within sixty (60) days of the termination of this Subcontract.

#### VIII. Subcontract Rebudgeting

Allowable costs are shown in the attached budget by budget category. Except for those rebudgeting actions referenced herein, RCCD may rebudget costs among the direct cost categories of the budget. RCCD must obtain prior written approval from UNIVERSITY for the following rebudgeting:

1. Purchases of general or special purpose equipment
2. Travel

Requests for rebudgeting and other deviations shall be submitted in writing to the person and address shown in Article XIV of this Schedule.

#### IX. Retention and Custodial Requirements for Records

RCCD will maintain a permanent record comprised of financial records, supporting documents, and all other records pertinent to this Subcontract for a period of four (4) years from the date of termination of this Subcontract. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this Subcontract shall be retained until such audits, appeals, litigations, or claims have been disposed of. Unless court actions or audit proceedings have been initiated, RCCD may substitute copies made by microfilming, photocopying or similar methods for the original records. These records will be maintained consistent with USDE's rules and regulations regarding the maintenance of records. Records for nonexpendable personal property acquired with funds under this Subcontract shall be retained for four (4) years from the date of termination of this Subcontract or until its final disposition or transfer, whichever occurs later. UNIVERSITY, USDE, the Comptroller General of the United States and any of their duly authorized representatives shall have access at all reasonable times to these records.

#### X. Publications and Rights in Data

RCCD shall have the right to publish any information, conclusions, or developments resulting from its research under this Subcontract provided however that UNIVERSITY shall be furnished for review and comment with a copy of such information to the publisher. RCCD shall submit to UNIVERSITY three (3) reprints of any such publications within sixty (60) days of the publication date.

UNIVERSITY shall have the right to copyright, publish, disclose, disseminate and use, in whole or in part, any data and information received or developed under this Subcontract.

RCCD agrees to include the following statement in any publication that contains project materials:

"The contents of this (insert type of publication e.g. book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and should not assume endorsement by the Federal Government."

#### XI. Indemnification

RCCD agrees to indemnify and hold The Regents of the University of California, its officers, agents, and employees harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this

Subcontract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RCCD, its officers, agents, or employees.

## XII. Certifications

RCCD agrees to complete and sign the USDE Certifications regarding "Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements."

## XIII. Termination

A. UNIVERSITY may by written notice stating the extent and effective date cancel and or terminate this Subcontract for convenience in whole or in part at any time. In the event of termination, RCCD shall be reimbursed for all costs to date of termination.

B. UNIVERSITY may by written notice terminate this order for RCCD's default, in whole or in part, at any time, if RCCD refuses or fails to comply with the provisions of this Subcontract, or so fails to make progress as to endanger performance and does not cure such failure within the time specified or any written extension thereof. In such event, UNIVERSITY may purchase or otherwise secure services and, except as otherwise provided herein, RCCD shall be liable to UNIVERSITY for any excess costs occasioned UNIVERSITY thereby.

If after notice of termination for default, UNIVERSITY determines that RCCD was not in default or that the failure to perform this order was due to causes beyond the control and without the fault or negligence of RCCD (including, but not restricted to, acts of God or of the public enemy, acts of UNIVERSITY, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, unusually severe weather, and delays of a RCCD or supplier due to such causes and without the fault or negligence of the RCCD or supplier), termination shall be deemed for the convenience of UNIVERSITY, unless UNIVERSITY shall determine that the services covered by this Subcontract were obtainable by RCCD from other sources in sufficient time to meet the required performance schedule.

C. The rights and remedies of UNIVERSITY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subcontract.

## XIV. Notices

All notices and communications required by the terms of this Subcontract, except for invoices, shall be sent by registered mail, return receipt requested. These notices and communications shall be addressed to the parties as follows:



RCCD:

Ola Jackson  
Associate Dean, Teacher Preparation and Education Programs  
Riverside Community College  
4800 Magnolia Ave.  
Riverside, CA 92506

UNIVERSITY:

C. Jeanne Reyes  
Senior Contract and Grant Analyst  
Office of Research  
200 University Office Building  
University of California  
Riverside, California 92521

XV. Closeout

RCCD agrees to provide UNIVERSITY with closeout information and documents to be requested by UNIVERSITY.

XVI. Order of Precedence

In the event of any inconsistency among the sections of this Subcontract, the order of precedence will be as follows:

(1) Schedule, (2) USDE General Administrative Regulations (EDGAR), and (3) Statement of Work, (Exhibit "A"), Budget (Exhibit "B").

XVII. Entire Agreement

This Subcontract constitutes the entire Agreement between RCCD and the UNIVERSITY. It supersedes all previous agreements and understandings and may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of RCCD and UNIVERSITY.

IN WITNESS WHEREOF, the parties hereto have caused this Subcontract to be executed by their duly authorized representatives as of the last date and year written below:

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

(Signature)

Name: James L. Buysse

Title: Vice Chancellor of Administration  
& Finance

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

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

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

Name: Ruben B. Gomez

Title: Principal Contract & Grant Analyst

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

**Exhibit A**

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Scope of Work Pertaining to the Role of RCC Personnel in Fulfillment of the Institution's Sub-Contract with UC Riverside as Defined in the Copernicus Project

December 2004

Riverside Community College is prepared to fulfill completely the responsibilities identified for partnering community colleges in the University of California, Riverside's "Copernicus Project" proposal to the U.S. Department of Education, June 14, 2004.

Specifically, in fulfillment of its subcontract obligations, RCC agrees to:

1. Assign its Associate Dean, Teacher Preparation Programs, to oversee the full scope of work identified in this document and participate as a member of the Copernicus Governance Committee. *Responsible Personnel: Associate Dean, Teacher-Preparation Program*
2. Work cooperatively with area high schools to recruit a capable and diverse group of college bound students interested in becoming elementary and secondary science teachers. *Responsible Personnel: Counselor/Instructor*
3. Recruit actively for teacher education from students already matriculating at RCC campuses. *Responsible Personnel: Counselor/Instructor*
4. Work cooperatively with RCC Science faculty to identify and place science students in paid summer internships at UCR and at other partnering universities. *Responsible Personnel: Counselor/Instructor*
5. Meet with RCC admissions officers, financial aid officers, counselors, and faculty to assure that RCC students interested in the Copernicus program are fully served and supported at the community college level. *Responsible Personnel: Counselor/Instructor, Associate Dean, Teacher Preparation Program, Dean of Education*
6. Work closely with university admissions and financial aid officers to facilitate the transfer of teacher preparation students to the several partnering universities. *Responsible Personnel: Counselor/Instructor, Associate Dean, Teacher Preparation Program, Dean of Education*
7. Work cooperatively with UCR and other partnering universities to develop a fully transferable lower division Science Subject Matter Preparation Program that meets the criteria and standards

of the California Commission on Teacher Credentialing. *Responsible Personnel: Science faculty, Associate Dean, Teacher Preparation*

8. Offer two introductory lower division courses in teacher preparation, which include a minimum of 30 hours of classroom field experience at the K-12 level. *Responsible Personnel: Associate Dean, Teacher Preparation Program, teacher preparation program faculty*
9. Introduce teacher preparation students to the G\*STAR electronic portfolio for teacher professional development. *Responsible Personnel: Associate Dean, Teacher Preparation Program for scheduling, faculty in Computers and Information Systems for course delivery*
10. All institutions receiving subcontracts from the University must provide information on their cost sharing contributions to the University. The University must have a signed document from the subcontract institution stating the amount of the cost sharing provided. The subcontract institution is responsible for maintaining the documentation of such costs should auditors require it. The subcontract institution will complete the cost sharing reporting requirements as provided by the University. Updated reports will be due in early March and September of each project year.

**Exhibit B**

<b>Copernicus            October 1, 2004 – September 30, 2009 (Funded)</b>						
<b>Line Item</b>	<b>Grant Year 1 Oct 04- Sept 05</b>	<b>Grant Year 2 Oct 05 – Sept 06</b>	<b>Grant Year 3 Oct 06 – Sept 07</b>	<b>Grant Year 4 Oct 07 – Sept 08</b>	<b>Grant Year 5 Oct 08 – Sept 09</b>	<b>All Years Total</b>
<b>Salaries and Wages (Professional and Clerical)</b>						
(1) Counselor® 100%-C1 range on the Counselor Salary Schedule	\$47,412	\$51,670	\$56,187	\$60,977	\$66,054	\$282,300
Faculty participation on committees/workgroups - 100 hours per year in years 1-4 at lab rate of \$48/\$49/\$50/\$51	\$4,800	\$4,900	\$5,000	\$5,100	\$0	\$19,800
Office Assistant I - Hourly 250 hours per grant year @ \$9/\$9.50/\$10/\$10.50/\$11 hour	\$2,250	\$2,375	\$2,500	\$2,625	\$2,750	\$12,500
<b>Salaries and Wages Total</b>	<b>\$54,462</b>	<b>\$58,945</b>	<b>\$63,687</b>	<b>\$68,702</b>	<b>\$68,804</b>	<b>\$314,600</b>
<b>Employee Benefits</b>						
Counselor® 11.43% for statutory benefits and health and welfare costs @ \$10,000 in year 1 with a 10% increase each subsequent year	\$15,419	\$16,906	\$18,422	\$20,280	\$22,191	\$93,218
Faculty @ 11.43% statutory benefits	\$549	\$560	\$572	\$583	\$0	\$2,264
Office Assistant I @ 2.83% for statutory benefits	\$64	\$67	\$71	\$74	\$78	\$354
<b>Employee Benefits Total</b>	<b>\$16,032</b>	<b>\$17,533</b>	<b>\$19,065</b>	<b>\$20,937</b>	<b>\$22,269</b>	<b>\$95,836</b>



Exhibit C

CERTIFICATION REGARDING LOBBYING

---

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

---

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal 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 an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
RIVERSIDE COMMUNITY COLLEGE DISTRICT	P336B040020-01
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
JAMES L. BUYSSE, VICE CHANCELLOR OF ADMINISTRATION AND FINANCE	
SIGNATURE	DATE

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion — Lower Tier Covered Transaction**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a



system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant *is* unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
RIVERSIDE COMMUNITY COLLEGE DISTRICT	P336B040020-01
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<u>JAMES L. BUYSSE, VICE CHANCELLOR OF ADMINISTRATION AND FINANCE</u>	
SIGNATURE	DATE

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-b

Date: March 15, 2005

Subject: Agreement with Kristine D. Nicholls

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Kristine D. Nicholls to develop curriculum materials and provide training for RCCD faculty pertaining to the use of electronic portfolios in teacher education. The work to be assigned is consistent with that proposed in RCCD's previously awarded Fund for the Improvement of Postsecondary Education (FIPSE) grant from the U.S. Department of Education. The specific hours of consultation will be as needed through the remaining period of the project, March 16, 2005 through September 30, 2007, not to exceed 200 hours. The consultant's fee shall not exceed \$50.00 per hour for a total compensation not to exceed \$10,000.00. Funding source: U. S. Department of Education, FIPSE Grant P116B040897.

The provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve this agreement between RCCD and Kristine D. Nicholls to provide consultation services as identified in the FIPSE grant award in an amount not to exceed \$10,000.00, for the period from March 16, 2005 through September 30, 2007, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Irving G. Hendrick  
Dean, School of Education

AGREEMENT BETWEEN KRISTINE D. NICHOLLS AND  
THE RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 16<sup>th</sup> day of March, 2005, by and between Kristine D. Nicholls, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. The consultant agrees to provide training to RCC teacher education faculty and write curriculum materials in the area of electronic portfolio development adapted to the community college level, as specified in United States Department of Education Grant Award P116B040897 and as defined in the grant application.
2. The consultant will work under the direction of the Project Director and in cooperation with the Associate Dean for Teacher Preparation.
3. The term of this agreement will be from March 16, 2005 through September 30, 2007.
4. The Consultant shall be compensated at the rate of \$50.00 per hour for up to 200 hours (not to exceed \$10,000.00) through the term of the contract, payable upon the proper submission of invoices following the completion of services.
5. The Consultant shall hold harmless, indemnify, and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts by the Consultant.
6. The Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

---

Kristine D. Nicholls, Consultant

---

James L. Buysse, Vice Chancellor  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-2-c

Date: March 15, 2005

Subject: Resolution No. 24-04/05 to Participate in the California Department of Education 2004/05 Childcare Food Program

Background: Riverside Community College District has participated in the California Department of Education Childcare Food Program since the 1980's. This program allows the district to provide meals for children enrolled in the Child Development Program. The State, in return, reimburses the District for these meals based on parental income level. Presented for the Board's consideration is a continuance of this contractual relationship with the state. This renewal is effective October 1, 2004.

The personnel involved in the control of this facility do not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, the vendor is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees ratify Resolution No. 24-04/05 to participate in the California Department of Education Childcare Food Program effective October 1, 2004 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement on terms consistent with the last contract (2003-04).

Salvatore G. Rotella  
Chancellor

Prepared by: Debbie Whitaker-Meneses  
Associate Dean, Early Childhood Studies  
and  
JoAnn Storar  
Program Director, Early Childhood Studies

Resolution No. 24-04/05  
Resolution to Participate in  
The California Department of Education  
2004-2005 Childcare Program

WHEREAS, the Riverside Community College District's Child Development Center provides meals for children enrolled in the Child Development Program; and

WHEREAS, the California Department of Education reimburses the Riverside Community College District for these meals based on parental income level; and

WHEREAS, participation in the California Department of Education Childcare Food Program insures that all children enrolled at the District's Child Development Center, regardless of parental income level, are offered meals during their stay at the center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District hereby authorizes participation in the California Department of Education 2004-2005 Childcare Food Program.

IT IS FURTHER RESOLVED that Dr. James Buysse is designated the authorized representative of the Board of Trustees, and said representative is further authorized to sign documents pertaining to the 2004-2005 Childcare Food Program.

PASSED AND ADOPTED by the Governing Board of the Riverside Community College District at Riverside, California, this 15<sup>th</sup> day of March 2005 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF RIVERSIDE    )

I, Mark Takano, President of the Governing Board of Riverside Community College District, Riverside County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at the regular meeting thereof at the time and place and by vote stated, which resolution is on file and of record in the office of said Board.

---

Mark Takano, President, Board of Trustees  
Riverside Community College District

CALIFORNIA DEPARTMENT OF EDUCATION  
CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

**CHILD AND ADULT CARE FOOD PROGRAM  
2004-05 MANAGEMENT PLAN - CENTER SPONSORS**  
(revised 06/04)

**AGENCY NAME: Riverside Community College      Agreement # 33-149-3A**

**INSTRUCTIONS: Complete and sign the Management Plan. Attach required supporting documentation as needed. Return the original with your renewal documents and retain one copy for your files.**

**SECTION I – FINANCIAL VIABILITY: An institution must be financially viable. Program funds must be expended and accounted for in accordance with the Title 7, Code of Federal Regulations (CFR), Parts 226, 3015, and 3016; Food and Nutrition Service (FNS) Instruction 796-2, Revision 3; and Office of Management and Budget (OMB) Circulars A-87, A-110, A-122, and A-133.**

**A. Fiscal Resources and Financial History**

1. Within the past seven years, has your agency's Board Chair, Executive Director, Authorized Representative, or staff person responsible for the overall management of the CACFP participated in any publicly funded programs directly related to the operation of your Childcare or Adult Day Care center?

Yes     No

**If yes,** provide the names of these programs, the names of the individuals, and the periods of participation below. (Attach additional pages if needed.)

2. Is the Board President, director, or other persons responsible for the management of the program on the National Disqualified List?

Yes     No

3. Is there a separate charge for meals?

Yes     No

CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

4. Will your organization contract with a food service management company for meals? **If yes and** if the value of the contract will exceed \$100,000, contact the California Department of Education immediately.

Yes  No

**If Yes**, attach a copy of your current year food service agreement or contract.

5. Check the boxes below to indicate all procurement (purchasing) methods used to obtain items listed on your “Annual CACFP Center Budget for Organizations”. For each purchase of meals, food, supplies, equipment, and other goods and services with an aggregate cost over \$100,000 in a fiscal year, you must follow formal bid procedures. Small purchase procedures are allowed only if the aggregate cost is less than \$100,000.

Small Purchase  Competitive Sealed Bids  Competitive Proposals

Noncompetitive Proposals

**B. 1. Annual CACFP Center Budget for Organizations**

<b>Projected Costs:</b> Identify <b>ALL</b> estimated costs necessary to run your food service during the upcoming federal fiscal year (October 1, 2004 – September 30, 2005). Attach additional pages if needed.	
<b>List Estimated <u>Administrative Costs</u> Charged to the CACFP by Activity: (Note: Cannot exceed 15% of CACFP reimbursement.)</b>	<b>!Unexpected End of Formula</b>
Eligibility Determination:	\$
Claims Preparation:	\$
Monitoring:	\$
Training:	\$
Administrative Labor and Taxes:	\$
Administrative Benefits:	
Other (specify):	\$1,613.00
<b>Total Estimated Administrative Costs Charged to the CACFP:</b>	<b>\$1,613.00</b>
<b>List Estimated <u>Administrative Costs</u> Charged to Other Income Sources by Activity: (No limitation.)</b>	
Eligibility Determination:	\$72.00
Claims Preparation:	\$337.00
Monitoring:	\$17,859.00
Training:	\$2,022.00

CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

Administrative Labor and Taxes:	\$749.00
Administrative Benefits:	
Other (specify):	
<b>Total Estimated Administrative Costs Charged to Other Income Sources:</b>	<b>\$21,039.00</b>
<b>List Estimated <u>Operating Costs</u> Charged to the CACFP and Other Income Sources:</b>	
Food Costs (self-prep or vended):	\$13,000.00
Food Service Supplies:	\$2,300.00
Food Service Labor and Related Taxes:	\$3,640
Benefits:	\$0
Equipment:	\$0
Other (describe):	\$0
Other (describe):	\$0
<b>Total Estimated Operating Costs:</b>	<b>\$18,940.00</b>
<b>Total Administrative and Operating Costs:</b>	<b>\$41,592.00</b>
<b>Projected Income:</b> Estimate your CACFP reimbursement and additional income sources.	
List your estimated CACFP reimbursement for October 1, 2004 – September 30, 2005:	<b>\$9,434.85</b>
List other sources of income that will be used to support your food service and CACFP management. (For example: general funds, head start, tuition, donations, client fees):	
Other Income (specify): Parent Fees / Childcare Fund	\$32,870.45
Other Income (specify):	\$
Other Income (specify):	\$
<b>Grand Total of All Income Available to Operate Your Food Service Program:</b>	<b>\$42,305.30.00</b>

**B. 2. Verification of Program Administrative Costs Charged to the CACFP- 15% Limitation.**

Did your organization charge administrative costs to the program for 2003-04?

Yes or  No?

If No, continue on to Section II. If Yes, answer the following:



CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

Program Reimbursement received for 2003-04: (a) \_\_\_\_\_

Total Administrative Costs charged to CACFP for 2003-04: (b) \_\_\_\_\_

Percentage of Costs to Reimbursement: (c) \_\_\_\_\_  
 (b divided by a = c)

**SECTION II – ADMINISTRATIVE CAPABILITY: An institution must be administratively capable. Appropriate and effective management practices must be in effect to ensure that the Program operates in accordance with the 7 CFR 226 requirements.**

**A. Organizational Structure and Staffing**

1. **Attach** a copy of your organization’s current organizational chart, including CACFP staff.
2. Describe your organization’s outside employment policy. (Attach additional pages if needed.) The policy should address whether an employee may hold a job outside of your organization. The outside job should not interfere with program duties nor present a conflict of interest, real or apparent.

According to our Human Resource Department, our college does not have an outside employment policy. However, our Program Director has a full-time position, and the food program is a major part of her work. She does not have another job outside of our college.

**B. Staffing Plan**

1. Complete the following CACFP Organization Staffing Pattern. (Attach additional pages if needed.)

<b>Administrative Labor</b>		
<b>CACFP Duties</b>	<b>Name</b>	<b>Title</b>
Overall CACFP management:	Joann Storar	Program Director
Maintenance of financial records:	Joann Storar	Program Director
Eligibility determination:	Joann Storar	Program Director
Claims preparation:	Joann Storar	Program Director
Monitoring:	Joann Storar	Program Director
Training:	Joann Storar	Program Director

CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

Payroll:	Joann Storar	Program Director
Other: Recording Meal Counts	Teachers	Pre-school Teachers

**B.1. Staffing Plan - Continued**

<b>Operating Labor</b>		
<b>Specific CACFP Duties</b>	<b>Names</b>	<b>Title</b>
Menu Production Records:	Jo Ann Storar, Judi Grimes	Program Director, Site Supervisor
Food Purchasing:	Debbie Whitaker-Meneses, Joann Storar	Associate Dean, Program Director
Food Preparation:	Teacher Aides, Joann Storar	Program Director
Food Transport:	N/A	
Meal Counts:	Each class has counts taken by teacher	Preschool Teacher
Other (specify):	All reports, record keeping	Program Director

2. Are CACFP duties included in employee job descriptions as applicable?

Yes  No

**SECTION III – PROGRAM ACCOUNTABILITY: An institution must have internal controls and other management systems in effect to ensure fiscal accountability and to ensure that the Program operates in accordance with the 7 CFR 226 requirements.**

**A. Board Oversight: TO BE COMPLETED BY PRIVATE, NONPROFIT AGENCIES ONLY.**

**NOTE: Public or Proprietary Centers may skip to “B. Operations”.**

**Board List:** Complete the following and IDENTIFY OFFICERS. (Attach additional pages if needed.)

<b>Board List</b>				
Board Member	Office Held	Area of Expertise	Phone #	Mailing Address
N/A We are public.				

CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

**B. Operations**

**1. Training:** All sites must receive training a minimum of one time per year.

*Suggested training topics include:*

- Meal Patterns
- Meal Planning and Production Records
- Meal Counting
- Income Eligibility Statements
- Purchasing of Food and Non-Food Items
- Record Keeping
- Sanitation and Safety Requirements
- Civil Rights Compliance
- Nutrition

a. Describe your proposed staff training for the upcoming 2003-04 program year. (Attach additional pages if needed.)

Staff training was done on August 25, 2004. All of the teachers from both sites attended. The topic was "Meal Counting for Record Keeping and Sanitation". The teachers were given a sample sheet with correct examples on how to take counts. Teachers were instructed on the proper hand-washing techniques and how to use paper towels to turn off taps. We generally have training at the beginning of the school year and one at the start of the new year.

b. Describe how your organization will ensure that all appropriate staff attends State Agency trainings.

The Program Director and one other member of our pre-school staff are required to attend the State Agency trainings. This year the Program Director and the Associate Dean of Early Childhood Studies will attend the Ontario meeting.

**2. Monitoring**

*Note: Sponsoring organizations must adhere to annual monitoring requirements. Each site must be visited unannounced twice per year, and one of the visits must be during a meal service. No more than six months may elapse between each monitoring site visit and review.*

**Monitoring Requirements are as follows:**

Type of Center	Mandatory Review During:	# of Reviews per Year
Day Care Centers	First Six Weeks of	Three Times per Year

CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

	Operation	
Head Start Centers	First Six Weeks of Operation	<b>Three</b> Times per Year
At Risk Snack Sites	First Six Weeks of Operation	<b>Three</b> Times per Year
Outside School Hours (School Sites)	First Six Weeks of Operation	<b>Three</b> Times per Year
Outside School Hours (Non-School Sites)	First Six Weeks of Operation	<b>Three</b> Times per Year

- a. Who will be responsible for monitoring sites for CACFP compliance? Specify staff position(s) involved.

Jo Ann Storar, Program Director
---------------------------------

- b. **To be completed by sponsors with 25 or more centers only:** A sponsoring organization is required to employ the equivalent of one full-time staff person for each 25 to 150 centers it sponsors. Identify the percentage of time and hours per month, per position, spent on approved monitoring duties.

Staff Person/Position	Number of Hours Per Month	Percentage of Time

- c. **To be completed by programs that contract for vended meals only:** Describe your procedures to monitor meals provided by your food service vendor (food service management company) for CACFP components and portion size requirements. Explain how deficient meals are corrected. Specify staff position(s) involved.

--

CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

- d. Describe your policy for implementing corrective action plans and the follow-up procedures that ensure compliance with corrective actions. Specify staff position(s) involved, their responsibilities, and timelines in your follow-up procedures.

The Program Director writes up any errors found during the monitoring process. She includes a plan for correction. This report is given to the Site Supervisor. The Program Director will return in one week to check on progress. A copy is kept in the Program Director's files.

**3. Record Keeping**

- a. Who has the overall responsibility for maintaining the current year CACFP records?

The Program Director has overall responsibility for record keeping. However, fiscal documents are also kept in the finance office.

- b. Location of Records: Indicate the location of your agency's CACFP records by checking the appropriate boxes in the table below:

Type of Record	Located in Central Office	Located on Site	Not Applicable
Income Eligibility Statements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Records of Meals and Supplements Served	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Monthly Claim for Reimbursement Worksheets	<input checked="" type="checkbox"/> & Finance	<input type="checkbox"/>	<input type="checkbox"/>
Claims for Reimbursement	<input checked="" type="checkbox"/> & Finance	<input type="checkbox"/>	<input type="checkbox"/>
Receipts/Invoices of Expenditures	<input checked="" type="checkbox"/> & Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Menus and Menu Production Records	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Time In and Time Out Records/Roster/Sign in Sheets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Site Review Forms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Time Certification for Documentation of Labor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- c. Describe how your meal planning procedures ensure that adequate amounts of food items are purchased, prepared, and served to participants to meet or exceed the USDA

CALIFORNIA DEPARTMENT OF EDUCATION  
CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

minimum portion requirements.

We follow the CCAFP guide lines. Food is weighed and/or counted according to each day's attendance. The Program Director plans menus for the Riverside site. The Site Supervisor at the Moreno Valley site plans the menus for the Moreno Valley site. The Moreno Valley Site Supervisor has attended some of the yearly mandatory meetings. The records at Moreno Valley site are checked by the Program Director.

d. Describe the procedures your centers use to count and record participant meals served prior to the end of the meal service. The meal count method must ensure that no more than two meals and one snack or two snacks and one meal per participant per day are claimed for reimbursement. Also, specify staff position(s) responsible for each duty and the method used to double-check the accuracy of the claim prior to submission to the State Agency. If procedures vary depending on the center, please list each site name and describe procedures at each center. Attach additional sheets if necessary.

**NOTE: Organizations participating in the CACFP as a Homeless or Emergency Shelter Program may skip this question.**

The Site Supervisors are given prepared sheets each month to do their meal counts. There is a place for breakfast and a place for lunch counts. The teachers take the counts at the time children are served. All sheets are turned in to the Program Director who does the food reports for the month. The children's sign-in cards will verify their attendance. A daily count is taken in the morning for an accurate count. We have a daily expected count in the kitchen. The Site Supervisors give the Program Director the number of children enrolled daily and she calculates the amount of food needed. The morning counts give an accurate count needed.

4. **Eligibility - How** does your organization ensure that the income eligibility statements for "Free" and "Reduced-Price" participants are properly completed and approved?

**NOTE: Organizations participating in the CACFP exclusively as an At-Risk Snack, Homeless, or Emergency Shelter Program may skip this section.**

CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

The income eligibility forms are given out at the start of each year. The Site Supervisor takes in the forms and checks for the proper areas: base, reduced or free. The Program Director checks each one before the parent leaves the form. The forms are completed once a year or when parent income changes.

**SECTION IV – Certifications and Signatures**

We certify that the organization will abide by this Management Plan and that all applicable State and Federal regulations and policies will be observed. We certify that information submitted is true to the best of our knowledge; that reimbursement will be claimed only for eligible meals served to enrolled children; and that information is being given in connection with the receipt of federal funds.

<b>SIGNATURE OF EXECUTIVE DIRECTOR</b>	PRINT OR TYPE NAME OF EXECUTIVE DIRECTOR DR. JAMES BUISSE VICE CHANCELLOR, ADMINISTRATION AND FINANCE	<b>DATE</b>
<b>SIGNATURE OF BOARD CHAIR</b>	<b>PRINT OR TYPE NAME OF BOARD CHAIR</b>	<b>DATE</b>
<b>CDE USE ONLY</b>		
<b>REVIEWED AND RECOMMENDED FOR APPROVAL BY (SIGNATURE)</b>	<b>NUTRITION SERVICES REPRESENTATIVE (PRINT NAME)</b>	<b>DATE</b>
<b>APPROVED BY (SIGNATURE)</b>	<b>MANAGER, NUTRITION SERVICES DIVISION (PRINT NAME)</b>	<b>DATE</b>

CALIFORNIA DEPARTMENT OF EDUCATION  
 CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

Return to: CALIFORNIA DEPARTMENT OF  
 EDUCATION NUTRITION SERVICES  
 DIVISION, RIM UNIT  
**1430 N STREET, ROOM 1500**  
**SACRAMENTO, CA 95814-5901**

**CHILD AND ADULT CARE FOOD PROGRAM**  
**2004-05 RENEWAL APPLICATION - Center Sponsors (revised 06/04)**

SECTION 1 – AGENCY INFORMATION			
<p><b>NOTE:</b> IRS documentation is required for agency name and address changes for Private Nonprofit and For-Profit agencies. Public agencies must submit notification of name and address changes on agency letterhead.</p> <p>Note changes or corrections in the space provided to the right.</p>			
<p>CHILD, MC, P            Agreement #: <b>33-1494-3A</b>            Vendor # <b>6722-00</b>            Authorized Representative for CACFP:  <b>JAMES L. BUYSSE, VICE CHANCELLOR OF ADMINISTRATION &amp; FINANCE</b>            Phone: (951) 222-8047            Fax #: (951) 222-8690            Federal ID#: 33-0831357            Email: Debbie.Whitaker @rcc.edu</p>	<p>AUTHORIZED REPRESENTATIVE  <b>JoAnn Storar, Program Director, Children’s Program , Norco Campus</b></p>		
	<p>LEGAL NAME OF AGENCY (Private, nonprofit and for-profit agencies must attach IRS documentation.)            Riverside Community College District</p>		
	<p>LEGAL MAILING ADDRESS (Private, nonprofit agencies must attach IRS documentation.) Early Childhood Studies            4800 Magnolia Avenue</p>		
	<table border="1"> <tr> <td>CITY: Riverside</td> <td>FEDERAL ID NO. #33-0831357</td> </tr> </table>	CITY: Riverside	FEDERAL ID NO. #33-0831357
	CITY: Riverside	FEDERAL ID NO. #33-0831357	
	<table border="1"> <tr> <td>COUNTY: Riverside</td> <td>ZIP CODE +4 92506-1293</td> </tr> </table>	COUNTY: Riverside	ZIP CODE +4 92506-1293
	COUNTY: Riverside	ZIP CODE +4 92506-1293	
	<table border="1"> <tr> <td>PHONE: (951) 739 - 0068</td> <td>FAX: (951) 739 – 0243</td> </tr> </table>	PHONE: (951) 739 - 0068	FAX: (951) 739 – 0243
PHONE: (951) 739 - 0068	FAX: (951) 739 – 0243		
<p>EMAIL: Program Director  <a href="mailto:Joann.Storar@rcc.edu">Joann.Storar@rcc.edu</a>            Supervisor, <a href="mailto:Debbie.Whitaker@rcc.edu">Debbie.Whitaker@rcc.edu</a></p>			

*Report  
 Changes  
 Only*



CALIFORNIA DEPARTMENT OF EDUCATION  
CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

<b>SECTION 2 – PREFERENCE CHANGES (Effective October 1, 2004)</b>
<p><b>Claiming Method:</b> <i>(check one)</i></p> <p><input checked="" type="checkbox"/> <b>No Change</b>                      <input type="checkbox"/> Requesting Fixed to Actual <input type="checkbox"/> Requesting Actual to Fixed</p> <p><b>Cash Advance:</b> <i>(check one)</i></p> <p><input checked="" type="checkbox"/> <b>No Change</b>   <input type="checkbox"/> Request 100% Cash Advance   <input type="checkbox"/> Cancel Cash Advance <input type="checkbox"/> We request to change our cash advance percentage from ___% to ___%</p>
<b>SECTION 3 – ELIGIBILITY INFORMATION</b>
<p><b>Eligibility Information:</b> Indicate the number of enrolled children or adults according to the following eligibility categories: Free ___ Reduced-Price ___ Paid/Base ___</p> <p><b>Proprietary Centers only:</b> Does center still qualify to participate in the CACFP according to either?</p> <p>N/A <input type="checkbox"/> 25% of enrolled or licensed capacity (lesser of) are free and reduced-price eligible; or <input type="checkbox"/> 25% of enrolled or licensed capacity (lesser of) received partially subsidized child care; or <input type="checkbox"/> 25% of enrolled adults' care is paid through Title XIX – Medicaid/Medi-Cal.</p>
<b>SECTION 4 – DISCLOSURE OF FEDERAL FINANCIAL ASSISTANCE</b>
<p>All organizations that expended \$500,000 or more in TOTAL FEDERAL FINANCIAL ASSISTANCE from all sources in the previous fiscal year must submit an organization-wide audit or program specific audit for the previous fiscal year. Indicate which applies to your agency:</p> <p><input type="checkbox"/> Expended less than \$500,000 in total federal financial assistance in previous fiscal year. <input type="checkbox"/> Expended more than \$500,000 in previous fiscal year and will be submitting an organization wide audit. <input checked="" type="checkbox"/> Expended more than \$500,000 in previous fiscal year and will be submitting a program specific audit.</p> <p>Indicate the month in which your fiscal year begins: 01 July</p>

CALIFORNIA DEPARTMENT OF EDUCATION  
CHILD AND ADULT CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION

**SECTION 5 – FOOD SERVICE AGREEMENT INFORMATION**

**ALL AGENCIES:**

Do you have a Standard Food Service Vending Agreement or a contract for vended meals, or any addendum or renewal of such an agreement or contract?

Yes  No

**If yes, attach** a signed copy of your current agreement, contract, addendum, or renewal.

**SECTION 6 – CERTIFICATIONS AND SIGNATURES**

Federal rules require that an applicant certify information regarding past business participation and criminal convictions. Please answer the following questions:

1. Within the past seven years, has your agency or your agency's Board Chair, Executive Director, Authorized Representative, or the staff person responsible for the overall management of the CACFP participated in any publicly funded programs (other than the CACFP) directly related to your agency's child or adult care operations. Yes  No

If **Yes, attach** a list of the names of these individuals, programs, and the periods of participation.

2. Within the past seven years, has your agency or any of your agency's principals been declared ineligible to participate in any other publicly funded programs? Yes  No

If **Yes, attach** a list of the names of the principals, the participating program(s), the period of participation, the circumstances for ineligibility, and, if relevant, documentation supporting reinstatement to the applicable program.

If **Yes**, your agency may not participate in the Child and Adult Care Food Program.

3. Has your agency or any of its principals been convicted of any activity that occurred within the past seven years that indicated a lack of business integrity? A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen Yes  No

CALIFORNIA DEPARTMENT OF EDUCATION  
CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION, CHILD AND ADULT

property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the State agency.

If **Yes**, your agency may not participate in the Child and Adult Care Food Program.

**The California Department of Education (hereinafter referred to as the Department) and the Agency whose name and address appear in Section 1 of this document renew their Agreement to comply with Title 7, Code of Federal Regulations, Part 226. The Department, the United States Department of Agriculture (USDA), and other state or federal officials have the right to make announced or unannounced reviews of the Agency's operations during normal hours of operations. Anyone making such reviews must show photo identification that demonstrates they are employees of one of these entities.**

***CERTIFICATION: By our signatures below, we certify that all information and documents submitted with the agreement renewal are true and correct. The Agency assures the Department that it will continue to adhere to all of the requirements and responsibilities as agreed to in the original Agreement and will follow all Nutrition Services Division policies and guidance. We understand that information being given on this Agreement Renewal is in connection with the receipt of federal funds and that a deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes and placement of all responsible Principals, and our Agency, on USDA's National Disqualified List.***

SIGNATURE OF EXECUTIVE DIRECTOR	PRINT OR TYPE NAME OF EXECUTIVE DIRECTOR <b>JAME L. BUYSSE, VICE CHANCELLOR, ADMINISTRATION AND FINANCE</b>	DATE
---------------------------------	--	------

CALIFORNIA DEPARTMENT OF EDUCATION  
 CARE FOOD PROGRAM

NUTRITION SERVICES DIVISION, CHILD AND ADULT

<b>DATE OF BIRTH OF EXECUTIVE DIRECTOR (REQUIRED)</b> Month _____ Day _____ Year _____		<b>COMPLETE MAILING ADDRESS OF EXECUTIVE DIRECTOR (REQUIRED)</b> <b>RIVERSIDE COMMUNITY COLLEGE</b> <b>ADMINISTRATION &amp; FINANCE</b> <b>4800 MAGNOLIA AVENUE, RIVERSIDE,</b> <b>CA 92506</b>	
<b>SIGNATURE OF BOARD CHAIR</b>		<b>PRINT OR TYPE NAME OF BOARD CHAIR</b>	<b>DATE</b>
<b>DATE OF BIRTH OF BOARD CHAIR (REQUIRED)</b> Month _____ Day _____ Year _____		<b>COMPLETE MAILING ADDRESS OF BOARD CHAIR (REQUIRED)</b>	
<b>CDE USE</b>			
<b>REVIEWED AND RECOMMENDED FOR APPROVAL BY (SIGNATURE)</b>		<b>NUTRITION SERVICES REPRESENTATIVE (PRINT NAME)</b>	<b>DATE</b>
<b>APPROVED BY (SIGNATURE)</b>		<b>MANAGER, NUTRITION SERVICES DIVISION (PRINT NAME)</b>	<b>DATE</b>

Reference: U.S. Department of Agriculture, CACFP, CFPA No. 10.558.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-3-a

Date: March 15, 2005

Subject: Agreement with WebCT, Inc. and California Community College Foundation

Background: Presented for the Board's review and consideration is an agreement with WebCT, Inc., via the California Community College Foundation to purchase dedicated hosting, licensing and integration with Datatel Campus Edition for Open Campus online-related distance education courses. This software and hardware package, along with associated agreements, will provide Open Campus with 24/7 maintenance and course management updates by WebCT for efficiently downloading student rosters from Datatel into WebCT course shells. The term of the agreement is for three years commencing April 1, 2005 continuing through March 31, 2008. The cost of dedicated hosting, licensing and hardware is \$68,672.00 for first year, \$64,344.00 and \$67,408.00 for second and third years, respectively. Funding source: General Fund.

The contract has been reviewed by Bob Bramucci, Dean, Open Campus; Steve Gilson, Associate Vice Chancellor, Information Services; Sylvia Thomas, Associate Vice President, Instruction; and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with WebCT, Inc. and California Community College Foundation for the purchase of dedicated three-year hosting, licensing and hardware for \$68,672.00 first year, \$64,344.00 second year and \$67,408.00 third year commencing April 1, 2005, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glen Brady  
Director, Distance Education  
Bob Bramucci  
Dean, Open Campus

**FCCC/WebCT Order Schedule No.4**

CUSTOMER: Riverside Community College

<u>Description</u>	<u>Price</u>	<u>Quantity</u>	<u>Extended</u>
<b><u>Year 1 - (04/01/05 – 03/31/06)</u></b>			
Hosting Set Up and Orientation Fee	\$15,800.00	1	\$15,800.00
Dedicated Hosting Services, Campus Edition Institution, Version 4.x* Start Date: 04/01/05      End Date: 03/31/06	\$30,000.00	1	\$30,000.00
Dedicated Hosted License, Campus Edition Institution, Version 4.x: 8,001–15,000 FTE Start Date: 04/01/05      End Date: 03/31/06	\$34,000.00	1	\$34,000.00
<i>Less ten percent (8%) committed volume discount:</i>			(\$2,720.00)
<i>Less Unused License Credit for Riverside Community College from Order Schedule No. 1:</i>			(\$8,408.00)
			-----
<i>Subtotal – First Year Dedicated Hosted License:</i>			\$23,552.00
Subtotal – First Year (04/01/05 – 03/31/06):			<b>\$68,672.00</b>
 <b><u>Year 2 - (04/01/06 – 03/31/07)</u></b>			
Dedicated Hosting Services, Campus Edition Institution, Version 4.x* Start Date: 04/01/06      End Date: 03/31/07	\$31,500.00	1	\$31,500.00
Dedicated Hosted License, Campus Edition Institution, Version 4.x: 8,001–15,000 FTE Start Date: 04/01/06      End Date: 03/31/07	\$35,700.00	1	\$35,700.00
<i>Less ten percent (8%) committed volume discount:</i>			(\$2,856.00)
			-----
<i>Subtotal – Second Year Dedicated Hosted License:</i>			\$32,844.00
Subtotal – Second Year (04/01/06 – 03/31/07):			<b>\$64,344.00</b>
 <b><u>Year 3 - (04/01/07 – 03/31/08)</u></b>			
Dedicated Hosting Services, Campus Edition Institution, Version 4.x* Start Date: 04/01/07      End Date: 03/31/08	\$33,000.00	1	\$33,000.00
Dedicated Hosted License, Campus Edition Institution, Version 4.x: 8,001–15,000 FTE Start Date: 04/01/07      End Date: 03/31/08	\$37,400.00	1	\$37,400.00
<i>Less ten percent (8%) committed volume discount:</i>			(\$2,992.00)
			-----
<i>Subtotal – Third Year Dedicated Hosted License:</i>			\$34,408.00
Subtotal – Third Year (04/01/07 – 03/31/08):			<b>\$67,408.00</b>
<b>Grand Total (04/01/05 – 03/31/08):</b>			<b><u>US \$200,424.00</u></b>

## FCCC/WebCT Order Schedule No. 4

CUSTOMER: Riverside Community College

**Terms and Conditions.** The Hosting Services and License granted pursuant to this Order Schedule No. 4 shall be provided in accordance with the terms and conditions of the WebCT Hosting Services and License Agreement dated June 29, 2004, as amended by Amendment No. 1 dated July 2, 2004, between the parties (together, the "Agreement"), the terms and conditions of which are incorporated herein by reference.

**\*Notwithstanding anything to the contrary contained in the Agreement, Customer acknowledges and agrees that the Hosting Services provided pursuant to this Order Schedule No. 4 shall be provided for WebCT Campus Edition Institution, Version 4.x only. Any upgrade to WebCT Campus Edition Version 6.x (when and if available) shall be subject to the prior execution by the parties of an amendment to this Order Schedule No. 4 specifying such upgrade and the payment by Customer of the then-current applicable fees set forth therein. Furthermore, Customer acknowledges and agrees that the dedicated Hosting Services being provided pursuant to this Order Schedule No. 4 are for Riverside Community College only and no other Institution.**

Additionally, notwithstanding anything to the contrary contained in the Agreement or this Order Schedule No. 4, Customer acknowledges and agrees that a dedicated hosting server may not be available for approximately four to six (4-6) weeks from the execution date of this Order Schedule No. 4. In the event that such server is not available at the start of the Services Term (as defined below), WebCT shall, at Customer's request, provide Customer with WebCT's Standard Hosting Services under which WebCT shall host the WebCT Campus Edition software for Customer via a shared system until such time as the dedicated server becomes available. In no event shall Customer be entitled to a refund of hosting service fees paid for such period, whether or not Customer elects to utilize such WebCT Standard Hosting Services during such time.

---

**Services Term:** The services and license term shall begin on 04/01/05 and expire on 03/31/08 (the "Services Term"), unless earlier terminated in accordance with the termination provisions set forth in the Agreement.

---

**Payment Terms:** The fees set forth above for the first year of the Services Term, in the amount of sixty-eight thousand six hundred seventy-two dollars (US\$68,672.00), shall be invoiced upon execution by the parties of this Order Schedule No. 4 and shall be due and payable within thirty (30) days following the date of such execution. The annual fees for the second and third years of the Services Term, in the amounts of sixty-four thousand three hundred forty-four dollars (US\$64,344.00) and sixty-seven thousand four hundred sixty dollars (US\$67,408.00) respectively, shall be invoiced on or about, but no earlier than, thirty (30) days prior to April 1<sup>st</sup> of each such year and shall be due and payable within thirty (30) days following the date of invoice. All fees shown above are in US Dollars.

Accepted and Agreed:

Accepted and Agreed:

CUSTOMER: Riverside Community College

The Foundation for California Community Colleges

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-3-b

Date: March 15, 2005

Subject: Agreement with WebCT, Inc.

Background: Presented for the Board's review and consideration is an agreement with WebCT, Inc., to purchase online content migration and integration from the existing WebCT server which RCCD has shared with other California Virtual Campus clients to a new dedicated server for Open Campus online-related distance education courses. This is a one-time expense to migrate existing data and integrate it onto the new server along with new Datatel components. The term of the agreement is for three years commencing April 1, 2005 and continuing through March 31, 2008. The cost of content migration is \$3,200.00 and integration is \$7,000.00 for a total of \$10,200.00. Funding source: General Fund.

This contract has been reviewed by Bob Bramucci, Dean, Open Campus; Steve Gilson, Associate Vice Chancellor, Information Services; Sylvia Thomas, Associate Vice President, Instruction; and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with WebCT, Inc. for the one-time purchase of content migration and integration from WebCT, Inc. for \$10,200.00 commencing April 1, 2005, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glen Brady  
Director, Distance Education  
Bob Bramucci  
Dean, Open Campus





#### STATEMENT OF WORK NO. 1

This Statement of Work shall evidence the Consulting Services to be provided hereunder pursuant to the terms and conditions of the Professional Services Agreement dated \_\_\_\_\_ (the "Agreement") between **WEBCT, INC.** ("WebCT") and **RIVERSIDE COMMUNITY COLLEGE** ("Client"), which terms and conditions are incorporated herein by reference. To the extent that any terms and conditions contained in the Agreement are in conflict with the terms and conditions of this Statement of Work, the terms and conditions of the Agreement shall prevail. All capitalized terms used herein shall have the meanings given to them pursuant to the Agreement unless otherwise set forth herein.

#### Our Understanding of the Project

Client is currently in the process of implementing Campus Edition (the "Target Application") into its present business systems. Client has requested that WebCT provide Client with consultants (each a "Consultant") to perform certain services in connection with such implementation as set forth in the section of this Statement of Work entitled "Scope of Consulting Services" below (the "Project").

#### Scope of Consulting Services

WebCT will provide Client with approximately one (1) Consultant, remote with respect to client, or such other designated facilities as the parties may agree upon in writing (the "Site"), to perform services for the agreed upon eLearning functionality based upon the Target Application as more particularly described below (the "Consulting Services").

#### WebCT Integration Services: (US\$7,000.00)

##### Installation and Configuration

- WebCT will install and configure WebCT Campus Edition appropriately for Datatel Integration

##### Testing

- WebCT will independently perform application and integration testing as well as coordinate testing of the integration functionality with Datatel
  - Testing includes batch import tests, event testing and grade exchange

##### Deployment

- WebCT will ready the system for production after testing is complete
- WebCT will enable the system for production use

#### Migration: (US\$3200.00)

- WebCT will migrate Client College course content from a shared WebCT hosted environment to a dedicated WebCT hosted environment
- Client will provide a list of courses to migrate.
- Client will provide a course naming correlation between the current naming convention and the new naming convention that will be in affect on the dedicated hosting environment as need be for the planned Datatel integration.
- Only course content will be migrated because the user accounts will be created and enrolled by the Datatel integration (i.e. courses will be restored and reset).

#### Total Fees: US\$10,200.00

Based upon the initial requirements described in this Statement of Work, to perform the tasks described below, WebCT will provide approximately one (1) Consultant to perform the Consulting Services as set forth below:

#### Effort and Schedule

WebCT will provide coordination of the delivery of the Consulting Services to assist Client's project manager throughout the Project. WebCT may assist Client with additional time and effort for support beyond those tasks identified in the Scope of Consulting Services section above, but those activities and their associated costs are not included in this Statement of Work.

All Consulting Services shall be performed on mutually agreeable dates. WebCT shall have the sole right to assign the Consultants for the Consulting Services; however, WebCT shall use all reasonable efforts to accommodate Client's requests for specific Consultants, subject to WebCT staff availability. Upon agreement by Client and WebCT project managers of dates for delivery of Consulting Services, an email confirmation will be provided, and the Consulting Services shall be deemed scheduled. All Consulting Services outlined above must be completed no later than nine (9) months following execution of this Statement of Work. If Client elects not to receive such Consulting Services during the time frame specified herein, all prepaid fees set forth above shall be non-refundable and WebCT shall thereafter have no obligation to provide the Consulting Services.

#### Project Assumptions

Client realizes that its participation is critical for the success of the Project. The following assumptions are based on information provided by Client to WebCT relating to the Project and Client's current business systems as of the date of this Statement of Work.

The following Project assumptions have been used to develop WebCT's current fixed fee level of effort and cost:

1. This Statement of Work is based upon WebCT's understanding of the Project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the Project will be communicated both verbally and in writing to Client's management. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to this Statement of Work.
2. Prior to the commencement of the Project, Client will designate and identify to WebCT one (1) executive-level person within its organization ("Executive Sponsor") who has been given the power and authority to make final decisions and resolve internal disputes with regard to the Project and Client's functional/business requirements. The Project is limited to the tasks set forth in the Scope of Consulting Services section of this Statement of Work.
3. Client will be responsible for managing the Project.
4. Client's Executive Sponsor and business sponsors will use all reasonable efforts to be available during normal business hours when needed throughout the Project.
5. Client will be responsible for obtaining all licenses needed for the Consultants to perform the Consulting Services.
6. Post-implementation support will be the responsibility of Client.
7. Client and WebCT will cooperate in all reasonable respects and agree to work together in good faith as described herein towards completing the deliverables.
8. Unexpected and unknown items such as data integration issues and data quality issues may result in changes to the Project plan and Project timelines.
9. Client will make available to the Consultants and provide the Consultants with reasonable access to Client's facilities during Client's ordinary business hours as necessary to perform the Consulting Services with the exception of the hosting component consisting of the WebCT server.
10. Development, test, production, and training environments will be created and managed by Client, including wide area networks, local area networks, networks servers, operating systems and relational database management systems with the exception of the hosting component consisting of the WebCT server.
11. Client has purchased the appropriate Datatel Support and Services for the integration project.
12. Client's network will be installed and running in accordance with WebCT specifications, such specifications to be provided by WebCT to Client before the start of the Project with the exception of the hosting component consisting of the WebCT server.
13. Client will make available to the Consultants and provide the Consultants with reasonable access to Client's facilities during Client's ordinary business hours as necessary to perform the Consulting Services.
14. Client will provide required computer server equipment and administrative support for housing the WebCT server and the database server per WebCT specifications. These servers will be accessible over a network provided and administered by Client.

All Consulting Services related to this Project, as outlined in this Statement of Work, shall be performed on a firm fixed fee basis for ten thousand two hundred dollars (US\$10,200.00) ("Fixed Price Fee"), plus travel, meals and lodging expenses. The Fixed Price Fee may only be increased by mutual agreement through an amendment to this Statement of Work.

All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Client. All fees and expenses shall be billed on a per-deliverable basis, upon delivery of each individual component of the deliverables, as set forth herein and such bills shall be due and payable within thirty (30) days following the date of invoice. Except as otherwise stated in this Statement of Work with regard to the Consulting Services performed hereunder, WebCT reserves the right to change the services it offers to its customers generally and the related rates at any time.

The Effective Date of this Statement of Work shall be \_\_\_\_\_, 2005.

**Accepted and Agreed:**

**Client**

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Accepted and Agreed:**

**WebCT, Inc.**

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-3-c

Date: March 15, 2005

Subject: Agreement with Datatel, Inc.

Background: Presented for the Board's review and consideration is an agreement with Datatel, Inc., to purchase online content migration and system integration of Datatel components from the existing WebCT server RCC has shared with other California Virtual Campus clients to a new dedicated server for Open Campus online-related distance education courses. This is a one-time expense to migrate existing data and integrate it onto the new server along with new Datatel components that are all necessary for efficiently downloading student rosters from Datatel into WebCT course shells. The term of the agreement is for three years commencing April 1, 2005 and continuing through March 31, 2008. The cost of content migration is \$10,750.00. Funding source: General Fund.

This contract has been reviewed by Bob Bramucci, Dean, Open Campus; Steve Gilson, Associate Vice Chancellor, Information Services; Sylvia Thomas, Associate Vice President, Instruction; and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Datatel, Inc. for the one-time purchase of content migration and integration from Datatel, Inc. for \$10,750.00 commencing April 1, 2005, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glen Brady  
Director, Distance Education  
Bob Bramucci  
Dean, Open Campus

## **Datatel/WebCT Implementation**

### ***Purpose:***

The purpose of this document is to define the solution provided by Datatel for clients desiring to implement WebCT.

### ***Assumptions***

- This engagement is to be delivered by Datatel Professional Services.
- Datatel will perform all components of this engagement on-site, unless otherwise noted below.

### ***Service Offerings***

#### **Environment Evaluation**

**Purpose:** Prior to starting this service the Datatel consultant will review the pre-installation checklist and alert the client and/or WebCT of any conditions not met.

**Audience:** Datatel Professional Services consultant

- Verify client has software licensed by Datatel
- Verify that client has installed software updates in test and live main accounts
- Verification of all required Datatel components before integration services begin
  - Colleague R18
  - WebAdvisor 2.16 (minimum); should be able to perform a search for classes to ensure WebAdvisor is configured properly
  - DMI 3.3 (minimum)
  - WebCT software updates
- Email/Ship Datatel training materials
- Determine if client would like to install Digital Certificates to use SSL
- Client should provide Datatel with connection information (IP, userid, password ) for:
  - Colleague web server- location of Web server and WebAdvisor installation
  - Colleague server- location of main accounts and DMI
  - WebCT server- location of WebCT installation
  - PC- installed with Remote Desktop

#### **Configuration of WebCT Interface - 2 days**

**Purpose:** Installation all of EDX components

**Audience:** Datatel Professional Service consultant

- Install EDX in live and test accounts

## **Datatel/WebCT Implementation**

- Prerequisite- WebCT software has been installed before Datatel installation begins
- Configure Datatel integration in WebCT product
- Install SA Valet on PC
- Configure Web server for inbound transmittals
- Configure WebCT Interface
  - Load WebCT Interface (EDIL)
  - Enable Triggers (EPED)
  - Enable Subscriber (EDSD)
  - Enable Triggers (EDTC)
  - Setup Hyperlinks
- Test
  - Verify triggers function as delivered by changing data on a triggering field
  - Batch load data

### **EDX Administration Training- 3 hours**

Purpose- Datatel will conduct training on EDX and the WebCT Interface

Audience- Colleague Administrator, WebCT Administrator

- After this training the student should have a thorough understanding all EDX components, installation, administration procedures and workflows.

### **Proof of Concept- estimated 4 days**

Purpose- Datatel consultant will review installed software with client. Datatel will provide proof of concept of all integration functionality.

Audience- Datatel professional service consultant, Colleague Administrator, WebCT Administrator

- Proof of concept for Test and Live accounts
  - Load a sample of clients data for courses, terms, people (students and faculty)
  - Verify that triggers fire on all data files
  - Example Test scenarios
    - Outbound Transmittals to WebCT:
      - Triggering Data Send
      - Batch Data Send
    - Outbound Transmittals to WebCT using SSL:
      - Triggering Data Send
      - Batch Data Send
    - Hyperlinks w/ single sign on
    - Inbound Transmittals

### **Product Readiness- estimated 56 hours**

## **Datatel/WebCT Implementation**

Purpose- Datatel will conduct a technical discovery with the client to develop a strategy to maintain the WebCT Interface.

Audience- Colleague Administrator, WebCT Administrator

- Assist client in developing EDIS saved list for all documents
- Assist client in developing trigger conditions for all documents.
- Assist client in determining an appropriate workflow to maintain the WebCT interface.
- Assist client in testing product readiness solution

**This proposal shall be used for estimate purposes only. All work will be billed at a rate of \$250/hr.**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-3-d

Date: March 15, 2005

Subject: Agreement with Datatel, Inc.

Background: Presented for the Board's review and consideration is an agreement to purchase online Datatel plug-in interface with WebCT for a new dedicated server for Open Campus online related distance education courses. This is a recurring expense to continually interface with WebCT components that are all necessary for efficiently downloading student rosters from Datatel into WebCT course shells. The term of the agreement is for three years commencing April 1, 2005 and continuing through March 31, 2008. The cost of the plug-in for three years is \$5,500.00 for the first year, \$5,750.00 the second year and \$6,000.00 the third year. Funding source: General Fund.

This contract has been reviewed by Bob Bramucci, Dean, Open Campus; Steve Gilson, Associate Vice Chancellor, Information Services; Sylvia Thomas, Associate Vice President, Instruction; and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Datatel, Inc. for the one-time purchase of content migration and integration from Datatel, Inc. for \$5,500.00 the first year, \$5,750.00 the second year and \$6,000.00 the third year commencing April 1, 2005, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Glen Brady  
Director, Distance Education  
Bob Bramucci  
Dean, Open Campus



**Datatel Quotation**

Valid for 30 Days

Quote # TOR021005  
Date 02/10/2005

Valid through 03/21/2005

To: Dr. Bob Bramucci Phone: 951.222.8561  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

Sales Rep.: Tom O'Rourke, (760) 747-1308, office or 715-3040, cell

<u>Description</u>	<u>Qty</u>	<u>Unit price</u>	<u>Total Cost</u>
WebCT Interface (annual license)	1	\$4,000	\$4,000
WebCT Interface Maintenance	1	\$ 1,500	\$1,500
<b>Total for products and Maint.</b>			<b>\$5,500</b>

The Datatel Annual Maint. Fee will be prorated through 6/30 with an Annual Renewal as of 7/01.

This is an annual renewal license that must be quoted and updated each year. (i.e., 2003-2004 was software license fee of \$5,000) At this time, we don't see any further price drop.

Western Region Offices  
100 Spear Street, Ste. 1410  
San Francisco, CA 94105  
(760) 747-1308 or (415) 957-9002 (main)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-4-a

Date: March 15, 2005

Subject: Affiliation Agreement with Department of Veterans Affairs (VA)

Background: Presented for the Board's review and consideration is a continuing Affiliation Agreement with Department of Veterans Affairs (VA) and Riverside Community College District to provide a site for clinical experiences for nursing students. Clinical experience is required by both nursing accrediting bodies. The agreement remains in effect until notice is served by either party. Funding Source: No cost to the district.

This agreement was reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice President, Instruction, and Ron Vito, Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the continuing Affiliation Agreement with Department of Veterans Affairs (VA) and Riverside Community College to provide clinical sites for Nursing Students for the term, until further notice by either party and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Sandra Baker  
Interim Dean/Director, Nursing Education

**ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT BETWEEN THE  
DEPARTMENT OF VETERANS AFFAIRS (VA) AND AN EDUCATIONAL PROGRAM**

*Use when trainees are enrolled in an educational program approved by an accrediting  
body recognized by the US. Department of Education or by the Council for  
Higher Education Accreditation (CHEA)*

VISN 22

---

VA NETWORK

---

VA Loma Linda Healthcare System, Loma Linda, California

---

VA MEDICAL CARE FACILITY (including city and state)

---

Riverside Community College, Riverside, California

---

NAME OF EDUCATIONAL INSTITUTION (including city and state)

---

Nursing RN, Associate Program

---

PROGRAM/DISCIPLINE AND DEGREE(S)

---

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. Ultimate responsibility for the control and operation of V A facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institution. Additional responsibilities are delineated below.

**TERMS OF AGREEMENT**

Ultimate responsibility for the control and operation of V A facilities and programs rests with VA. Ultimate responsibility for academic education rests with the participating institutions. Through this agreement, a partnership is created to enable enhanced patient care, education, and research.

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-91, and the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance. Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or

federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Faculty members and trainees of the sponsoring institutions, when at VA health care facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d).

## **RESPONSIBILITIES**

**1. The affiliated educational institution has the following responsibilities:**

- A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).
- B. Enable faculty appointments for VA staff.
- C. Select trainees that meet qualifications as agreed upon by the school and VA.
- D. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards.
- E. Develop educational program letters of agreement for each VA health care facility that provides a trainee with educational experience at VA. These agreements must identify faculty, including VA employees, who will teach, supervise, and evaluate trainee performance; outline educational objectives; specify periods and clinical area of assignments.

**2. VA has the following responsibilities:**

- A. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Health care Organizations (JCAHO) and other accrediting entities.
- B. Appoint qualified health care professionals, as appropriate, as full-time or part-time staff of the facility, which will provide supervision of trainees and provide veteran patient care.
- C. Participate with the affiliated school in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.

- D. Establish minimal qualifications for trainees coming to VA for academic programs.
- E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.
- F. Orient trainees and faculty to the VA-facility and inform them that they are subject to VA rules and regulations while in a VA facility.
- G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.
- H. Ensure that all trainees who will be assigned to VA receive appropriate VA appointments.
- I. Assure that staff with appropriate credentials will supervise trainees.
- J. Encourage faculty appointments at the sponsoring institution for V A staff.
- K. Appoint VA staff and appropriate school program faculty to the V A Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the V A facility.
- L. Conduct periodic reviews of academic programs and policies according to VA policies.

#### **TERMINATION OF AFFILIATION AGREEMENT**

This affiliation agreement is in force until further notice and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

**ASSOCIATED HEALTH SIGNATURE PAGE**

---

*Signature of Dean or Equivalent Responsible Official for the Educational Institution or Program*

---

*Date of Signature*

Dr. James Buysse

---

*Typed Name of Individual Signing Above*

Vice Chancellor, Administration & Finance

---

*Typed Title of Individual Signing Above*

---

*Signature of Responsible VA Official for Educational Program*

---

*Date of Signature*

John M. Byrne, DO

---

*Typed Name of Individual Signing Above*

Associate Chief of Staff / Education

---

*Typed Title of Individual Signing Above*

---

*Signature of VA Designated Education Official*

---

*Date of Signature*

---

*Typed Name of Individual Signing Above*

---

*Typed Title of Individual Signing Above*

---

*Signature of Director or Equivalent Responsible Official for VA Healthcare Facility*

---

*Date of Signature*

Dwight C. Evans, MD

---

*Typed Name of Individual Signing Above*

Chief of Staff

---

*Typed Title of Individual Signing Above*

---

*Signature of VISN Director or Designee for Department of Veterans Affairs*

---

*Date of Signature*

---

*Typed Name of Individual Signing Above*

---

*Typed Title of Individual Signing Above*

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-b

Date: March 15, 2005

Subject: Affiliation Agreement with Catholic Healthcare West on behalf of St. Bernardine Medical Center.

Background: Presented for the Board's review and consideration is a new Affiliation Agreement with Catholic Healthcare West on behalf of St. Bernardine Medical Center and Riverside Community College District to provide a site for clinical experiences for nursing students. Clinical experience is required by both nursing accrediting bodies. The agreement will be in effect for two (2) years commencing March 1, 2004 and may be renewed by mutual written agreement of both parties. Funding source: No cost to the District.

This affiliation agreement was reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice President, Instruction and Ron Vito, Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees ratify the Affiliation Agreement with Catholic Healthcare West on behalf of St. Bernardine Medical Center to provide clinical sites for Nursing students for a two (2) year term commencing March 1, 2004 and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement. There is no cost to the District.

Salvatore G. Rotella  
Chancellor

Prepared by: Sandra Baker  
Interim Dean/Director, Nursing Education

## **EDUCATIONAL AFFILIATION AGREEMENT**

This Educational Affiliation Agreement is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation doing business as St. Bernardine Medical Center ("Hospital") and Riverside Community College District ("Entity").

### **RECITALS**

A. CHW owns and operates acute care hospitals and ancillary facilities, and including Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, ("Program") and such Program requires field experience in acute care hospital facilities and clinical facilities ("Facilities").

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity's Program ("Students") to use Hospital's clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

## **ARTICLE I**

### **General Information**

I. The Program is an educational Program of Entity and not Hospital's program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital's rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A. which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

## **ARTICLE II**

### **Non-Discrimination**

2. Neither Entity nor Hospital shall discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

## **ARTICLE III**

### **Responsibilities of Entity**

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or acceptable in a form or format to Hospital.

3.1 Entity shall maintain the health certification documentation for each Student for the time the Student is in training at Hospital plus at least one year beyond the date the Student completed training at Hospital.



3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program, who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health threat. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity ensures all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and their complying with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

3.9 Entity shall notify all Program Students that they are required to:

3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;

3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;

3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;

3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;

3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;

3.9.6 Maintain the confidentiality of patient information; however, nothing in this Agreement prevents Students and staff from providing information to Entity's Risk Management Department or Administration as part of an investigation of an incident or as part of a reviews of the actions of Students and staff; and

3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.

3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.

3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.

3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their responsibilities here under.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 Entity represents and warrants that Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 Entity represents and warrants that it has checked the OIG list of Excluded Providers (the "List") and that Entity, nor any Student, employee, agent, or other Entity personnel performing services hereunder appears on said list.

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has conducted a criminal background check to include as a minimum, a state and county criminal history investigation and a state sex offender search where the Student resides and where the Hospital is located. Any criminal history identified shall be reported to the Hospital.

## **ARTICLE IV**

### **Hospital's Responsibilities**

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The person at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Hospital coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

## **ARTICLE V**

### **Independent Contractors**

5. The parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among the Entity, Entity Coordinator, Hospital, and/or Students, but rather as an agreement by and between independent contractors. Hospital shall not assume any liability under any employment or workers' compensation law based on Students performing services, receiving education or traveling pursuant to this Agreement.

## ARTICLE VI

### Insurance

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, or a program of self-insurance acceptable to Hospital, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicles and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Hospital shall assume no responsibility for providing or paying for Student's medical care.

6.3 Entity shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.4 Hospital will participate in the Catholic Healthcare West Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

## **ARTICLE VII**

### **Indemnification**

7. Entity hereby agrees to defend, indemnify and hold harmless CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Entity, its Students, faculty, agents or its employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Entity's obligations hereunder.

Hospital hereby agrees to defend, indemnify and hold harmless Entity, its Students, faculty, agents or its employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Hospital's obligations hereunder.

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

## **ARTICLE VIII**

### **Term of Agreement**

8. This Agreement is for a term of two (2) years commencing on March 1, 2004, and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

## **ARTICLE IX**

### **Regulatory Compliance**

9. Entity represents and warrants that it is currently in compliance with, and shall remain throughout the term hereof in compliance with all State and Federal laws and regulations which currently or may hereafter apply to the Entity, Students, or Program. Entity further represents and warrants that Students who are assigned for a field experience at the Hospital shall comply with all applicable State and Federal laws and regulations, and Entity and the Students shall

comply with the Joint Commission on Accreditation for Healthcare Organizations ("JCAHO") standards that apply to Hospital.

9.1 Entity shall comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.2 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.3 HIP AA Compliance.

9.3.1 Entity and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). Entity agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

9.3.2 At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

9.3.3 If Entity becomes aware of the unauthorized use or disclosure of PHI, Entity shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure.

9.3.4 Entity agrees that if it breaches this provision, Hospital shall

immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by School. The terms of this Section 9.3 shall survive the expiration or termination of this Agreement.

## **ARTICLE X**

### **Confidentiality of Information**

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain. Nothing in this provision prevents Students and staff from providing information regarding incidents or Entity's practices to its Risk Management Department or Administration.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

## **ARTICLE XI**

### **Ethical and Religious Directives**

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to the Ethical and Religious Directives for Catholic Health Facilities as promulgated from time to time by the National Conference of Catholic Bishops and as adopted by the Local Ordinary, as well as the policies and procedures established by Catholic Healthcare West and its Sponsoring Congregations (collectively, the "Ethical Directives") a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Ethical Directives conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

## **ARTICLE XII**

### **General Provisions**

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12.2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the laws of the State of California.



12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital:		St. Bernardine Medical Center 2101 North Waterman Avenue San Bernardino, CA 92404 Att: President
Copy to:		Catholic Healthcare West 251 South Lake Avenue, 8th Floor Pasadena, CA 91101-4842 Att: V.P., Associate General Counsel
If directed to Entity:		Riverside Community College District 4800 Magnolia Riverside, DA 92506 Att: Jan Buysse, V.P., Administration Finance

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Full Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12.9 Waiver of Breach. The waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

HOSPITAL:

Catholic Healthcare West,  
a California nonprofit public benefit corporation  
doing business as St. Bernardine Medical Center

Date: \_\_\_\_\_, 2004

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

Its: CNE & SR. VP OF PATIENT CARE SERVICES

ENTITY:

Riverside Community College District

Date: \_\_\_\_\_, 2004

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

**EXHIBIT A**

1. Program Specialty: Vocational Nursing; Associate Degree Nursing
2. Length of Field Training:
3. Maximum Number of Students at Any One Time: 12
4. Educational Objectives Set by Entity: Entity shall provide to each Hospital prior to the start of each Clinical Rotation.
5. Entity Coordinator's Name: Entity shall provide to each Hospital prior to the start of each Clinical Rotation.
6. Hospital's Coordinator's Name:

**EXHIBIT B**

**Student Enrollment Form**

**This form should be completed at least two weeks prior to the Student's Starting Date.**

Student's Name:

Training Dates:

**Professional Liability Insurance**

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate

Company:

**Health Certifications** (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- (e) Evidence of current (within the past ten years) tetanus toxoid.

**Check here if the student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease' Control guidelines and the Hospital's standards.**

**EXHIBIT C**

**Student Confidentiality Statement**

The undersigned hereby recognizes that medical records, patient care information, personnel information, reports to regulatory agencies and conversations between or among any healthcare professionals in any way associated with Hospital, its patients and my activities while a Student at Hospital, are considered privileged and should be treated with utmost confidentiality.

Nothing in this Student Confidentiality Statement precludes or prohibits the release of the above information to Entity's Risk Management Department or Administration as part of an investigation of an incident or a review of Entity's procedures.

If it is determined that a breach of confidentiality has occurred as a result of my actions, I recognize that I may be liable for damages that result from such a breach and that I shall no longer be allowed to participate in Program at Hospital.

Signed: \_\_\_\_\_

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

**EXHIBIT D**

**Ethical and Religious Directives**

See attached.

# Ethical and Religious Directives for Catholic Health Care Services

## *Fourth Edition*

UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

### Contents

- 1 Preamble
- 2 General Introduction
- 4 PART ONE  
The Social Responsibility of Catholic  
Health Care Services
- 6 PART TWO  
The Pastoral and Spiritual Responsibility of  
Catholic Health Care
- 8 PART THREE  
The Professional-Patient Relationship
- 10 PART FOUR  
Issues in Care for the Beginning of Life
- 13 PART FIVE  
Issues in Care for the Dying
- 15 PART SIX  
Forming New Partnerships with Health Care  
Organizations and Providers
- 16 Conclusion
- 18 Index

### Preamble

Health care in the United States is marked by extraordinary change. Not only is there continuing change in clinical practice due to technological advances, but the health care system in the United States is being challenged by both institutional and social factors as well. At the same time, there are a number of developments within the Catholic Church affecting the ecclesial mission of health care. Among these are significant changes in religious orders and congregations, the increased involvement of lay men and women, a heightened awareness of the Church's social role in the world, and developments in moral theology since the Second Vatican Council. A contemporary understanding of the Catholic health care ministry must take into account the new challenges presented by transitions both in the Church and in American society.

Throughout the centuries, with the aid of other sciences, a body of moral principles has emerged that expresses the Church's teaching on medical and moral matters and has proven to be pertinent and applicable to the ever-changing circumstances of health care and its delivery. In response to today's challenges, these same moral principles of Catholic teaching provide the rationale and direction for this revision of the *Ethical and Religious Directives for Catholic Health Care Services*.

This fourth edition of the *Ethical and Religious Directives for Catholic Health Care Services* was developed by the Committee on Doctrine of the National Conference of Catholic Bishops and approved as the national code by the full body of bishops at its June 2001 General Meeting. This edition of the *Directives*, which replaces all previous editions, is recommended for implementation by the diocesan bishop and is authorized for publication by the undersigned.

Monsignor William P. Fay, General Secretary, USCCB

Excerpts from *The Documents of Vatican II*, ed. Walter M. Abbott, SJ, copyright © 1966 by America Press are used with permission. All rights reserved.

Scripture texts used in this work are taken from the *New American Bible*, copyright © 1991, 1986, and 1970 by the Confraternity of Christian Doctrine, Washington, D.C. 20017 and are used by permission of the copyright owner. All rights reserved.

ISBN 1-57455-454-9

First Printing, 1971; Revised, August 2001

Copyright © 2001, United States Conference of Catholic Bishops, Inc., Washington, D.C. All rights reserved. No part of this work may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from the copyright holder.

These Directives presuppose our statement *Health and Health Care* published in 1981.<sup>1</sup> There we presented the theological principles that guide the Church's vision of health care, called for all Catholics to share in the healing mission of the Church, expressed our full commitment to the health care ministry, and offered encouragement to all those who are involved in it. Now, with American health care facing even more dramatic changes, we reaffirm the Church's commitment to health care ministry and the distinctive Catholic identity of the Church's institutional health care services.<sup>2</sup> The purpose of these *Ethical and Religious Directives* then is twofold: first, to reaffirm the ethical standards of behavior in health care that flow from the Church's teaching about the dignity of the human person; second, to provide authoritative guidance on certain moral issues that face Catholic health care today.

The *Ethical and Religious Directives* are concerned primarily with institutionally based Catholic health care services. They address the sponsors, trustees, administrators, chaplains, physicians, health care personnel, and patients or residents of these institutions and services.

Since they express the Church's moral teaching, these Directives also will be helpful to Catholic professionals engaged in health care services in other settings. The moral teachings that we profess here flow principally from the natural law, understood in the light of the revelation Christ has entrusted to his Church. From this source the Church has derived its understanding of the nature of the human person, of human acts, and of the goals that shape human activity.

The Directives have been refined through an extensive process of consultation with bishops, theologians, sponsors, administrators, physicians, and other health care providers. While providing standards and guidance, the Directives do not cover in detail all of the complex issues that confront Catholic health care today. Moreover, the Directives will be reviewed periodically by the United States Conference of Catholic Bishops (formerly the National Conference of Catholic Bishops), in the light of authoritative church teaching, in order to address new insights from theological and medical research or new requirements of public policy.

1. National Conference of Catholic Bishops, *Health and Health Care: A Pastoral Letter of the American Catholic Bishops* (Washington, D.C.: United States Catholic Conference, 1981).
2. Health care services under Catholic auspices are carried out in a variety of institutional settings (e.g., hospitals, clinics, out-patient facilities, urgent care centers, hospices, nursing homes, and parishes). Depending on the context, these Directives will employ the terms "institution" and/or "services" in order to encompass the variety of settings in which Catholic health care is provided.



The Directives begin with a general introduction that presents a theological basis for the Catholic health care ministry. Each of the six parts that follow is divided into two sections. The first section is in expository form; it serves as an introduction and provides the context in which concrete issues can be discussed from the perspective of the Catholic faith. The second section is in prescriptive form; the directives promote and protect the truths of the Catholic faith as those truths are brought to bear on concrete issues in health care.

## General Introduction

The Church has always sought to embody our Savior's concern for the sick. The gospel accounts of Jesus' ministry draw special attention to his acts of healing: he cleansed a man with leprosy (Mt 8:1-4; Mk 1:40-42); he gave sight to two people who were blind (Mt 20:29-34; Mk 10:46-52); he enabled one who was mute to speak (Lk 11:14); he cured a woman who was hemorrhaging (Mt 9:20-22; Mk 5:25-34); and he brought a young girl back to life (Mt 9:18, 23-25; Mk 5:35-42). Indeed, the Gospels are replete with examples of how the Lord cured every kind of ailment and disease (Mt 9:35). In the account of Matthew, Jesus' mission fulfilled the prophecy of Isaiah: "He took away our infirmities and bore our diseases" (Mt 8:17; cf. Is 53:4).

Jesus' healing mission went further than caring only for physical affliction. He touched people at the deepest level of their existence; he sought their physical, mental, and spiritual healing (Jn 6:35, 11:25-27). He "came so that they might have life and have it more abundantly" (Jn 10:10).

The mystery of Christ casts light on every facet of Catholic health care: to see Christian love as the animating principle of health care; to see healing and compassion as a continuation of Christ's mission; to see suffering as a participation in the redemptive power of Christ's passion, death, and resurrection; and to see death, trans-

formed by the resurrection, as an opportunity for a final act of communion with Christ.

For the Christian, our encounter with suffering and death can take on a positive and distinctive meaning through the redemptive power of Jesus' suffering and death. As St. Paul says, we are "always carrying about in the body the dying of Jesus, so that the life of Jesus may also be manifested in our body" (2 Cor 4:10). This truth does not lessen the pain and fear, but gives confidence and grace for bearing suffering rather than being overwhelmed by it. Catholic health care ministry bears witness to the truth that, for those who are in Christ, suffering and death are the birth pangs of the new creation. "God himself will always be with them [as their God]. He will wipe every tear from their eyes, and there shall be no more death or mourning, wailing or pain, [for] the old order has passed away" (Rev 21:3-4).

In faithful imitation of Jesus Christ, the Church has served the sick, suffering, and dying in various ways throughout history. The zealous service of individuals and communities has provided shelter for the traveler; infirmaries for the sick; and homes for children, adults, and the elderly.<sup>3</sup> In the United States, the many religious communities as well as dioceses that sponsor and staff this country's Catholic health care institutions and services have established an effective Catholic presence in health care. Modeling their efforts on the gospel parable of the Good Samaritan, these communities of women and men have exemplified authentic neighborliness to those in need (Lk 10:25-37). The Church seeks to ensure that the service offered in the past will be continued into the future.

While many religious communities continue their commitment to the health care ministry, lay Catholics increasingly have stepped forward to collaborate in this ministry. Inspired by the example of Christ and mandated by the Second Vatican Council, lay faithful are invited to a broader and more intense field of ministries than in the past.<sup>4</sup> By virtue of their Baptism, lay faithful are called to participate actively in the Church's life and mission.<sup>5</sup> Their participation and leadership in the

3. *Health and Health Care*, p. 5.

4. Second Vatican Ecumenical Council, *Decree on the Apostolate of the Laity (Apostolicam Actuositatem)* (1965), no. 1.

5. Pope John Paul II, Post-Synodal Apostolic Exhortation, *On the Vocation and the Mission of the Lay Faithful in the Church and in the World (Christifideles Laici)* (Washington, D.C.: United States Catholic Conference, 1988), no. 29.

health care ministry, through new forms of sponsorship and governance of institutional Catholic health care, are essential for the Church to continue her ministry of healing and compassion. They are joined in the Church's health care mission by many men and women who are not Catholic.

Catholic health care expresses the healing ministry of Christ in a specific way within the local church. Here the diocesan bishop exercises responsibilities that are rooted in his office as pastor, teacher, and priest. As the center of unity in the diocese and coordinator of ministries in the local church, the diocesan bishop fosters the mission of Catholic health care in a way that promotes collaboration among health care leaders, providers, medical professionals, theologians, and other specialists. As pastor, the diocesan bishop is in a unique position to encourage the faithful to greater responsibility in the healing ministry of the Church. As teacher, the diocesan bishop ensures the moral and religious identity of the health care ministry in whatever setting it is carried out in the diocese. As priest, the diocesan bishop oversees the sacramental care of the sick. These responsibilities will require that Catholic health care providers and the diocesan bishop engage in ongoing communication on ethical and pastoral matters that require his attention.

In a time of new medical discoveries, rapid technological developments, and social change, what is new can either be an opportunity for genuine advancement in human culture, or it can lead to policies and actions that are contrary to the true dignity and vocation of the human person. In consultation with medical professionals, church leaders review these developments, judge them according to the principles of right reason and the ultimate standard of revealed truth, and offer authoritative teaching and guidance about the moral and pastoral responsibilities entailed by the Christian faith.<sup>6</sup> While the Church cannot furnish a ready answer to every moral dilemma, there are many questions about which she provides normative guidance and direction. In the absence of a determination by the magisterium, but never contrary to church teaching, the guidance of approved authors can offer appropriate guidance for ethical decision making.

Created in God's image and likeness, the human family shares in the dominion that Christ manifested in his healing ministry. This sharing involves a stewardship over all material creation (Gn 1:26) that should neither abuse nor squander nature's resources. Through science the human race comes to understand God's wonderful work; and through technology it must conserve, protect, and perfect nature in harmony with God's purposes. Health care professionals pursue a special vocation to share in carrying forth God's life-giving and healing work.

The dialogue between medical science and Christian faith has for its primary purpose the common good of all human persons. It presupposes that science and faith do not contradict each other. Both are grounded in respect for truth and freedom. As new knowledge and new technologies expand, each person must form a correct conscience based on the moral norms for proper health care.

#### PART ONE

## The Social Responsibility of Catholic Health Care Services

### Introduction

Their embrace of Christ's healing mission has led institutionally based Catholic health care services in the United States to become an integral part of the nation's health care system. Today, this complex health care system confronts a range of economic, technological, social, and moral challenges. The response of Catholic health care institutions and services to these challenges is guided by normative principles that inform the Church's healing ministry.

First, Catholic health care ministry is rooted in a commitment to promote and defend human dignity; this is the foundation of its concern to respect the sacredness of every human life from the moment of conception until

6. As examples, see Congregation for the Doctrine of the Faith, *Declaration on Procured Abortion* (1974); Congregation for the Doctrine of the Faith, *Declaration on Euthanasia* (1980); Congregation for the Doctrine of the Faith, *Instruction on Respect for Human Life in Its Origin and on the Dignity of Procreation: Replies to Certain Questions of the Day (Donum Vitae)* (Washington, D.C.: United States Catholic Conference, 1987).

death. The first right of the human person, the right to life, entails a right to the means for the proper development of life, such as adequate health care.<sup>7</sup>

Second, the biblical mandate to care for the poor requires us to express this in concrete action at all levels of Catholic health care. This mandate prompts us to work to ensure that our country's health care delivery system provides adequate health care for the poor. In Catholic institutions, particular attention should be given to the health care needs of the poor, the uninsured, and the underinsured.<sup>8</sup>

Third, Catholic health care ministry seeks to contribute to the common good. The common good is realized when economic, political, and social conditions ensure protection for the fundamental rights of all individuals and enable all to fulfill their common purpose and reach their common goals.<sup>9</sup>

Fourth, Catholic health care ministry exercises responsible stewardship of available health care resources. A just health care system will be concerned both with promoting equity of care—to assure that the right of each person to basic health care is respected—and with promoting the good health of all in the community. The responsible stewardship of health care resources can be accomplished best in dialogue with people from all levels of society, in accordance with the principle of subsidiarity and with respect for the moral principles that guide institutions and persons.

Fifth, within a pluralistic society, Catholic health care services will encounter requests for medical procedures contrary to the moral teachings of the Church. Catholic health care does not offend the rights of individual conscience by refusing to provide or permit medical procedures that are judged morally wrong by the teaching authority of the Church.

### Directives

1. A Catholic institutional health care service is a community that provides health care to those in need of

it. This service must be animated by the Gospel of Jesus Christ and guided by the moral tradition of the Church.

2. Catholic health care should be marked by a spirit of mutual respect among care-givers that disposes them to deal with those it serves and their families with the compassion of Christ, sensitive to their vulnerability at a time of special need.
3. In accord with its mission, Catholic health care should distinguish itself by service to and advocacy for those people whose social condition puts them at the margins of our society and makes them particularly vulnerable to discrimination: the poor; the uninsured and the underinsured; children and the unborn; single parents; the elderly; those with incurable diseases and chemical dependencies; racial minorities; immigrants and refugees. In particular, the person with mental or physical disabilities, regardless of the cause or severity, must be treated as a unique person of incomparable worth, with the same right to life and to adequate health care as all other persons.
4. A Catholic health care institution, especially a teaching hospital, will promote medical research consistent with its mission of providing health care and with concern for the responsible stewardship of health care resources. Such medical research must adhere to Catholic moral principles.
5. Catholic health care services must adopt these Directives as policy, require adherence to them within the institution as a condition for medical privileges and employment, and provide appropriate instruction regarding the Directives for administration, medical and nursing staff, and other personnel.
6. A Catholic health care organization should be a responsible steward of the health care resources available to it. Collaboration with other health care

7. Pope John XXIII, *Encyclical Letter, Peace on Earth (Pacem in Terris)* (Washington, D.C.: United States Catholic Conference, 1963), no. 11; *Health and Health Care*, pp. 5, 17-18; *Catechism of the Catholic Church*, 2nd ed. (Washington, D.C.: United States Catholic Conference, 2000), no. 2211.

8. Pope John Paul II, *On Social Concern, Encyclical Letter on the Occasion of the Twentieth Anniversary of "Populorum Progressio" (Sollicitudo Rei Socialis)* (Washington, D.C.: United States Catholic Conference, 1988), no. 43.

9. National Conference of Catholic Bishops, *Economic Justice for All: Pastoral Letter on Catholic Social Teaching and the U.S. Economy* (Washington, D.C.: United States Catholic Conference, 1986), no. 80.

providers, in ways that do not compromise Catholic social and moral teaching, can be an effective means of such stewardship.<sup>10</sup>

7. A Catholic health care institution must treat its employees respectfully and justly. This responsibility includes: equal employment opportunities for anyone qualified for the task, irrespective of a person's race, sex, age, national origin, or disability; a workplace that promotes employee participation; a work environment that ensures employee safety and well-being; just compensation and benefits; and recognition of the rights of employees to organize and bargain collectively without prejudice to the common good.
8. Catholic health care institutions have a unique relationship to both the Church and the wider community they serve. Because of the ecclesial nature of this relationship, the relevant requirements of canon law will be observed with regard to the foundation of a new Catholic health care institution; the substantial revision of the mission of an institution; and the sale, sponsorship transfer, or closure of an existing institution.
9. Employees of a Catholic health care institution must respect and uphold the religious mission of the institution and adhere to these Directives. They should maintain professional standards and promote the institution's commitment to human dignity and the common good.

10. The duty of responsible stewardship demands responsible collaboration. But in collaborative efforts, Catholic institutionally based health care services must be attentive to occasions when the policies and practices of other institutions are not compatible with the Church's authoritative moral teaching. At such times, Catholic health care institutions should determine whether or to what degree collaboration would be morally permissible. To make that judgment, the governing boards of Catholic institutions should adhere to the moral principles on cooperation. See Part Six.

11. *Health and Health Care*, p. 12.

## PART TWO

# The Pastoral and Spiritual Responsibility of Catholic Health Care

## Introduction

The dignity of human life flows from creation in the image of God (Gn 1:26), from redemption by Jesus Christ (Eph 1:10; 1 Tm 2:4-6), and from our common destiny to share a life with God beyond all corruption (1 Cor 15:42-57). Catholic health care has the responsibility to treat those in need in a way that respects the human dignity and eternal destiny of all. The words of Christ have provided inspiration for Catholic health care: "I was ill and you cared for me" (Mt 25:36). The care provided assists those in need to experience their own dignity and value, especially when these are obscured by the burdens of illness or the anxiety of imminent death.

Since a Catholic health care institution is a community of healing and compassion, the care offered is not limited to the treatment of a disease or bodily ailment but embraces the physical, psychological, social, and spiritual dimensions of the human person. The medical expertise offered through Catholic health care is combined with other forms of care to promote health and relieve human suffering. For this reason, Catholic health care extends to the spiritual nature of the person. "Without health of the spirit, high technology focused strictly on the body offers limited hope for healing the whole person."<sup>11</sup> Directed to spiritual needs that are often appreciated more deeply during times of illness, pastoral care is an integral part of Catholic health care. Pastoral care encompasses the full range of spiritual services, including a listening presence; help in dealing with powerlessness, pain, and alienation; and assistance in recognizing and responding to God's will with greater joy and peace. It should be acknowledged, of course, that



technological advances in medicine have reduced the length of hospital stays dramatically. It follows, therefore, that the pastoral care of patients, especially administration of the sacraments, will be provided more often than not at the parish level, both before and after one's hospitalization. For this reason, it is essential that there be very cordial and cooperative relationships between the personnel of pastoral care departments and the local clergy and ministers of care.

Priests, deacons, religious, and laity exercise diverse but complementary roles in this pastoral care. Since many areas of pastoral care call upon the creative response of these pastoral care-givers to the particular needs of patients or residents, the following directives address only a limited number of specific pastoral activities.

### Directives

10. A Catholic health care organization should provide pastoral care to minister to the religious and spiritual needs of all those it serves. Pastoral care personnel—clergy, religious, and lay alike—should have appropriate professional preparation, including an understanding of these Directives.
11. Pastoral care personnel should work in close collaboration with local parishes and community clergy. Appropriate pastoral services and/or referrals should be available to all in keeping with their religious beliefs or affiliation.
12. For Catholic patients or residents, provision for the sacraments is an especially important part of Catholic health care ministry. Every effort should be made to have priests assigned to hospitals and health care institutions to celebrate the Eucharist and provide the sacraments to patients and staff.
13. Particular care should be taken to provide and to publicize opportunities for patients or residents to receive the sacrament of Penance.
14. Properly prepared lay Catholics can be appointed to serve as extraordinary ministers of Holy Communion, in accordance with canon law and the policies of the local diocese. They should assist pastoral care personnel—clergy, religious, and laity—by providing supportive visits, advising patients regarding the availability of priests for the sacrament of Penance, and distributing Holy Communion to the faithful who request it.
15. Responsive to a patient's desires and condition, all involved in pastoral care should facilitate the availability of priests to provide the sacrament of Anointing of the Sick, recognizing that through this sacrament Christ provides grace and support to those who are seriously ill or weakened by advanced age. Normally, the sacrament is celebrated when the sick person is fully conscious. It may be conferred upon the sick who have lost consciousness or the use of reason, if there is reason to believe that they would have asked for the sacrament while in control of their faculties.
16. All Catholics who are capable of receiving Communion should receive Viaticum when they are in danger of death, while still in full possession of their faculties.<sup>12</sup>
17. Except in cases of emergency (i.e., danger of death), any request for Baptism made by adults or for infants should be referred to the chaplain of the institution. Newly born infants in danger of death, including those miscarried, should be baptized if this is possible.<sup>13</sup> In case of emergency, if a priest or a deacon is not available, anyone can validly baptize.<sup>14</sup> In the case of emergency Baptism, the chaplain or the director of pastoral care is to be notified.
18. When a Catholic who has been baptized but not yet confirmed is in danger of death, any priest may confirm the person.<sup>15</sup>
19. A record of the conferral of Baptism or Confirmation should be sent to the parish in which the institution is located and posted in its Baptism/Confirmation registers.

12. Cf. *Code of Canon Law*, cc. 921-923.

13. Cf. *ibid.*, c. 867, § 2, and c. 871.

14. To confer Baptism in an emergency, one must have the proper intention (to do what the Church intends by Baptism) and pour water on the head of the person to be baptized, meanwhile pronouncing the words: "I baptize you in the name of the Father, and of the Son, and of the Holy Spirit."

15. Cf. c. 883, 3°.

20. Catholic discipline generally reserves the reception of the sacraments to Catholics. In accord with canon 844, §3, Catholic ministers may administer the sacraments of Eucharist, Penance, and Anointing of the Sick to members of the oriental churches that do not have full communion with the Catholic Church, or of other churches that in the judgment of the Holy See are in the same condition as the oriental churches, if such persons ask for the sacraments on their own and are properly disposed.

With regard to other Christians not in full communion with the Catholic Church, when the danger of death or other grave necessity is present, the four conditions of canon 844, §4, also must be present, namely, they cannot approach a minister of their own community; they ask for the sacraments on their own; they manifest Catholic faith in these sacraments; and they are properly disposed. The diocesan bishop has the responsibility to oversee this pastoral practice.

21. The appointment of priests and deacons to the pastoral care staff of a Catholic institution must have the explicit approval or confirmation of the local bishop in collaboration with the administration of the institution. The appointment of the director of the pastoral care staff should be made in consultation with the diocesan bishop.

22. For the sake of appropriate ecumenical and interfaith relations, a diocesan policy should be developed with regard to the appointment of non-Catholic members to the pastoral care staff of a Catholic health care institution. The director of pastoral care at a Catholic institution should be a Catholic; any exception to this norm should be approved by the diocesan bishop.

### PART THREE

## The Professional-Patient Relationship

### Introduction

A person in need of health care and the professional health care provider who accepts that person as a patient enter into a relationship that

requires, among other things, mutual respect, trust, honesty, and appropriate confidentiality. The resulting free exchange of information must avoid manipulation, intimidation, or condescension. Such a relationship enables the patient to disclose personal information needed for effective care and permits the health care provider to use his or her professional competence most effectively to maintain or restore the patient's health. Neither the health care professional nor the patient acts independently of the other; both participate in the healing process.

Today, a patient often receives health care from a team of providers, especially in the setting of the modern acute-care hospital. But the resulting multiplication of relationships does not alter the personal character of the interaction between health care providers and the patient. The relationship of the person seeking health care and the professionals providing that care is an important part of the foundation on which diagnosis and care are provided. Diagnosis and care, therefore, entail a series of decisions with ethical as well as medical dimensions. The health care professional has the knowledge and experience to pursue the goals of healing, the maintenance of health, and the compassionate care of the dying, taking into account the patient's convictions and spiritual needs, and the moral responsibilities of all concerned. The person in need of health care depends on the skill of the health care provider to assist in preserving life and promoting health of body, mind, and spirit. The patient, in turn, has a responsibility to use these physical and mental resources in the service of moral and spiritual goals to the best of his or her ability.

When the health care professional and the patient use institutional Catholic health care, they also accept its public commitment to the Church's understanding of and witness to the dignity of the human person. The Church's moral teaching on health care nurtures a truly interpersonal professional-patient relationship. This professional-patient relationship is never separated, then, from the Catholic identity of the health care institution. The faith that inspires Catholic health care guides medical decisions in ways that fully respect the dignity of the person and the relationship with the health care professional.

### Directives

23. The inherent dignity of the human person must be respected and protected regardless of the nature of the person's health problem or social status. The respect for human dignity extends to all persons who are served by Catholic health care.
24. In compliance with federal law, a Catholic health care institution will make available to patients information about their rights, under the laws of their state, to make an advance directive for their medical treatment. The institution, however, will not honor an advance directive that is contrary to Catholic teaching. If the advance directive conflicts with Catholic teaching, an explanation should be provided as to why the directive cannot be honored.
25. Each person may identify in advance a representative to make health care decisions as his or her surrogate in the event that the person loses the capacity to make health care decisions. Decisions by the designated surrogate should be faithful to Catholic moral principles and to the person's intentions and values, or if the person's intentions are unknown, to the person's best interests. In the event that an advance directive is not executed, those who are in a position to know best the patient's wishes—usually family members and loved ones—should participate in the treatment decisions for the person who has lost the capacity to make health care decisions.
26. The free and informed consent of the person or the person's surrogate is required for medical treatments and procedures, except in an emergency situation when consent cannot be obtained and there is no indication that the patient would refuse consent to the treatment.
27. Free and informed consent requires that the person or the person's surrogate receive all reasonable information about the essential nature of the proposed treatment and its benefits; its risks, side-effects, consequences, and cost; and any reasonable and morally legitimate alternatives, including no treatment at all.
28. Each person or the person's surrogate should have access to medical and moral information and counseling so as to be able to form his or her conscience. The free and informed health care decision of the person or the person's surrogate is to be followed so long as it does not contradict Catholic principles.
29. All persons served by Catholic health care have the right and duty to protect and preserve their bodily and functional integrity.<sup>16</sup> The functional integrity of the person may be sacrificed to maintain the health or life of the person when no other morally permissible means is available.<sup>17</sup>
30. The transplantation of organs from living donors is morally permissible when such a donation will not sacrifice or seriously impair any essential bodily function and the anticipated benefit to the recipient is proportionate to the harm done to the donor. Furthermore, the freedom of the prospective donor must be respected, and economic advantages should not accrue to the donor.
31. No one should be the subject of medical or genetic experimentation, even if it is therapeutic, unless the person or surrogate first has given free and informed consent. In instances of nontherapeutic experimentation, the surrogate can give this consent only if the experiment entails no significant risk to the person's well-being. Moreover, the greater the person's incompetency and vulnerability, the greater the reasons must be to perform any medical experimentation, especially nontherapeutic.
32. While every person is obliged to use ordinary means to preserve his or her health, no person should be obliged to submit to a health care procedure that the person has judged, with a free and informed conscience, not to provide a reasonable hope of benefit without imposing excessive risks and burdens on the patient or excessive expense to family or community.<sup>18</sup>
33. The well-being of the whole person must be taken into account in deciding about any therapeutic intervention or use of technology. Therapeutic procedures

16. For example, while the donation of a kidney represents loss of biological integrity, such a donation does not compromise functional integrity since human beings are capable of functioning with only one kidney.

17. Cf. directive 53.

18. *Declaration on Euthanasia*, Part IV; cf. also directives 56-57.

that are likely to cause harm or undesirable side-effects can be justified only by a proportionate benefit to the patient.

34. Health care providers are to respect each person's privacy and confidentiality regarding information related to the person's diagnosis, treatment, and care.
35. Health care professionals should be educated to recognize the symptoms of abuse and violence and are obliged to report cases of abuse to the proper authorities in accordance with local statutes.
36. Compassionate and understanding care should be given to a person who is the victim of sexual assault. Health care providers should cooperate with law enforcement officials and offer the person psychological and spiritual support as well as accurate medical information. A female who has been raped should be able to defend herself against a potential conception from the sexual assault. If, after appropriate testing, there is no evidence that conception has occurred already, she may be treated with medications that would prevent ovulation, sperm capacitation, or fertilization. It is not permissible, however, to initiate or to recommend treatments that have as their purpose or direct effect the removal, destruction, or interference with the implantation of a fertilized ovum.<sup>19</sup>
37. An ethics committee or some alternate form of ethical consultation should be available to assist by advising on particular ethical situations, by offering educational opportunities, and by reviewing and recommending policies. To these ends, there should be appropriate standards for medical ethical consultation within a particular diocese that will respect the diocesan bishop's pastoral responsibility as well as assist members of ethics committees to be familiar with Catholic medical ethics and, in particular, these Directives.

#### PART FOUR

## Issues in Care for the Beginning of Life

### Introduction

The Church's commitment to human dignity inspires an abiding concern for the sanctity of human life from its very beginning, and with the dignity of marriage and of the marriage act by which human life is transmitted. The Church cannot approve medical practices that undermine the biological, psychological, and moral bonds on which the strength of marriage and the family depends.

Catholic health care ministry witnesses to the sanctity of life "from the moment of conception until death."<sup>20</sup> The Church's defense of life encompasses the unborn and the care of women and their children during and after pregnancy. The Church's commitment to life is seen in its willingness to collaborate with others to alleviate the causes of the high infant mortality rate and to provide adequate health care to mothers and their children before and after birth.

The Church has the deepest respect for the family, for the marriage covenant, and for the love that binds a married couple together. This includes respect for the marriage act by which husband and wife express their love and cooperate with God in the creation of a new human being. The Second Vatican Council affirms:

This love is an eminently human one. . . . It involves the good of the whole person. . . . The actions within marriage by which the couple are united intimately and chastely are noble and worthy ones. Expressed in a manner which is truly human, these actions signify and promote that mutual self-giving by which spouses enrich each other with a joyful and a thankful will.<sup>21</sup>

19. It is recommended that a sexually assaulted woman be advised of the ethical restrictions that prevent Catholic hospitals from using abortifacient procedures; cf. Pennsylvania Catholic Conference, "Guidelines for Catholic Hospitals Treating Victims of Sexual Assault," *Origins* 22 (1993): 810.

20. Pope John Paul II, "Address of October 29, 1983, to the 35th General Assembly of the World Medical Association," *Acta Apostolicae Sedis* 76 (1984): 390.

21. Second Vatican Ecumenical Council, "Pastoral Constitution on the Church in the Modern World" (*Gaudium et Spes*) (1965), no. 49.



Marriage and conjugal love are by their nature ordained toward the begetting and educating of children. Children are really the supreme gift of marriage and contribute very substantially to the welfare of their parents. . . . Parents should regard as their proper mission the task of transmitting human life and educating those to whom it has been transmitted. . . . They are thereby cooperators with the love of God the Creator, and are, so to speak, the interpreters of that love.<sup>22</sup>

For legitimate reasons of responsible parenthood, married couples may limit the number of their children by natural means. The Church cannot approve contraceptive interventions that "either in anticipation of the marital act, or in its accomplishment or in the development of its natural consequences, have the purpose, whether as an end or a means, to render procreation impossible."<sup>23</sup> Such interventions violate "the inseparable connection, willed by God . . . between the two meanings of the conjugal act: the unitive and procreative meaning."<sup>24</sup>

With the advance of the biological and medical sciences, society has at its disposal new technologies for responding to the problem of infertility. While we rejoice in the potential for good inherent in many of these technologies, we cannot assume that what is technically possible is always morally right. Reproductive technologies that substitute for the marriage act are not consistent with human dignity. Just as the marriage act is joined naturally to procreation, so procreation is joined naturally to the marriage act. As Pope John XXIII observed:

The transmission of human life is entrusted by nature to a personal and conscious act and as such is subject to all the holy laws of God: the immutable

and inviolable laws which must be recognized and observed. For this reason, one cannot use means and follow methods which could be licit in the transmission of the life of plants and animals.<sup>25</sup>

Because the moral law is rooted in the whole of human nature, human persons, through intelligent reflection on their own spiritual destiny, can discover and cooperate in the plan of the Creator.<sup>26</sup>

### Directives

38. When the marital act of sexual intercourse is not able to attain its procreative purpose, assistance that does not separate the unitive and procreative ends of the act, and does not substitute for the marital act itself, may be used to help married couples conceive.<sup>27</sup>
39. Those techniques of assisted conception that respect the unitive and procreative meanings of sexual intercourse and do not involve the destruction of human embryos, or their deliberate generation in such numbers that it is clearly envisaged that all cannot implant and some are simply being used to maximize the chances of others implanting, may be used as therapies for infertility.
40. Heterologous fertilization (that is, any technique used to achieve conception by the use of gametes coming from at least one donor other than the spouses) is prohibited because it is contrary to the covenant of marriage, the unity of the spouses, and the dignity proper to parents and the child.<sup>28</sup>
41. Homologous artificial fertilization (that is, any technique used to achieve conception using the gametes of the two spouses joined in marriage) is prohibited when it separates procreation from the marital act in

22. *Ibid.*, no. 50.

23. Pope Paul VI, Encyclical Letter, *On the Regulation of Birth (Humanae Vitae)* (Washington, D.C.: United States Catholic Conference, 1968), no. 14.

24. *Ibid.*, no. 12.

25. Pope John XXIII, Encyclical Letter, *Mater et Magistra* (1961), no. 193, quoted in Congregation for the Doctrine of the Faith, *Donum Vitae*, no. 4.

26. Pope John Paul II, Encyclical Letter, *The Splendor of Truth (Veritatis Splendor)* (Washington, D.C.: United States Catholic Conference, 1993), no. 50.

27. "Homologous artificial insemination within marriage cannot be admitted except for those cases in which the technical means is not a substitute for the conjugal act but serves to facilitate and to help so that the act attains its natural purpose" (*Donum Vitae*, Part II, B, no. 6; cf. also Part I, nos. 1, 6).

28. *Ibid.*, Part II, A, no. 2.

- its unitive significance (e.g., any technique used to achieve extra-corporeal conception).<sup>29</sup>
42. Because of the dignity of the child and of marriage, and because of the uniqueness of the mother-child relationship, participation in contracts or arrangements for surrogate motherhood is not permitted. Moreover, the commercialization of such surrogacy denigrates the dignity of women, especially the poor.<sup>30</sup>
  43. A Catholic health care institution that provides treatment for infertility should offer not only technical assistance to infertile couples but also should help couples pursue other solutions (e.g., counseling, adoption).
  44. A Catholic health care institution should provide prenatal, obstetric, and postnatal services for mothers and their children in a manner consonant with its mission.
  45. Abortion (that is, the directly intended termination of pregnancy before viability or the directly intended destruction of a viable fetus) is never permitted. Every procedure whose sole immediate effect is the termination of pregnancy before viability is an abortion, which, in its moral context, includes the interval between conception and implantation of the embryo. Catholic health care institutions are not to provide abortion services, even based upon the principle of material cooperation. In this context, Catholic health care institutions need to be concerned about the danger of scandal in any association with abortion providers.
  46. Catholic health care providers should be ready to offer compassionate physical, psychological, moral, and spiritual care to those persons who have suffered from the trauma of abortion.
  47. Operations, treatments, and medications that have as their direct purpose the cure of a proportionately serious pathological condition of a pregnant woman are permitted when they cannot be safely postponed until the unborn child is viable, even if they will result in the death of the unborn child.
  48. In case of extrauterine pregnancy, no intervention is morally licit which constitutes a direct abortion.<sup>31</sup>
  49. For a proportionate reason, labor may be induced after the fetus is viable.
  50. Prenatal diagnosis is permitted when the procedure does not threaten the life or physical integrity of the unborn child or the mother and does not subject them to disproportionate risks; when the diagnosis can provide information to guide preventative care for the mother or pre- or postnatal care for the child; and when the parents, or at least the mother, give free and informed consent. Prenatal diagnosis is not permitted when undertaken with the intention of aborting an unborn child with a serious defect.<sup>32</sup>
  51. Nontherapeutic experiments on a living embryo or fetus are not permitted, even with the consent of the parents. Therapeutic experiments are permitted for a proportionate reason with the free and informed consent of the parents or, if the father cannot be contacted, at least of the mother. Medical research that will not harm the life or physical integrity of an unborn child is permitted with parental consent.<sup>33</sup>
  52. Catholic health institutions may not promote or condone contraceptive practices but should provide, for married couples and the medical staff who counsel them, instruction both about the Church's teaching on responsible parenthood and in methods of natural family planning.
  53. Direct sterilization of either men or women, whether permanent or temporary, is not permitted in a Catholic health care institution. Procedures that

29. "Artificial insemination as a substitute for the conjugal act is prohibited by reason of the voluntarily achieved dissociation of the two meanings of the conjugal act. Masturbation, through which the sperm is normally obtained, is another sign of this dissociation: even when it is done for the purpose of procreation, the act remains deprived of its unitive meaning: 'It lacks the sexual relationship called for by the moral order, namely, the relationship which realizes "the full sense of mutual self-giving and human procreation in the context of true love"' (Donum Vitae, Part II, B, no. 6).

30. Ibid., Part II, A, no. 3.

31. Cf. directive 45.

32. Donum Vitae, Part I, no. 2.

33. Cf. ibid., no. 4.

induce sterility are permitted when their direct effect is the cure or alleviation of a present and serious pathology and a simpler treatment is not available.<sup>34</sup>

54. Genetic counseling may be provided in order to promote responsible parenthood and to prepare for the proper treatment and care of children with genetic defects, in accordance with Catholic moral teaching and the intrinsic rights and obligations of married couples regarding the transmission of life.

#### PART FIVE

## Issues in Care for the Dying

### Introduction

Christ's redemption and saving grace embrace the whole person, especially in his or her illness, suffering, and death.<sup>35</sup> The Catholic health care ministry faces the reality of death with the confidence of faith. In the face of death—for many, a time when hope seems lost—the Church witnesses to her belief that God has created each person for eternal life.<sup>36</sup>

Above all, as a witness to its faith, a Catholic health care institution will be a community of respect, love, and support to patients or residents and their families as they face the reality of death. What is hardest to face is the process of dying itself, especially the dependency, the helplessness, and the pain that so often accompany terminal illness. One of the primary purposes of medicine in caring for the dying is the relief of pain and the suffering caused by it. Effective management of pain in all its forms is critical in the appropriate care of the dying.

The truth that life is a precious gift from God has profound implications for the question of stewardship over

human life. We are not the owners of our lives and, hence, do not have absolute power over life. We have a duty to preserve our life and to use it for the glory of God, but the duty to preserve life is not absolute, for we may reject life-prolonging procedures that are insufficiently beneficial or excessively burdensome. Suicide and euthanasia are never morally acceptable options.

The task of medicine is to care even when it cannot cure. Physicians and their patients must evaluate the use of the technology at their disposal. Reflection on the innate dignity of human life in all its dimensions and on the purpose of medical care is indispensable for formulating a true moral judgment about the use of technology to maintain life. The use of life-sustaining technology is judged in light of the Christian meaning of life, suffering, and death. Only in this way are two extremes avoided: on the one hand, an insistence on useless or burdensome technology even when a patient may legitimately wish to forgo it and, on the other hand, the withdrawal of technology with the intention of causing death.<sup>37</sup>

Some state Catholic conferences, individual bishops, and the USCCB Committee on Pro-Life Activities (formerly an NCCB committee) have addressed the moral issues concerning medically assisted hydration and nutrition. The bishops are guided by the Church's teaching forbidding euthanasia, which is "an action or an omission which of itself or by intention causes death, in order that all suffering may in this way be eliminated."<sup>38</sup> These statements agree that hydration and nutrition are not morally obligatory either when they bring no comfort to a person who is imminently dying or when they cannot be assimilated by a person's body. The USCCB Committee on Pro-Life Activities' report, in addition, points out the necessary distinctions between questions already resolved by the magisterium and those requiring further reflection, as, for example, the morality of withdrawing medically assisted hydration and nutrition from a person who is in the

34. Cf. Congregation for the Doctrine of the Faith, "Responses on Uterine Isolation and Related Matters," July 31, 1993, *Origins* 24 (1994): 211-212.

35. Pope John Paul II, Apostolic Letter, *On the Christian Meaning of Human Suffering (Salvifici Doloris)* (Washington, D.C.: United States Catholic Conference, 1984), nos. 25-27.

36. National Conference of Catholic Bishops, *Order of Christian Funerals* (Collegeville, Minn.: The Liturgical Press, 1989), no. 1.

37. *Declaration on Euthanasia*.

38. *Ibid.*, Part II, p. 4.

condition that is recognized by physicians as the "persistent vegetative state" (PVS).<sup>39</sup>

#### *Directives*

55. Catholic health care institutions offering care to persons in danger of death from illness, accident, advanced age, or similar condition should provide them with appropriate opportunities to prepare for death. Persons in danger of death should be provided with whatever information is necessary to help them understand their condition and have the opportunity to discuss their condition with their family members and care providers. They should also be offered the appropriate medical information that would make it possible to address the morally legitimate choices available to them. They should be provided the spiritual support as well as the opportunity to receive the sacraments in order to prepare well for death.
56. A person has a moral obligation to use ordinary or proportionate means of preserving his or her life. Proportionate means are those that in the judgment of the patient offer a reasonable hope of benefit and do not entail an excessive burden or impose excessive expense on the family or the community.<sup>40</sup>
57. A person may forgo extraordinary or disproportionate means of preserving life. Disproportionate means are those that in the patient's judgment do not offer a reasonable hope of benefit or entail an excessive burden, or impose excessive expense on the family or the community.<sup>41</sup>
58. There should be a presumption in favor of providing nutrition and hydration to all patients, including patients who require medically assisted nutrition and hydration, as long as this is of sufficient benefit to outweigh the burdens involved to the patient.
59. The free and informed judgment made by a competent adult patient concerning the use or withdrawal of life-sustaining procedures should always be respected and normally complied with, unless it is contrary to Catholic moral teaching.
60. Euthanasia is an action or omission that of itself or by intention causes death in order to alleviate suffering. Catholic health care institutions may never condone or participate in euthanasia or assisted suicide in any way. Dying patients who request euthanasia should receive loving care, psychological and spiritual support, and appropriate remedies for pain and other symptoms so that they can live with dignity until the time of natural death.<sup>42</sup>
61. Patients should be kept as free of pain as possible so that they may die comfortably and with dignity, and in the place where they wish to die. Since a person has the right to prepare for his or her death while fully conscious, he or she should not be deprived of consciousness without a compelling reason. Medicines capable of alleviating or suppressing pain may be given to a dying person, even if this therapy may indirectly shorten the person's life so long as the intent is not to hasten death. Patients experiencing suffering that cannot be alleviated should be helped to appreciate the Christian understanding of redemptive suffering.
62. The determination of death should be made by the physician or competent medical authority in accordance with responsible and commonly accepted scientific criteria.
63. Catholic health care institutions should encourage and provide the means whereby those who wish to do so may arrange for the donation of their organs and bodily tissue, for ethically legitimate purposes, so that they may be used for donation and research after death.
64. Such organs should not be removed until it has been medically determined that the patient has died. In order to prevent any conflict of interest, the physician who determines death should not be a member of the transplant team.

39. Committee for Pro-Life Activities, National Conference of Catholic Bishops, *Nutrition and Hydration: Moral and Pastoral Reflections* (Washington, D.C.: United States Catholic Conference, 1992). On the importance of consulting authoritative teaching in the formation of conscience and in taking moral decisions. see *Veritatis Splendor*, nos. 63-64.

40. *Declaration on Euthanasia*, Part IV.

41. *Ibid.*

42. *Cf. ibid.*



65. The use of tissue or organs from an infant may be permitted after death has been determined and with the informed consent of the parents or guardians.
66. Catholic health care institutions should not make use of human tissue obtained by direct abortions even for research and therapeutic purposes.<sup>43</sup>

#### PART SIX

## Forming New Partnerships with Health Care Organizations and Providers

### Introduction

Until recently, most health care providers enjoyed a degree of independence from one another. In ever-increasing ways, Catholic health care providers have become involved with other health care organizations and providers. For instance, many Catholic health care systems and institutions share in the joint purchase of technology and services with other local facilities or physicians' groups. Another phenomenon is the growing number of Catholic health care systems and institutions joining or co-sponsoring integrated delivery networks or managed care organizations in order to contract with insurers and other health care payers. In some instances, Catholic health care systems sponsor a health care plan or health maintenance organization. In many dioceses, new partnerships will result in a decrease in the number of health care providers, at times leaving the Catholic institution as the sole provider of health care services. At whatever level, new partnerships forge a variety of interwoven relationships: between the various institutional partners, between health care providers and the community, between physicians and health care services, and between health care services and payers.

On the one hand, new partnerships can be viewed as opportunities for Catholic health care institutions and services to witness to their religious and ethical commit-

ments and so influence the healing profession. For example, new partnerships can help to implement the Church's social teaching. New partnerships can be opportunities to realign the local delivery system in order to provide a continuum of health care to the community; they can witness to a responsible stewardship of limited health care resources; and they can be opportunities to provide to poor and vulnerable persons a more equitable access to basic care.

On the other hand, new partnerships can pose serious challenges to the viability of the identity of Catholic health care institutions and services, and their ability to implement these Directives in a consistent way, especially when partnerships are formed with those who do not share Catholic moral principles. The risk of scandal cannot be underestimated when partnerships are not built upon common values and moral principles. Partnership opportunities for some Catholic health care providers may even threaten the continued existence of other Catholic institutions and services, particularly when partnerships are driven by financial considerations alone. Because of the potential dangers involved in the new partnerships that are emerging, an increased collaboration among Catholic-sponsored health care institutions is essential and should be sought before other forms of partnerships.

The significant challenges that new partnerships may pose, however, do not necessarily preclude their possibility on moral grounds. The potential dangers require that new partnerships undergo systematic and objective moral analysis, which takes into account the various factors that often pressure institutions and services into new partnerships that can diminish the autonomy and ministry of the Catholic partner. The following directives are offered to assist institutionally based Catholic health care services in this process of analysis. To this end, the United States Conference of Catholic Bishops has established the Ad Hoc Committee on Health Care Issues and the Church as a resource for bishops and health care leaders.

This new edition of the *Ethical and Religious Directives* omits the appendix concerning cooperation, which was contained in the 1995 edition. Experience has shown that the brief articulation of the principles of coopera-

43. *Donum Vitae*, Part I, no. 4.

tion that was presented there did not sufficiently forestall certain possible misinterpretations and in practice gave rise to problems in concrete applications of the principles. Reliable theological experts should be consulted in interpreting and applying the principles governing cooperation, with the proviso that, as a rule, Catholic partners should avoid entering into partnerships that would involve them in cooperation with the wrongdoing of other providers.

### Directives

67. Decisions that may lead to serious consequences for the identity or reputation of Catholic health care services, or entail the high risk of scandal, should be made in consultation with the diocesan bishop or his health care liaison.
68. Any partnership that will affect the mission or religious and ethical identity of Catholic health care institutional services must respect church teaching and discipline. Diocesan bishops and other church authorities should be involved as such partnerships are developed, and the diocesan bishop should give the appropriate authorization before they are completed. The diocesan bishop's approval is required for partnerships sponsored by institutions subject to his governing authority; for partnerships sponsored by religious institutes of pontifical right, his *nihil obstat* should be obtained.
69. If a Catholic health care organization is considering entering into an arrangement with another organization that may be involved in activities judged morally wrong by the Church, participation in such activities must be limited to what is in accord with the moral principles governing cooperation.

70. Catholic health care organizations are not permitted to engage in immediate material cooperation in actions that are intrinsically immoral, such as abortion, euthanasia, assisted suicide, and direct sterilization.<sup>44</sup>

71. The possibility of scandal must be considered when applying the principles governing cooperation.<sup>45</sup> Cooperation, which in all other respects is morally licit, may need to be refused because of the scandal that might be caused. Scandal can sometimes be avoided by an appropriate explanation of what is in fact being done at the health care facility under Catholic auspices. The diocesan bishop has final responsibility for assessing and addressing issues of scandal, considering not only the circumstances in his local diocese but also the regional and national implications of his decision.<sup>46</sup>

72. The Catholic partner in an arrangement has the responsibility periodically to assess whether the binding agreement is being observed and implemented in a way that is consistent with Catholic teaching.

## Conclusion

Sickness speaks to us of our limitations and human frailty. It can take the form of infirmity resulting from the simple passing of years or injury from the exuberance of youthful energy. It can be temporary or chronic, debilitating, and even terminal. Yet the follower of Jesus faces illness and the consequences of the human condition aware that our Lord always shows compassion toward the infirm.

44. While there are many acts of varying moral gravity that can be identified as intrinsically evil, in the context of contemporary health care the most pressing concerns are currently abortion, euthanasia, assisted suicide, and direct sterilization. See Pope John Paul II's *Ad Limina* Address to the bishops of Texas, Oklahoma, and Arkansas (Region X), in *Origins* 28 (1998): 283. See also "Reply of the Sacred Congregation for the Doctrine of the Faith on Sterilization in Catholic Hospitals" (*Quaecumque Sterilizatio*), March 13, 1975, *Origins* 10 (1976): 33-35: "Any cooperation institutionally approved or tolerated in actions which are in themselves, that is, by their nature and condition, directed to a contraceptive end . . . is absolutely forbidden. For the official approbation of direct sterilization and, a fortiori, its management and execution in accord with hospital regulations, is a matter which, in the objective order, is by its very nature (or intrinsically) evil." This directive supersedes the "Commentary on the Reply of the Sacred Congregation for the Doctrine of the Faith on Sterilization in Catholic Hospitals" published by the National Conference of Catholic Bishops on September 15, 1977 in *Origins* 11 (1977): 399-400.
45. See *Catechism of the Catholic Church*: "Scandal is an attitude or behavior which leads another to do evil" (no. 2284); "Anyone who uses the power at his disposal in such a way that it leads others to do wrong becomes guilty of scandal and responsible for the evil that he has directly or indirectly encouraged" (no. 2287).
46. See "The Pastoral Role of the Diocesan Bishop in Catholic Health Care Ministry," *Origins* 26 (1997): 703.

Jesus not only taught his disciples to be compassionate, but he also told them who should be the special object of their compassion. The parable of the feast with its humble guests was preceded by the instruction: "When you hold a banquet, invite the poor, the crippled, the lame, the blind" (Lk 14:13). These were people whom Jesus healed and loved.

Catholic health care is a response to the challenge of Jesus to go and do likewise. Catholic health care services rejoice in the challenge to be Christ's healing compassion in the world and see their ministry not only as an effort to restore and preserve health but also as a spiritual service and a sign of that final healing that will one day bring about the new creation that is the ultimate fruit of Jesus' ministry and God's love for us.

*Index*

- Abortion 10, 12, 15, 16
- Abuse, physical 10
- Advance medical directive 9
- Artificial insemination, 11, 12
  - assistance to marital act 11
  - by donor 11-12
  - by husband 11-12
- Bishop, role of 4, 8, 10, 16
- Common good 4, 5, 6
- Confidentiality 8, 10
- Consent 9, 12, 15
- Contraception 11, 12
- Cooperation, principles governing 12, 15-16
- Death,
  - Christian meaning of 3, 13
  - danger of 7, 8, 14
  - determination of 14, 15
- Dignity, respect for human 2, 4-5, 6, 8, 9, 10, 11, 12, 13, 14
- Embryo(s),
  - destruction of human 11
  - experimentation on human 12
  - multiplication of human 11
- Employment 5, 6
- Ethics committees 10
- Euthanasia 13-14, 16
- Experimentation, 9
  - on living human embryos and fetuses 12
  - on noncompetents 9
  - therapeutic and nontherapeutic 9, 12
- Extrauterine pregnancy 12
- Genetic counseling 13
- Identity, Catholic 2, 4, 8
- Infertility 11, 12
- Integrity,
  - biological 9
  - bodily 9
  - functional 9
  - physical 12
  - principle of 9
- Labor, induced 12
- Laity, role of 1, 3-4, 7
- Magisterium 4, 13-14
- Marriage, Christian vision of 11
- Masturbation 12
- Natural family planning 11, 12
- Non-Catholics,
  - administration of sacraments to 8
  - appointment of 3-4, 8
  - provision of pastoral care to 7
- Nutrition and hydration, medically assisted 13-14
- Organ donation 9, 14, 15
- Pain management 13, 14
- Partnerships 15-16
- Pastoral care, 6-7, 8
  - director of 7, 8
- Poor, care for the 5, 12, 15, 17
- Prenatal diagnosis 12
- Priests,
  - appointment of 8
  - role of 7, 8
- Proportionate/disproportionate means 9, 12, 14
- Rape 10
- Religious, role of 1, 3, 7
- Reproductive technology 11
- Research, medical 2, 5, 12, 14
- Responsible parenthood 11, 12
- Right(s), 4-5
  - of conscience 5
  - of married couples 13
  - to health care 4-5
  - to life 4-5
  - to make an advance directive 9
  - to organize and bargain collectively 6
  - to prepare for death 14
  - to preserve bodily and functional integrity 9



**Sacraments,**

- administration of 6-7, 8
- Anointing of the Sick 7, 8
- Baptism 3-4, 7
- Confirmation 7
- Eucharist (and Viaticum) 7, 8
- Penance 7, 8
- record of 7
- to non-Catholics 8
- Scandal 12, 16
- Sponsors 2, 3, 6, 15, 16
- Sterilization 12-13, 16

- Stewardship 4, 5-6, 13, 15
- Suffering, Christian meaning of 3, 13, 14
- Suicide, 13
  - physician-assisted 14
- Surrogacy,
  - in decision making 9
  - in motherhood 12
- Tissue, use of human 14, 15
- Withdrawal of life-sustaining procedures 13-14



Publication No. 2-423  
United States Conference  
of Catholic Bishops  
Washington, D.C.  
1984

**Also Available**

**Called to Compassion and Responsibility**

Statement of the U.S. bishops that fosters an understanding of the ethical and spiritual dimensions of the HIV/AIDS crisis.

No. 327-2, 40 pp.

**Health and Health Care**

The U.S. bishops call for both prudence and boldness in meeting today's health care challenges.

No. 830-4, 20 pp.

**Declaration on Euthanasia**

The Congregation for the Doctrine of the Faith solemnly reaffirms the lofty dignity of the human person, and in a special way his or her right to life.

No. 704-9, 12 pp.

**Nutrition and Hydration:**

**Moral and Pastoral Reflections**

The U.S. bishops set forth moral principles on protection of human life and respond to a number of frequently asked questions.

No. 516-X, 16 pp.

*This publication is also available in a pocket-sized format, no. 5-452. To order these resources or to obtain a catalog of other USCCB titles, call toll-free 800-235-8722. In the Washington metropolitan area or from outside the United States, call 202-722-8716. Visit the U.S. bishops' Internet site located at [www.usccb.org](http://www.usccb.org).*



Publication No. 5-454  
United States Conference  
of Catholic Bishops  
Washington, D.C.  
ISBN 1-57455-454-9

ISBN 1-57455-454-9



9 781574 554540

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-c

Date: March 15, 2005

Subject: Security Rule Amendment to Business Associate Agreement

Background: Presented for the Board's review and consideration is an amendment to the current Business Associate agreement between Riverside Community Hospital and Riverside Community College District. The Security Rule Amendment covers the rules regarding utilizing and disclosing ePHI (electronic protected health information). The amendment will be effective for the term of the current Business Associate agreement which began on September 17, 2003 and continues through September 16, 2005. Funding Source: No cost to the District.

This Security Rule Amendment to the current Business Associate Agreement was reviewed by Ed Godwin, Director, Administrative Services, Sylvia Thomas, Associate Vice President, Instruction, and Ron Vito, Dean, Occupational Education.

Recommended Action: It is recommended that the Board of Trustees approve the Security Rule Amendment to the current Business Associate Agreement with Riverside Community Hospital for the term of the current agreement which will end on September 16, 2005 and authorize the Vice Chancellor, Administration and Finance to sign the agreement. There is no cost to the District

Salvatore G. Rotella  
Chancellor

Prepared by: Sandra Baker  
Interim Dean/Director, Nursing Education

## SECURITY RULE AMENDMENT TO BUSINESS ASSOCIATE AGREEMENT

This Amendment to Business Associate Agreement (the "Amendment"), is entered into as of the 1<sup>st</sup> day of February, 2005, by and between **Riverside Community College** Business Associate") and **Riverside Healthcare System, L.P. dba Riverside Community Hospital** ("Facility") (each a "Party" and collectively the "Parties").

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the security of electronic protected health information ("EPHI") obtained, created or maintained by covered entities, including health care providers such as Facility (the "HIPAA Security Rule"); and

WHEREAS, Facility and Business Associate are parties to a Business Associate Agreement (the "Agreement") and the HIPAA Security Rule requires that Facility enter into this Amendment with Business Associate in order to protect the security of EPHI; and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives access, create, obtain or maintain EPHI in carrying out their obligations to Facility; and

WHEREAS, the Parties desire to enter into this Amendment to protect the security of EPHI and to amend any agreements between them with the execution of this Amendment;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Business Associate Covenants.

1.1 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of the Facility; and

1.2 Business Associate shall promptly report to Facility any "security incident" of which it becomes aware, as such term is defined in the HIPAA Security Rule. At the request of Facility, Business Associate shall identify: the date of the security incident, the scope of the security incident, the Business Associate's response to the security incident and the identification of the party responsible for causing the security incident, if known.

1.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees in writing to implement reasonable and appropriate safeguards to protect EPHI.

2. Ratification of Agreement. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect as written, and are hereby ratified and confirmed by Facility and Business Associate.

3. Effective Date. The provisions of this Amendment shall become effective April 20, 2005 (the "Effective Date").

4. Miscellaneous. The Agreement and the Amendment represent the entire agreement of the parties with respect to the subject matter hereof. This Amendment is binding on and shall insure to the benefit of Facility and Business Associate and their respective legal representatives, successors and permitted assigns. Neither this Amendment nor the Agreement may be amended, except by a written agreement signed by both parties.

Intending to be legally bound, the parties hereto have duly executed this Amendment as of date first written above.

**Facility**

Signed: \_\_\_\_\_  
Print Name: Daniel Perritt  
Title: VP Finance/CFO  
\_\_\_\_\_  
Signed: \_\_\_\_\_  
Print Name: Janeille Kilgore  
Title: Facility Privacy Official  
Date: 1-17-05

**Business Associate**

Signed: \_\_\_\_\_  
Print Name: Dr. James Buysse  
Title: Vice Chancellor,  
Administration and Finance  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



January 14, 2005

Donna Schutte, RN, DNSC Dean, Director  
Riverside Community College  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

Dear Business Associate:

On April 14, 2005, the Security Rule requirements of HIPAA (Health Insurance Portability and Accountability Act of 1996) will become effective.

The Rule requires Covered Entities obtain written agreements, Business Associate Agreements, which cover electronic protected health information (ePHI).

We understand you have previously signed a Business Associate Agreement. This agreement meets the intent of the Privacy Rule, which is already in effect. This existing agreement is not subject to renegotiation.

The attached amendment covers the intent of the Security Rule requirement and will ensure compliance between you, our Business Associate, so we may continue to utilize your services by using and disclosing ePHI. Please sign and return one copy of the attached amendment by **2/15/05** and feel free to contact us with questions at **(951) 788-3526**.

Sincerely,

Janeille Kilgore, RHIA, B.S., B.A.  
Facility Privacy Official  
Director of HIPAA Services

Enclosure

L:BAAamencvrltr.doc

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-5

Date: March 15, 2005

Subject: Affiliation Agreement for Clinical Training with D.V. Urgent Care

Background: Presented for the Board's consideration and review is an Affiliation Agreement for Clinical Training between Riverside Community College District and D.V. Urgent Care. This agreement provides a venue for training physician assistant students in the practice of emergency medicine. This agreement imposes no additional cost to the district. This is the best contract that can be negotiated; the terms and conditions of the contract are customary for this activity.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve the Affiliation Agreement for Clinical Training between Riverside Community College District and D.V. Urgent Care for the period of one year beginning March 16, 2005, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Lisa Conyers, Dean of Instruction  
Moreno Valley Campus

**RIVERSIDE COMMUNITY COLLEGE**  
**AFFILIATION AGREEMENT FOR CLINICAL TRAINING**

This AGREEMENT for Physician Assistant clinical training (“Agreement”) dated as of March 16, 2005 , entered into by and among the Riverside Community College District (RCCD) and D. V. Urgent Care (“Facility”), located at 7777 Milliken Avenue in Rancho Cucamonga, California.

WHEREAS, Riverside Community College District has established curriculum for students in Physician 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 Hospitals, Clinics and Medical 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 physician assistant clinical training at the Facility. RCCD and the Facility may make arrangements for physician assistant clinical training on the terms and conditions set forth herein.

**II. OBLIGATIONS OF RCCD**

**RCCD SHALL:**

- A. Develop the curriculum for the Physician 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.
- F. Shall instruct its physician assistant students, employees and instructors to maintain the confidentiality of any and all patient and other proprietary information received in the course of the clinical training. Students and instructors are not to discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise without patient informed consent. Nothing in this paragraph will prevent students, employees or instructors from providing necessary information to the Risk Management Department. The Risk Management Department will maintain the confidentiality of this information.
- G. 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.
- H. Require RCCD administrators and instructors to attend any orientation program presented for them by the Facility.
- I. Provide RCCD students with orientation information about the Facility in accord with any orientation presented by the Facility to RCCD instructors.
- J. 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 and the Joint Commission on Accreditation of Healthcare Organizations.
- C. Provide, when possible, a reasonable amount of storage space for RCCD instructional materials and reasonable classroom or conference room space at the Facility for use in the RCCD Program.
- D. 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.
- E. 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.
- F. Have the right to demand that RCCD withdraw from the Facility any student, instructor or employee 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, instructor or employee be withdrawn. RCCD shall comply with such a demand that the student, instructor or employee 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, instructor or employee, 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, instructor or employee.
- G. 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, instructor and employee.
- H. Arrange an orientation to the Facility for the RCCD administrators and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.

- J. Not decrease their customary number of staff as a result of the assignment of RCCD students to the Facility.
- K. Supervise all students in their clinical training at the Facility and provide the necessary instructors for the clinical training.
- L. Maintain and submit to the RCCD, all attendance and student performance evaluations of students participating in the clinical training.
- M. 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, (1) comprehensive general liability insurance to cover each party's employees and instructors 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 and (2) professional liability insurance for such employees and instructors 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. The insurance requirements specified in this Section IV.A. may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to the other parties.
- B. The RCCD shall ensure that each student maintains in full force and effect, and written by outside carriers acceptable to the Facility, professional liability insurance to cover RCCD students 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. RCCD shall ensure that the Facility receive thirty (30) days written notice prior to the effective date of any material change to or cancellation of such professional liability policy.
- C. Each party shall extend its usual workers' compensation insurance to cover all employees 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 certification requirement. Therefore, RCCD students are not to be considered employees of either the RCCD or the Facility for purposes of workers' compensation, employee benefit programs or any other purpose.
- D. 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.

- E. 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 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 of RCCD students in the conduct of patient care.
- C. Facility shall indemnify and hold harmless, defend RCCD and its Trustees, officers, partners, 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 of the Facility, their officer, partners, employees or agents, arising out of in any way connected with the performance of their obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the Facility includes and applies without limitation to injury or damage to RCCD, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

- 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 as federal government contractors are 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 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:**

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, their employees, students, partners, or agents, but rather in an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Facility shall not be responsible to the RCCD, RCCD students, employees, instructors or agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by RCCD, RCCD students, employees, instructors or agents under this Agreement. It is expressly understood that RCCD will be responsible for all legally required tax withholding for itself and its students, employees, instructors and agents as may be applicable. RCCD warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of RCCD students, employees, instructors and agents who are providing services hereunder are employees of the Facility for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. RCCD will notify the Facility of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between RCCD and those individuals providing services under this Agreement. Neither RCCD nor any of its students, instructors, employees or agents shall receive any compensation from the Facility.

## **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, 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. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program until the student has completed the program for then current academic session.

**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**

**DV Urgent Care**

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

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

Printed: James Buysse

Printed: Dan Vasile, M.D.

Vice Chancellor

Title: Administration and Finance

Title: Medical Director

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

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-6

Date: March 15, 2005

Subject: Agreement with National Aeronautics Space Administration (NASA)

Background: Attached for the Board's review and consideration is an agreement with NASA for Dr. Mark E. Lehr to develop an Artificial Neural Network to be utilized in the Component Test Laboratory at the NASA White Sands Test Facility. The term of the agreement is March 16, 2005 through October 31, 2005. NASA has agreed to pay the District \$33,000 for these services. Funding Source: No cost to the district. The agreement has been reviewed by Ed Godwin, Risk Management and Sylvia Thomas, Associate Vice President of Instruction.

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and NASA for Dr. Mark E. Lehr to develop an Artificial Neural Network to be utilized in the Component Test Laboratory at the NASA White Sands Test Facility and authorize the Vice Chancellor, Administration and Finance to sign the agreement. The term of the agreement is March 16, 2005 through October 31, 2005. RCCD will receive \$33,000 for these services.

Salvatore G. Rotella  
Chancellor

Prepared By: Mark Lehr  
Assistant Professor, CIS

Independent Contractor Agreement  
Between NASA  
And Riverside Community College District

This Agreement is entered into this March 16, 2005, between NASA, whose NASA-JSC White Sands Test Facility address is P.O. Box 20, Las Cruces, NM 88004, hereinafter referred to as the "Client," and Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, CA, 92506, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning March 16, 2005, and will continue in effect until October 30, 2005.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of NASA. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."

- 4.03 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Client 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 Client 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 Client, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.

#### ARTICLE V. OBLIGATIONS OF CLIENT

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

ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 30 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of NASA.

Riverside Community College Contacts

Dr. Mark E. Lehr  
Assistant Professor – CIS  
Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506  
Phone: 951-222-8260  
Email: mark.lehr@rcc.edu

Richard Keeler  
Director, Grant and Contract Services  
Riverside Community College  
4800 Magnolia Avenue  
Riverside, California 92506  
Phone: 951-222-8211  
Email: Richard.Keeler@rcc.edu

White Sands Test Facility Contacts

Regor Saulsberry  
Project Manager/Operations Director  
NASA-JSC White Sands Test Facility  
P O Box 20  
Las Cruces, NM 88004  
Office (505) 524-5518, or (505) 527-8989  
NASA Cell (505) 635-7970  
Pager # 5518  
Secretary (505) 524-5723  
FAX (505) 524-5260  
Email: REGOR.L.SAULSBERRY@nasa.gov

Michal K. Malik  
Contract Specialist  
NASA JSC WSTF  
Phone: 505.524.5220  
Fax: 505.524.5130  
michal.k.malik@wstf.nasa.gov

Riverside Community College District

NASA

---

James L. Buysse  
Vice Chancellor, Administration and Finance

---

Date

---

Date

EXHIBIT A

Independent Contractor Agreement  
Between NASA  
And Riverside Community College District

Statement of Work

Development of an Artificial Neural Network (ANN) to be utilized in the Component Test Laboratory (CTF) at the NASA White Sands Test Facility (WSTF)

This exhibit outlines the deliverables that Riverside Community College District (RCCD) will produce for NASA related to the development, delivery and testing of computer hardware and software associated with this project. The principal investigator at RCCD, Dr. Mark E. Lehr, will be responsible for interfacing with NASA during the performance of this project.

Major Deliverables

- 1) Interim Loan of complete computer systems  
RCCD to receive 4 complete computer systems from NASA/WSTF. MATLAB Neural Net software is to be installed on 1 of the 4 computer systems. Work on this project will begin upon receipt of these computer systems.
- 2) 1 Interim Progress Report from RCCD due April 15th, 2005  
This report is to detail the ANN modifications from the Summer 2004 CTF single trace project by utilizing 3 additional data trace elements.
- 3) Travel, Setup and Testing of 1 computer system in the CTF during the 3rd Quarter (May or June 2005).  
WSTF will prepare for preliminary test and RCCD to supply the ANN software for the purpose of this test.
- 4) 1 Interim Progress Report from RCCD due July 15th, 2005  
This report will outline the studies performed to characterize the functionality of ANN in a Laboratory environment.
- 5) Travel, Delivery and Testing of 3 computer systems for the CTF during the 4th Quarter (September 2005)
  - a) 3 Complete computer systems delivered with DAQ cards, and Artificial Neural Net (ANN) software incorporated into a graphical user interface. 1 Computer System with MATLAB/NN to remain at RCCD for maintenance associated with testing and modification purposes.

- b) Presentation and training of lab personnel in the utilization of the equipment during delivery to the CTF Lab. Full software documentation will accompany the hardware and will be covered during the training presentation.
- 6) 1 Final Report from RCCD due October 15th, 2005  
This report will include the data analysis taken during CTF testing.

The ANN software will incorporate the 4 data inputs (valve current, pressure, accelerometer, and Hall-Effect sensor) associated with testing the RCS thrusters in the CTF. The software will utilize an easy to use Graphical User Interface (GUI) format which displays the 4 above data traces, pilot opening times, main valve opening times including valve categorization.

EXHIBIT B

Independent Contractor Agreement  
Between NASA  
And Riverside Community College District

COMPENSATION

The total amount of funds to be dispersed is \$33,000 to be billed quarterly during each reporting phase of this project with the delivery of interim reports and equipment. In addition to the funds discussed above, NASA will provide 4 computers as well as MATLAB Neural Network software to be utilized in the development and testing of this software. Sufficient support will be given to confirm the required data sets, as well as hardware and software interfacing to be done in the CTF. The performance period may be extended via an amendment to this Agreement, and if so, will include additional monies to fund performance during the extension.

NASA funds will be approximately allocated in the following way, however, modifications deemed necessary and appropriate by the Contractor, will be allowed

Personnel Costs:

- \$ 11,000 Principal Investigators time including benefits during Summer 2005 (equivalent to 20% release time)
- \$ 13,000 3 or more students @ approximately 20 hours per week - \$10/hour including benefits

Travel:

- \$ 4,056 Principle investigator and students working on project for a week at WSTF to occur during the end of each performance phase

Hardware:

- \$ 0 4 Complete computer systems to be delivered to RCCD by NASA. 1 system is to be configured with MATLAB Neural Network Software prior to delivery
- \$ 2,500 National Instrumentation D/A cards with appropriate cabling. Up to 4 cards with 16 analog inputs and up to 4 analog outputs.



Software:

\$ 0 Matlab NN software to be supplied with 1 of the 4 systems above.

Indirect @ 8%:

\$ 2,444

Grand Total:

\$33,000

The approximate spread by Phase comes to

Phase 1 (Quarters 2 and 3) - \$ 16,500

Phase 2 (Quarter 4) - \$ 16,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-1

Date: March 15, 2005

Subject: Agreement – Michael G. Dolence and Associates

Background: The Office of Institutional Effectiveness is requesting renewal of the agreement with Michael G. Dolence and Associates (MGDA). MGDA will assist the District throughout its strategic planning process. Specific roles and associates will be identified as MGDA meets with the District Strategic Planning Executive Committee and the appropriate range of services is identified. The term of the attached agreement will be from March 16, 2005, through March 15, 2006, at the rate of \$2,500.00 per day, including reimbursement of usual and reasonable travel expenses associated with performance under this agreement. Funding source: general fund.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such he is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Ray Maghroori, Vice Chancellor, Academic Affairs, and Ed Godwin, Director, Administrative Services.

Recommended Action: It is recommended that the Board of Trustees approve the Agreement with Michael G. Dolence and Associates to assist the District throughout its strategic planning process, for the period of March 16, 2005, through March 15, 2006, at the rate of \$2,500.00 per day, and authorize the Vice Chancellor, Administration and Finance, to sign the Agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Susan R. Mills  
Associate Vice President  
Institutional Effectiveness

INDEPENDENT CONSULTANT AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
MICHAEL G. DOLENCE AND ASSOCIATES

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, (hereinafter referred to as "Client") and MICHAEL G. DOLENCE AND ASSOCIATES, whose address is 848 Decatur Circle, Claremont, California, 91711 (hereinafter referred to as the "MGDA").

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective (March 16, 2005), and will continue in effect until (March 15, 2006).

ARTICLE II. SERVICES TO BE PERFORMED BY MGDA

2.01 MGDA 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 Compensation. In consideration for the services to be performed by MGDA, Client shall pay MGDA for services rendered by Michael G. Dolence and/or his Associates at the rate of \$2,500 per day. Client shall also pay for the usual and reasonable travel expenses associated with performance under this agreement, including airfare, hotel accommodations and mileage. Half-day rates will apply for services performed in four hours or less.

3.02 Invoices. MGDA shall invoice Client on the first day of each month for any and all services provided to the Client for the previous month.

3.03 Payment Terms. Payment terms are net cash due and payable upon receipt of any invoice issued by MGDA under this Agreement. Interest shall accrue on any amounts due and unpaid more than thirty (30) days after the invoice is received at a rate equal to the lesser of 1-1/2% per month, or the highest rate permitted by law. In the event that Client questions the amounts charged on any invoice, it must communicate those questions to MGDA within five (5) business days of RCCD's receipt of such invoice.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

4.01 Minimum Amount of Service. MGDA agrees to devote its best efforts to perform the services outlined in "Exhibit A" on behalf of Riverside Community College District.

MGDA may represent, perform services for, and be employed by such additional clients, persons, or companies as MGDA, in MGDA's sole discretion, sees fit.

- 4.02 Time for Performance of Services. MGDA shall meet with the Client and complete deliverables as outlined in "Exhibit A."
- 4.03 Workers' Compensation. MGDA agrees to provide workers' compensation insurance and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 Limited Liability. MGDA will not be liable to Client, or to anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of services under the terms of this Agreement unless such acts or omissions are due to willful misconduct or negligence by MGDA. Client and MGDA mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims judgments, attorney's fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement, unless the other party is judged by a court of competent jurisdiction to be guilty of willful misconduct or negligence. As a condition precedent for this indemnification and agreement to hold harmless, the parties shall cooperate in good faith in the preparation and presentation of a defense to any legal action brought against either or both of them arising out of the performance of this Agreement.
- 4.05 Assignment. Neither this Agreement nor any rights, duties or obligations under this Agreement may be assigned or delegated by either party to another party without the prior written consent of the affected party.
- 4.06 Treatment of Client Information. MGDA shall regard all Client data and information used in the work performed under this agreement as confidential, unless Client agrees to its release or it is otherwise in the public domain.

#### ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of MGDA and provide access to all documents reasonably necessary to the performance of MGDA's duties under this Agreement.
- 5.02 Use of Project Deliverables. Client may use the deliverables from this work (reports and software) at any or all of its sites, but may not resell, gift, or otherwise use these deliverables for purposes apart from the Client's direct work.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time upon 15 days written notice to the other.

ARTICLE VII. GENERAL PROVISIONS

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by MGDA for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

---

---

RIVERSIDE COMMUNITY COLLEGE DISTRICT

CONSULTANT

---

James L. Buysse  
Vice Chancellor, Administration and Finance

---

Michael G. Dolence  
Michael G. Dolence and Associates

---

Date

---

Date

## "EXHIBIT A"

### Riverside Community College District Independent MGDA Agreement

#### SCOPE OF SERVICES

MGDA provides expert services leading to effective strategic planning, including enrollment management, technology planning, and curriculum design, development, and deployment. These services will be engaged to facilitate Riverside Community College's transition to a three college district. Specific services may include but are not limited to:

Training RCCD employees in methodologies such as:

- Curriculum Centered Strategic Planning
- Learner Centered Curriculum
- Strategic Enrollment Management
- Optimizing Technology in RCC Planning and Administration.

Working with RCCD employees to devise strategies, goals and objectives to effectively

- Develop and implement a RCCD Curriculum Centered Strategic Planning Model
- Design, Develop and Deploy A Learner Centered Curriculum Architecture
- Develop and Implement a Comprehensive Strategic Enrollment Management Approach
- Design, Develop, and Enact Initiatives that Optimize Technology in RCC Planning and Administration

Utilizing MGDA Associates to train, design, develop, and deploy

- Curriculum Centered Strategic Planning
- Learner Centered Curriculum
- Strategic Enrollment Management
- Optimizing Technology in RCC Planning and Administration

In consultation with the RCCD Strategic Planning Executive Committee, MGDA agrees to identify and perform the appropriate range of services required to facilitate, navigate, and coach the committee through the development and implementation of a strategic planning process modeled on MGDA's Curriculum Centered Strategic Planning Process Model.

As part of this agreement, MGDA provides access to, use of, and technical support for implementation of ePlanedu, a web-based planning tool, at no additional charge to RCCD. MGDA has suspended its standard license fee for RCCD's first four years of implementation, March 2002 through February 2006, unless the relationship with MGDA is terminated. The standard license fee for ePlanedu is \$15,000, plus an initial set-up and training fee of \$5,000.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-2

Date: March 15, 2005

Subject: Moreno Valley Phase III – Project Proposal

Background: As part of the District's expansion plan, the Moreno Valley Phase III Project was submitted as a component of the District's Five-Year Capital Construction Plan to the State Chancellor's Office. Staff is now seeking approval of an estimated budget in the amount of \$10,626,851 (please also see attached). We are also seeking approval to hire John R. Byerly to do the soils investigation at a cost of \$8,000, with the cost falling within the "Preliminary Plans/Working Drawings" category in the attached budget. It is anticipated at this time that this project will be financed from both State Capital Outlay funds (\$9,823,485) and Measure "C" funds (\$803,366).

Recommended Action: It is recommended that the Board of Trustees approve proceeding with the Moreno Valley Phase III Project, the associated estimated budget in the amount of \$10,626,851 and the hiring of John R. Byerly for soils investigation at a cost of \$8,000.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities

**MORENO VALLEY PHASE III**  
**- PROJECT BUDGET -**

**Preliminary Plans/Working Drawings (Measure "C")**

Inclusive of project management, Information  
Technology Consultants, DSA plan check fees,  
Community College plan check fees, preliminary  
soils testing and CEQA process \$803,366

**Construction (State)**

Inclusive of site development, utilities and  
new construction \$8,265,192

**Construction Soft Cost (State)**

Test and inspection, construction management,  
contingency and architectural and engineering oversight \$1,021,459

**Group II Equipment (State)**

None \$536,834

***TOTAL PROJECT COST*** **\$10,626,851**



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-3

Date: March 15, 2005

Subject: Approve Change in Project Scope and Estimated Budget, Amend Agreement to Hire GKK Corporation to Prepare the Final Project Proposal (FPP) Submittal and Authorize Soils Investigation for Nursing/Science, Riverside City Campus

Background: On December 14, 2004, the Board of Trustees awarded a contract to GKK Corporation to prepare the Final Project Proposal (FPP) for Nursing/Science. The agreement provided for the preparation of conceptual drawings for an estimated 37,000 ASF building. It has subsequently been determined that there should be an increased effort to meet demand for Nursing/Science and that to do so, an 80,000 ASF facility will be required. This facility would be located on the site of the O.W. Nobel Administration Building, with Student Services subsequently moving into upgraded and modernized space where the Sciences are now located.

To incorporate this revision in the Final Project Proposal for Nursing/Science, staff is recommending that the contract with GKK Corporation be amended. This amendment would increase the cost for this effort by \$41,800, for a new contract total of \$74,800.

Additionally, staff is proposing that an estimated budget in the amount of \$34,969,029 be established for this project as reflected in the attachment. It is anticipated at this time that the State will fund 90% of this cost with the remainder coming from Measure C funds. Staff is also seeking approval to hire John R. Byerly to do the required soil analysis for this project at a cost of \$10,600. This expenditure would fall under the caption "Preliminary Plans/Working Drawings" in the attached budget.

Recommended Action: It is recommended that the Board of Trustees approve the change in scope of the Nursing/Science facility from 37,000 ASF to 80,000 ASF, the estimated budget therefor in the amount of \$34,969,029, as noted above, the amendment to the agreement hiring GKK Corporation to develop an FPP increasing the cost thereof to an amount not to exceed \$74,800.00, and the hiring of John R. Byerly to conduct soil samples at a cost of \$10,600, and authorize the Vice Chancellor, Administration and Finance to sign the GKK Corporation amendment.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities

**RIVERSIDE CITY CAMPUS  
NURSING/SCIENCES CENTER  
- PROJECT BUDGET -**

**Preliminary Plans/Working Drawings (Measure "C")**

Inclusive of project management, Information  
Technology Consultants, DSA plan check fees,  
Community College plan check fees, preliminary  
soils testing and CEQA process \$2,557,734

**Construction (State)**

Inclusive of site development, utilities and  
new construction \$27,342,692

**Construction Soft Cost (State)**

Test and inspection, construction management,  
contingency and architectural and engineering oversight \$2,757,899

**Group II Equipment (State)**

None \$2,310,705

***TOTAL PROJECT COST*** **\$34,969,029**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-4

Date: March 15, 2005

Subject: Resolution No. 23-04/05 of the Board of Trustees of Riverside Community College District and Letter of Intent Regarding the Creation of the “Riverside School for Performing and Media Arts” Education Center (Sacramento Project Name Only)

Background: The California Postsecondary Education Commission (CPEC) and the State Chancellor’s office have requested a formal resolution of the Board of Trustees to direct staff to pursue the School for Performing and Media Arts Center, known to us as Riverside School for the Arts. This step is a part of the process to obtain Center Status for this project. The proposed resolution and an associated “Letter of Intent” are attached for the Board’s review and consideration.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 23-04/05 to create the “Riverside School for Performing and Media Arts” Education Center and the associated Letter of Intent and authorize their submittal to CPEC and the State Chancellor’s Office.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 23-04/05

Resolution of the Board of Trustees of the Riverside Community College District  
To Create the Riverside School for Performing and Media Arts Education Center

WHEREAS, the population in western Riverside County has grown dramatically during the past several years, as has the number of students served by the campuses in the Riverside Community College District, and such growth will continue for the foreseeable future, and

WHEREAS, the District's proximity to the arts and entertainment industries in Los Angeles is and will continue to be an important consideration in terms of programmatic growth and evolution, and

WHEREAS, during the past ten years, the Riverside City Campus has reached a critical mass of students, faculty and staff, as well as land-locked facilities infrastructure, and

WHEREAS, existing District facilities do not meet the needs of an interdisciplinary, project-based instructional approach, as they are configured for specific uses and also do not provide the benefits of a physical presence in the downtown Riverside diverse cultural community which would offer interaction with established artists, performers and professionals, and

WHEREAS, such service can best be rendered by an off-site Education Center working in concert with the Riverside City Campus to supply sufficient space to accommodate the growth of the existing District instructional programs and expanding programs.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED that the Board of Trustees of the Riverside Community College District approve submittal of the Letter of Intent for the creation of the Riverside School for Media and Performing Arts Education Center.

ADOPTED this 15th day of March, 2005.

---

---

---

---

---

# RIVERSIDE COMMUNITY COLLEGE DISTRICT

Moreno Valley Campus • Norco Campus • Riverside City College

February 14, 2005

Office of the Chancellor

Mr. Fred Harris, Assistant to Vice Chancellor  
College Finance and Facilities Planning Division  
California Community Colleges, Chancellor's Office  
1102 Q Street  
Sacramento, CA 95814-6511

Dear Mr. Harris:

This is Riverside CCD's preliminary notice that planning is underway for a state-approved Center. The Center, to be named the Riverside School for the Arts (RSA)\*, is to be located near the intersection of University Avenue and Market Street on land currently owned by the City and private parties. The properties involved will be acquired by the District at no cost to the State.

The RSA will be similar to Santa Monica's Academy of Entertainment and Technology, which was approved as a center by the Commission in 1993 in that (1) it would be near a main campus that was already at capacity, (2) it would have a singular instructional thrust, and (3) it would be related to the field of entertainment.

The facilities that are planned in Riverside will include approximately 60,000 ASF, and the projected cost is approximately \$35,000,000. It is intended that the facility be occupied in 2008 with an enrollment that will exceed 500 FTES – and with enrollment nearly doubling within five years of that date. All of the media and performing arts instructional programs now scattered about the main campus will be consolidated at the RSA, thereby opening space for the continuing growth in enrollment anticipated at Riverside City College.

Enclosed is the required Board Resolution authorizing the creation of the RSA and a map showing its specific location. A copy of Riverside CCD's most recent five-year construction plan that makes reference to the RSA is already on file in your office.

As you may already know, we have asked Allan Petersen to assist us with development of the applications to follow. We ask that he be considered as an extension of our staff as he interacts with your facilities group.

Sincerely,



Salvatore G. Rotella  
Chancellor

Enclosures (2)

cc: Dr. Jim Buysse, Dr. Ray Maghroori, Aan Tan, Dr. Mark Drummond, Allan Petersen, Murray Haberman

\*Formerly referred to as Riverside School for Performing and Media Arts (RSPMA) in an earlier proposal.



4800 Magnolia Avenue, Riverside, CA 92506-1299 • (951) 222-8800 • FAX (951) 222-8035

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-5

Date: March 15, 2005

Subject: Bridge Project (11 District Portables) – Project Proposal

Background: To accommodate growth within the District, the staff is proposing that the District adopt the concept of “bridge space.” Unlike swing space, whereby alternative space is provided while an existing structure is being renovated, bridge space would be used to accommodate growth-related space requirements until such time as new space comes online.

Accordingly, staff is requesting approval at this time of the Bridge Project. This project would involve the purchase of eleven District portable structures, three each at Moreno Valley, Norco and Riverside and two at our Market Street/University Avenue location. We are also seeking approval for a budget in the amount of \$1,162,367 (please refer to attached budget) and the use of Measure C funds for this project. It should also be noted here, that we are exploring other alternatives for the Market Street/University Avenue location, but staff believed it prudent to add this location to the project in case we are not successful with other alternatives.

The vendors proposed for the Bridge Project were previously approved by the Board to work on the Relocatable Swing Space Project. Both of these vendors have worked with Riverside Community College for the past 15 years. Additionally, given their recent experience with the Swing Space project and the need to proceed quickly on the Bridge Project, we believe it advisable to retain them for this effort. The vendors are:

KCT Consultants, Inc. (engineering services)  
higginson+cartozian architects, inc. (architectural services)

Recommended Action: It is recommended that the Board of Trustees approve the Bridge Project, the associated budget of \$1,162,367, and the use of Measure C funds. It is further recommended that the Board approve the hiring of KCT Consultants, Inc. and higginson+cartozian architects, inc. for the associated engineering and architectural services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Salvatore G. Rotella  
Chancellor

Prepared by: Aan Tan  
Associate Vice Chancellor  
Facilities

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**DISTRICT PORTABLES (11)**  
**- PROJECT BUDGET -**

**Preliminary Plans/Working Drawings**

Inclusive of project management, Information  
Technology Consultants, DSA plan check fees,  
Community College plan check fees, preliminary  
soils testing and CEQA process \$125,167

**Construction**

Inclusive of site development, utilities and  
new construction \$825,000

**Construction Soft Cost**

Test and inspection, construction management,  
contingency and architectural and engineering  
oversight \$212,200

**Group II Equipment**

None \$0

***TOTAL PROJECT COST*** **\$1,162,367**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND DEVELOPMENT

Report No.: V-B-6

Date: March 15, 2005

Subject: Agreement – RCCD Public Safety Initiative Contract –  
Michael G. Dolence and Associates

Background: The Dean, Public Safety Education and Training, is requesting approval for services to be rendered by Dr. Joan A. Wells who will serve as Principal Investigator, on behalf of Riverside Community College District, for a project termed the RCCD Public Safety Initiative. The project to be conducted at the Ben Clark Training Center is designed to shape the public safety curricular offerings of RCCD and the various state and county entities that the center serves. The term of the agreement will be from March 16, 2005 through June 30, 2005, for an amount not to exceed \$34,000.00, plus agreed upon expenses. Funding source: the general fund.

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

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Michael G. Dolence and Associates to assist the District with a project termed the RCCD Public Safety Initiative, for the period of March 16, 2005 through June 30, 2005, for an amount not to exceed \$34,000.00, plus agreed upon expenses, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
Chancellor

Prepared by: Bill Vincent  
Dean, Public Safety Education and Training





## MICHAEL G. DOLENCE AND ASSOCIATES

March 5, 2005

Dr. Bill Vincent  
Dean, Public Safety Education and Training  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, California 92506

### RCCD Public Safety Initiative Contract

Dear Dr. Vincent,

This contract is for services to be rendered by Dr. Joan A. Wells ([jaw@mgdolence.com](mailto:jaw@mgdolence.com)) who will serve as Principle Investigator on behalf of Riverside Community College District for a project termed the **RCCD Public Safety Initiative**. The project to be conducted at the Ben Clark Training Center is designed to shape the public safety curricular offerings of RCCD and the various state and county entities that the center serves.

This project is anticipated to take between 70 and 90 days commencing at the signing of this agreement. This contract will be administered by Maryann M. Dolence ([mmd@mgdolence.com](mailto:mmd@mgdolence.com)) of MGDA should any questions of terms or scope arise.

Hope this helps move this project along. Let me know if you need anything else from us.

Sincerely,

Michael G. Dolence, President

**Exhibit A**  
**RCCD Public Safety Initiative**  
**Scope of Services**  
**March – June 2005**

Working with the Dean, Public Safety Education and Training, the consultant will research and evaluate project relevant RCCD, Ben Clark Training Center and POST materials to assess the feasibility of integrating Ben Clark Training Center learning domains (LDs), educational objectives (EOs) and required instructional activities within the RCCD curriculum architecture.

Activities and resulting deliverables will include the following intended to enhance future program planning efforts:

- a. Articulation analysis to support development of an integrated view of RCCD, Ben Clark Training Center, and POST curricula, educational objectives (EO), and required instructional activities.

*Deliverable: Articulation Analysis Report*

- b. Database development to support sorted views of *educational objectives (EOs) and required instructional activities* into academic discipline clusters. *Deliverable: Database*
- c. Analysis to map current BCTC and RCCD ADJ curricula. *Deliverable: Curriculum Architecture Spreadsheet*
- d. Travel to Sacramento to meet with the POST Quality Assessment Bureau – Course Quality Assessment Unit is anticipated.

**Exhibit B**  
**RCCD Public Safety Initiative**

**GENERAL TERMS AND CONDITIONS AGREEMENT**

**Riverside Community College District (RCCD)**, located in Riverside California and Michael G. Dolence and Associates ("MGDA") agree on this fourth day of March, 2005, that the following terms and conditions will apply to any goods sold and services provided under this agreement ("Agreement") on the **RCCD Public Safety Initiative Project (see Scope of Services Attachment A)**.

---

**1. Fees.** Riverside Community College District agrees to pay to MGDA for consulting services rendered by Michael G. Dolence and/or his Associates the sum of \$34,000, services not to exceed \$34,000 plus agreed upon expenses.

**2. Invoices.** MGDA shall invoice Riverside Community College District for 1/3 of the amount due at signing, 1/3 due at the midpoint of the contract work and 1/3 due at successful completion of the agreement. On the first day of each month, MGDA shall invoice RCCD for the prior month's expenses incurred under this contract.

**3. Payment Terms.** Payment terms are \$11,333 due at signing of the agreement, \$11,333 at the midpoint of the contract work and \$11,334 due at completion of the contract. All payments are net cash due and payable upon receipt of any invoice issued by MGDA under this Agreement. Interest shall accrue on any amounts due and unpaid more than thirty (30) days after the invoice is received at a rate equal to the lesser of 1 1/2% per month, or the highest rate permitted by law. In the event that Riverside Community College District questions the amounts charged on any invoice, it must communicate those questions to MGDA within five (5) business days of Riverside Community College District receipt of such invoice.

**4. Agreement Term.** The term of the agreement shall be from March 1, 2005 through June 30, 2005.

**5. Independent Contractor.** Both RCCD and MGDA agree that MGDA will act as an independent contractor in the performance of its duties under this contract. Accordingly, MGDA will be responsible for payment of

all taxes including, but not limited to, all local, state and federal income and business tax as required by law.

**6. Indemnification.** RCCD and MGDA mutually agree to indemnify and hold each other free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. RCCD also agrees to hold MGDA harmless for claims of liable and slander for information contained in the formal report to the District.



## MICHAEL G. DOLENCE AND ASSOCIATES

---

**Michael G. Dolence and Associates**

**Riverside Community College District**

**By:**

\_\_\_\_\_  
*Authorized Signature*

**By:**

\_\_\_\_\_  
*Authorized Signature*

**Name:**

Maryann M. Dolence  
\_\_\_\_\_  
*Printed*

**Name:**

\_\_\_\_\_  
*Printed*

**Title:**

Executive Vice President  
\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Address:**

848 Decatur Circle  
Claremont, California 91711

**Address:**

4800 Magnolia Avenue  
Riverside, California 92506

**Date:**

March 16, 2005  
\_\_\_\_\_

**Date:**

March 16, 2005  
\_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERSONNEL AND LABOR RELATIONS

Report No.: V-C-1

Date: March 15, 2005

Subject: Resolution No. 21-04/05 – Resolution to Recognize Classified School Employee Week

Background: The third full week in May, May 16-20, 2005, is designated as School Employee Week, pursuant to Article 10, Section 88270 of the California Education Code. The annual Classified School Employee Week has been supported by the Board of Trustees for several years to honor and recognize the contributions the classified school employees make to the educational community.

Recommended Action: It is recommended the Board of Trustees adopt Resolution No. 21-04/05, and designate the week of May 16 through 20, 2005 as Classified School Employee Week.

Salvatore G. Rotella  
Chancellor

Prepared by: Rosella Marilao  
Associate Vice Chancellor, Human Resources

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MORENO VALLEY • NORCO • RIVERSIDE

Resolution No. 21-04/05

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

WHEREAS, May 16-20, 2005 has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature.

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

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

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

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

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

THEREFORE, BE IT RESOLVED that the Board of Trustees officially recognizes the contributions of our classified professionals, proclaims that they enhance the excellence of education in the state of California and in this District, and declares the week of May 16-20, 2005, as Classified School Employee Week in the Riverside Community College District.

Passed and adopted this 15th day of March 2005.

---

---

---

---

---

BOARD OF TRUSTEES OF THE RIVERSIDE  
COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-1

Date: March 15, 2005

Subject: 2005-2006 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 22-04/05

Background: With the exception of fiscal year 2002, the District has participated in the Cash Reserve Program sponsored by the California School Boards Association Finance Corporation every year since 1993. Through the Cash Reserve Program, districts issue a Tax and Revenue Anticipation Note (TRAN). A TRAN is a short-term debt instrument used to cover cash flow shortages or create additional reserves to a district's general fund. In 2004-2005, the program issued over \$750 million in notes for over 300 districts.

The Program's underwriter, Piper Jaffray, sells the notes in the financial marketplace as tax-exempt securities. The notes have a maturity length of one year. The proceeds of the notes are reinvested in high quality taxable investments (AA or AAA rated entities) with a corresponding maturity length. Since both the interest cost and reinvestment rates are guaranteed, the District is not exposed to the market risk of interest rate volatility during the course of the year.

Adoption of the attached resolution does not obligate the District to participate in the Program. The resolution delegates the authority to participate to District staff based on projected cash flow needs determined later in the fiscal year and also describes the parameters of issuance. The resolution establishes the District's maximum borrowing amount at \$10.0 million which is consistent with prior years. Historically, the final amount of TRAN borrowing, based on projected cash flow, has been approximately \$5.0 million.

Recommendation: It is recommended that the Board of Trustees approve Resolution No. 22-04/05 authorizing the borrowing of funds for fiscal year 2005-2006, the issuance and sale of a 2005-2006 Tax and Revenue Anticipation Note, participation in the California School Cash Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note and authorizing the Board's President and Secretary, the District Chancellor and Vice Chancellor, Administration and Finance, to sign the appropriate documents.

Salvatore G. Rotella  
Chancellor

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



DISTRICT RESOLUTION NO. 22-04/05

NAME OF DISTRICT: Riverside Community College District\*

LOCATED IN: County of Riverside

MAXIMUM AMOUNT OF BORROWING: \$10,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2005-2006 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2005-2006 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2006 ("Fiscal Year 2005-2006") by the issuance of its 2005-2006 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District attributable to Fiscal Year 2005-2006;

\* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes;

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to Fiscal Year 2005-2006 and available for the payment of the principal of each Series of Notes and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for Fiscal Year 2005-2006;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to Fiscal Year 2005-2006 can be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

\*\* Unless the context specifically requires otherwise, all references to "Series of Note" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) to each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

WHEREAS, the Program requires the participating Issuers to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (collectively, "Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board;

WHEREAS, the Authority, pursuant to advice of the underwriter designated in the Pricing Confirmation applicable to the Series of Notes, as underwriter for the Program (the "Underwriter"), will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of bonds (each a "Series of Pool Bonds") secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), each Series distinguished by whether or what type(s) of Credit Instrument(s) (as hereinafter defined) secure(s) such Series, by the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool or by other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine;

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned;

WHEREAS, as additional security for the Owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or proceeds of a separate subordinate bond issue (funded from a portion of the principal of some or all of the respective series of notes assigned to such Series of Pool Bonds) issued pursuant to the applicable Indenture for such purpose (the "Contingency Fund") or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued in the case of a letter or letters of credit or a commitment letter or letters by the credit provider or credit providers (collectively, the "Credit Provider") designated in the applicable Indenture, as finally executed, pursuant to a credit agreement or agreements or commitment letter or letters (collectively, the "Credit Agreement") identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance, the Authority and the respective Credit Provider;

WHEREAS, if the Credit Instrument is identified as the Contingency Fund in the Pricing Confirmation applicable to such Series of Notes, the Series of subordinate bonds (the "Series of Contingency Bonds") issued pursuant to the applicable Indenture, as indicated in such Pricing Confirmation, may be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (the "Contingency Credit Instrument") issued by the credit provider or providers (collectively, the "Contingency Credit Provider") providing such Contingency Credit Instrument identified in such Indenture as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (collectively, the "Contingency Credit Agreement") identified in such Indenture as finally executed, such Contingency Credit Agreement being between the Authority and the Contingency Credit Provider;

WHEREAS, if a Series of Contingency Bonds is issued with respect to a Series of Notes, such Series of Notes of the District shall contain a Proceeds/Payment Portion (as defined herein) and may also contain a Contingency Portion (as defined herein), the amount of each such portion to be confirmed by the District at the time of execution of the Pricing Confirmation applicable to such Series of Notes;

WHEREAS, all or portions of the net proceeds of each Series of Notes, may be invested in one or more Permitted Investments (as defined in the Indenture), including under one or more investment agreements with one or more investment providers (if any), which investment agreements and provisions are to be determined in the Pricing Confirmation related to such Series of Notes;

WHEREAS, as part of the Program each participating Issuer approves the Indenture, the alternative forms of Credit Agreements, if any, and the alternative forms of Contingency Credit Agreements, if any, in substantially the forms presented to the Board, with the final form of Indenture, type of Credit Instrument and corresponding Credit Agreement, if any, and type of Contingency Credit Instrument and corresponding Contingency Credit Agreement, if any, to be determined and approved by the Pricing Confirmation related to the Series of Notes issued;

WHEREAS, pursuant to the Program each participating Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, and (b), if applicable, the fees of the Credit Provider or the fees of the Contingency Credit Provider (which may be payable from, among other sources, investment earnings on the Permitted Investments or the applicable Contingency Account (as defined herein) and/or moneys in the account in the Costs of Issuance Fund applicable to such Series of Pool Bonds established and held under the Indenture), and (c), if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds;

WHEREAS, pursuant to the Program, if a Series of Contingency Bonds is issued to secure a Series of Pool Bonds, each participating Issuer whose series of notes is assigned to the Pool securing such Series of Pool Bonds will be responsible for its share of the costs of issuing the applicable Series of Contingency Bonds, all such costs and fees being payable from

the proceeds of the applicable Series of Pool Bonds or the applicable Series of Contingency Bonds or as may otherwise be indicated in the Pricing Confirmation applicable to the Series of Notes issued; and

WHEREAS, pursuant to the Program, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds and related Series of Contingency Bonds, if any, (collectively, the “Bonds”) which will be secured by the Indenture to which such Pool will be assigned;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

All the above recitals are true and correct and this  
Section 1. Recitals. Board  
so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District attributable to Fiscal Year 2005-2006, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 et seq. of the Act, designated generally as the District’s “2005-2006 [Subordinate] Tax and Revenue Anticipation Notes, Series \_\_\_” in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the “Senior Notes”); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the “Subordinate Notes”), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the “Series Principal Amount”) as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without

\*For purposes of this Resolution, such funds shall be referred to as the “capital fund” and “special revenue fund”

\*\*A Series of Notes shall bear the “Subordinate” designation if it is a Series of Subordinate Notes.

option of prior redemption) not more than fifteen (15) months thereafter on a date (or, possibly dates, if containing a Contingency Portion) indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate (or rates if different interest rates apply to the Proceeds/Payment Portion and the Contingency Portion) not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

If the Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument (other than the Contingency Fund) secures the Proceeds/Payment Portion of a Series of Notes in whole or in part and all principal of and interest on the Proceeds/Payment Portion of the Series of Notes is not paid in full at maturity applicable to the Proceeds/Payment Portion or payment of principal of and interest on the Proceeds/Payment Portion of such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or the portion (including the interest component, if applicable) thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture); provided, however, that if the draw on, payment request under or claim on the Credit Instrument is due solely, in the District's case, to a loss on the Permitted Investment applicable to the Proceeds Subaccount (hereinafter defined) attributed to such Series of Notes or the Payment Account (hereinafter defined) attributed to such Series of Notes, the Series of Notes shall not be a Defaulted Note if the Credit Provider has so agreed at the time of issuance of the Credit Instrument.

If the Credit Instrument is the Contingency Fund and a Drawing (as defined in the Indenture) pertaining to the related Series of Notes is not fully reimbursed by the Contingency Interest Payment Date (as defined in the Indenture), the Series of Notes shall become a Defaulted Contingency Note (as defined in the Indenture), and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or portion (including the interest component, if applicable) thereof with respect to which the Contingency Fund applies for which reimbursement on a Drawing has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. If the Credit Instrument is the Contingency Fund and the Trustee is required to draw on, request payment under or make a claim on the Contingency Credit Instrument to pay the related Series of Contingency Bonds due to an investment loss on the Permitted Investment applicable to the Contingency Fund, the Series of Notes shall, unless otherwise agreed by the Contingency Credit Provider at the time of issuance of the Contingency Credit Instrument, become a Defaulted Contingency Note, and the unpaid Contingency Portion (including the interest component, if applicable) thereof with respect to which the Contingency Credit Instrument applies for which reimbursement on such draw,

payment or claim has not been fully made by the Contingency Principal Payment Date shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

If a Series of Notes or the Series of Pool Bonds issued in connection therewith is unsecured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid Proceeds/Payment Portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding three paragraphs, the obligation of the District with respect to such Defaulted Note, Defaulted Contingency Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to Fiscal Year 2005-2006, as provided in Section 8 hereof.

The percentage of a Series of Notes to which a related Credit Instrument, if any, applies (the "Secured Percentage") shall be (i) equal to 100%, if the size of the Credit Instrument is greater than or equal to the aggregate amount of principal of and interest with respect to the Proceeds/Payment Portion of all unpaid series of notes (or unpaid portions thereof) of all Issuers assigned to the same Series of Pool Bonds as the Series of Notes, as of the Pool Interest Payment Date corresponding to the draw or payment request on the Credit Instrument, or the corresponding Contingency Interest Payment Date, whichever comes first, or (ii) equal to the amount of the related Credit Instrument divided by the aggregate amount of unpaid principal of and interest with respect to the Proceeds/Payment Portion of all unpaid series of notes (or portions thereof) of all Issuers assigned to the same Series of Pool Bonds as such Series of Notes, expressed as a percentage, if the size of the Credit Instrument is less than the aggregate amount of unpaid principal of and interest on the Proceeds/Payment Portion of such unpaid series of notes (or unpaid portions thereof) as of the Pool Interest Payment Date corresponding to the draw or payment request on the Credit Instrument, or the corresponding Contingency Interest Payment Date, whichever comes first. The percentage of a Series of Notes to which the related Contingency Credit Instrument, if any, applies (the "Secured Contingency Percentage") shall be equal to the Secured Percentage. To the extent the term "Secured Percentage" as defined in the Indenture as finally executed differs from the foregoing, the definition contained in the Indenture shall be controlling.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Indenture. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof and the exclusion from gross income for federal tax purposes of interest thereon. The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance

of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider or the Contingency Credit Provider (as the case may be) securing the related Series of Pool Bonds or corresponding Series of Contingency Bonds (as applicable) to which such Series of Notes is assigned, its agreement to issue the Credit Instrument or Contingency Credit Instrument (as applicable), securing such Series of Pool Bonds or corresponding Series of Contingency Bonds, as the case may be. If the Credit Instrument relating to a Series of Pool Bonds is a letter or letters of credit or policy or policies of insurance, the issuance of the related Series of Notes shall be subject to the approval of such Credit Provider. If the Credit Instrument relating to a Series of Pool Bonds is the Contingency Fund which is backed by a Contingency Credit Instrument, the issuance of the related Series of Notes shall be subject to the approval of the such Contingency Credit Provider. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes, the decision of the Credit Provider to deliver the Credit Instrument or, if applicable, the approval of the Contingency Credit Provider of the issuance of such Series of Notes and the decision of the Contingency Credit Provider to deliver the Contingency Credit Instrument shall be in the sole discretion of the Credit Provider or Contingency Credit Provider, as applicable, and nothing herein shall be construed to require the Credit Provider or Contingency Credit Provider to issue a Credit Instrument or Contingency Credit Instrument, as applicable, or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2005-2006 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").



(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 et seq. of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Bonds from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). The District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be Senior Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (5) above.

Upon the delivery to the Trustee of the foregoing instruments and satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A if issued by the Board of Supervisors of the County, or (ii) Exhibit B if issued by the District, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the business manager or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Authority, an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Authority for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued. If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of the Authority) to the District on a date within 10 days, or such longer period of time as agreed by the Underwriter of said negotiation of interest rate and purchase price during the period from May 1, 2005 through March 1, 2006 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Purchase Agreement, with

such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes and the Pricing Confirmation applicable to the first Series of Notes shall also be referred to herein in certain contexts as the "Primary Pricing Confirmation". Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Purchase Agreement applicable to such Series of Notes, substantially in the form presented to this meeting, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Purchase Agreement(s) and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds and, if applicable, the Series of Contingency Bonds to the Trustee under the Indenture to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers). The Pricing Confirmation shall indicate whether and what type of Credit Instrument and, if applicable, Contingency Credit Instrument will apply to such Series of Notes.

The form of Indenture, alternative general types and forms of Credit Agreements, if any, and alternative general types and forms of Contingency Credit Agreements, if any, presented to this meeting are hereby acknowledged, and it is acknowledged that the Authority will execute and deliver the Indenture, one or more Supplemental Indentures, one or more Credit Agreements, if applicable, and one or more Contingency Credit Agreements, if applicable, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture, the Supplemental Indenture (if applicable), the Credit Agreement and, if applicable, the Contingency Credit Agreement are to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed. If the Credit Instrument identified in a Pricing Confirmation is the Contingency Fund, it is acknowledged that the Authority is authorized and requested to issue one or more Series of Contingency Bonds pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed. The Authorized Officer is hereby

authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that a Note of a Series shall become a Defaulted Note, the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof or the Proceeds/Payment Portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date applicable to such Proceeds/Payment Portion shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Proceeds/Payment Portion of such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Proceeds/Payment Portion of such Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Contingency Note, the unpaid Proceeds/Payment Portion and/or (if applicable) Contingency Portion (including the interest component, if applicable) thereof or the Proceeds/Payment Portion and/or Contingency Portion (including the interest component, if applicable) to which a Contingency Credit Instrument, if any, applies for which full reimbursement on a Drawing, or drawing, payment or claim has not been made by the applicable Contingency Principal Payment Date, shall be deemed outstanding and shall not be deemed paid until (i) any Contingency Credit Provider providing a Contingency Credit Instrument with respect to the Series of Contingency Bonds to which such Series of Notes is assigned (against the Contingency Fund of which such Drawing, or drawing, payment or claim was made) has been reimbursed for any drawing or payment or claim made under the Contingency Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the Contingency Credit Agreement, and (ii) the holders of such Series of Notes or Series of Pool Bonds and/or Series of Contingency Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured Proceeds/Payment Portion and/or (if applicable) Contingency Portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For the purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds and Series of Contingency Bonds will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Series of Notes is secured in whole or in part by a Credit Instrument or, if applicable, a Contingency Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument or, if applicable, the Series of Contingency Bonds issued in connection with the Series of Notes is secured by a Contingency Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Series of Notes), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal (a) in the case where a Credit Provider is applicable, to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds, and (b) in the case where a Contingency Credit Provider is applicable, to the ratio of the principal amount of the Contingency Portion of and applicable to its Series of Notes over the aggregate principal amounts of the Contingency Portions of and applicable to all series of notes containing Contingency Portions, including, if applicable, the Series of Notes, assigned to the Series of Contingency Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation. Each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds and, if applicable, a corresponding Series of Contingency Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes.

The moneys received from the sale of each Series of Pool Bonds issued in connection with a Series of Notes allocable to the District's share of the costs of issuance (which may include any fees and expenses in connection with the related Credit Instrument (or Contingency Credit Instrument, if any) applicable to such Series of Notes or Series of Pool Bonds and the corresponding Series of Contingency Bonds, if any) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Pool Bonds and held and invested by the Trustee under the Indenture and expended as directed by the Authority or the Underwriter on Costs of Issuance as provided in the Indenture. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Pool Bonds, (net of the District's share of the costs of issuance) is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee

under, the Indenture for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Indenture. In the event a portion of earnings on the Permitted Investment in which the Proceeds Subaccount is invested shall be used to pay the related Credit Provider's or the related Contingency Credit Provider's fees and expenses and/or costs of issuing the related Credit Instrument or the related Contingency Credit Instrument, such funds may be requisitioned by the Authority on behalf of the District. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. The Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount which shall be not less than 50% of the Net Proceeds.

"Net Proceeds" means, as the case may be, the Principal Amount of the Series of Notes if issued in one series, or the Series Principal Amount of each Series of Notes if more than one Series of Notes is issued net of the District's share of the Costs of Issuance attributable to the corresponding Series of Pool Bonds and, if applicable, the corresponding Series of Contingency Bonds to which such Series of Notes is assigned. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Month (as defined hereinafter) designated in the Pricing Confirmation applicable to such Series of Notes, amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date applicable to the related Proceeds/Payment Portion, are equal to the percentages of the principal and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity for the Proceeds/Payment Portion for the corresponding Repayment Month set forth in the Pricing Confirmation applicable to the Series of Notes; provided, however, that on the twentieth day of the next to last Repayment Month designated in each such Pricing Confirmation (or, if only one Repayment Month is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Month designated in such Pricing Confirmation), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Indenture; provided, however, that with respect to the transfer in any such Repayment Month (or month preceding a single Repayment Month), if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity for the Proceeds/Payment Portion, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the twentieth day of such Repayment Month (or month preceding a single Repayment Month).

In the event more than one Series of Notes is issued, the District hereby covenants and agrees, subject to Section 8 hereof, to replenish amounts on deposit in the Proceeds Subaccount attributed to each Series of Notes in the following order of priority: first, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Senior Notes; second, on a pro-

rata basis, the Proceeds Subaccount attributed to each Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, the Proceeds Subaccount attributed to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

For Notes issued in calendar 2005, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2005, will, at the time of the issuance of such Series of the Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of the any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2005, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

For Notes issued in calendar year 2006, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Series of the Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of the any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

Amounts in any Proceeds Subaccount relating to a Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986

(the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The “Proceeds/Payment Portion” of a Note of a Series means a principal amount equal to such Principal Amount of the Series of Notes if the District issues only one Series, or the Series Principal Amount of applicable Series of Notes if the District issues more than one Series of Notes, less the principal amount of the Contingency Portion (defined hereinafter) of such Series of Notes, if any, plus interest accrued thereon at the Note Rate applicable to the Proceeds/Payment Portion of such Series of Notes to the Maturity Date applicable to the Proceeds/Payment Portion of such Series of Notes. The “Contingency Portion” of a Note of a Series means a principal amount which shall be less than or equal to 50% of the Net Proceeds, plus interest accrued thereon at the Note Rate applicable to the Contingency Portion of such Series of Notes to the Maturity Date applicable to the Contingency Portion of such Series of Notes. An amount equal to the principal of the Contingency Portion of each Series of Notes (and, if determined in the Pricing Confirmation applicable to such Series of Notes, net of the District’s portion of Costs of Issuance attributable to the Series of Contingency Bonds to which the Series of Notes is assigned) shall be deposited in a separate account established for the Series of Contingency Bonds to which such Series of Notes is assigned in the Contingency Fund (each a “Contingency Account”), hereby authorized to be created pursuant to, and held and invested by the Trustee under the Indenture and said moneys shall be used for the purposes specified in the Indenture including, but not limited to, payment of principal of and interest on the Series of Contingency Bonds (if any) to which such Series of Notes is assigned. The Pricing Confirmation applicable to such Series of Notes shall set forth the amount of the deposit to the related Contingency Account. Payment of principal of and interest on the Series of Contingency Bonds to which any Series of Notes is assigned and reimbursement to the applicable Contingency Credit Provider, if any, shall be subordinate to payment in full of the principal of and interest on the related Series of Pool Bonds to which such Series of Notes is assigned.

The principal amounts of the Proceeds/Payment Portion and the Contingency Portion of a Series of Notes shall be set forth in the Pricing Confirmation applicable to such Series of Notes and on the face of such Series of Notes. Any Authorized Officer is hereby authorized to approve and confirm the determination of such principal amount of the Proceeds/Payment Portion of a Series of Notes (including, if applicable, the principal amount attributed to cash flow borrowing and the principal amount attributable to construction financing) and the principal amount of the Contingency Portion of a Series of Notes as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

#### Section 8. Source of Payment.

(A) The principal amount of each Series of Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to



Fiscal Year 2005-2006 and which are available for payment thereof. As security for the payment of the principal of and interest on all Series of its Notes, subject to the subordination provisions of Section 7 hereof and this Section 8, the District hereby pledges certain unrestricted revenues (as hereinafter provided) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2005-2006, and the principal of each Series of Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable pro-rata among all such Series of Notes of the District from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act) and subject to the subordination provisions of Section 7 hereof and this Section 8. The Noteholders, Bondholders, Credit Provider(s) (if applicable) and, if applicable, the Contingency Credit Provider(s) shall have a first lien and charge on such unrestricted revenues as hereinafter provided which are received by the District and are attributable to Fiscal Year 2005-2006, subject to the subordination provisions of Section 7 hereof and this Section 8.

In order to effect, in part, the pledge referenced in the preceding two sentences, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of its Notes (each a "Payment Account") by the Trustee under the Indenture, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share of the first amounts received in the months specified in the corresponding Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2005-2006) until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the Proceeds/Payment Portion of the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity of the Proceeds/Payment Portion specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

With respect to each Series of Notes, the number of Repayment Months determined in the related Pricing Confirmation shall not exceed six (6) and the amount of new money required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in such Pricing Confirmation shall not exceed fifty percent (50%) of the principal of and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity

of the Proceeds/Payment Portion (such pledged amounts being hereinafter called the “Pledged Revenues”); provided, however, that the first Repayment Month of any Series of Subordinate Notes shall not occur prior to the last Repayment Month of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; provided further, that if the first Repayment Month of any Series of Subordinate Notes occurs in the same month as the last Repayment Month of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes.

Any Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due with respect to the Proceeds/Payment Portion of each Series of Notes at maturity of the Proceeds/Payment Portion required to be on deposit in the related Payment Account in each Repayment Month, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

In the event that on the tenth Business Day (as defined in the Indenture) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority. The term “unrestricted revenues” shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund and capital fund and/or special revenue fund (if applicable) of the District attributable to Fiscal Year 2005-2006 and which are generally available for the payment of current expenses and other obligations of the District.

In the event a Series of Notes contains a Contingency Portion, the District shall not be obligated to make payments with respect to the principal or interest components of the Contingency Portion except, if not otherwise agreed to by the related Contingency Credit Provider (if any) at the time of issuance of the related Contingency Credit Instrument (if any), in the case where any loss is sustained from the Permitted Investment (as defined in the Indenture), in which the Contingency Account related to such Contingency Portion is invested. In such case, the District hereby pledges and agrees to deposit in such Contingency Account established and held under the Indenture, moneys of the District lawfully available for the payment of principal of such Series of Notes and the interest thereon as and when received, an amount up to an

amount equal to the Contingency Portion of such Series of Notes, to the extent necessary to replenish such Contingency Account for any losses sustained from such Permitted Investment.

Such pledge and agreement shall be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion of such Series of Notes and in the case of (1) a Contingency Portion of a Series of Additional Notes that are Senior Notes, shall also be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion of all other Series of Senior Notes and but shall be on a parity with the pledge and agreement pertaining to the Contingency Portion, if any, of each such Series of Senior Notes, (2) a Contingency Portion of a Series of Additional Notes that are Subordinate Notes (except for any Series of Subordinate Notes described in the following clause (3)), shall be subordinate to the pledge and agreement pertaining to (i) the Proceeds/Payment Portion and the Contingency Portion, if any, of all Series of Senior Notes, and (ii) the Proceeds/Payment Portion of all Series of Subordinate Notes, but shall be on a parity with the pledge and agreement pertaining to the Contingency Portion of each such Series of Subordinate Notes (except for any Series of Subordinate Notes described in the following clause (3)), and (3) a Contingency Portion of a Series of Additional Notes that are Subordinate Notes that have been further subordinated to other previously issued Subordinate Notes in the applicable Pricing Confirmation, shall be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion and the Contingency Portion, if any, of all Series of Senior Notes and all previously issued Series of Subordinate Notes specified in such Pricing Confirmation.

In the event the contingency portions (if any) of any series of notes issued by other Issuers comprising the Series of Contingency Bonds of which a Series of Notes is a part (the "Contingency Pool") are invested in the same Permitted Investment as such Series of Notes, and if any losses sustained from such Permitted Investment are less than the aggregate amount of all the contingency portions of the series of notes of other Issuers containing contingency portions comprising the Contingency Pool, the District's obligation to make any deposit referred to in the preceding sentence shall equal the ratio of the principal component of the Contingency Portion of its Series of Notes over the aggregate principal components of the contingency portions of all series of notes including its Series of Notes, comprising the Contingency Pool.

If, pursuant to the preceding paragraph, the District is required to deposit moneys in the Contingency Account, and such deposit is not made by the Maturity Date applicable to the Proceeds/Payment Portion applicable to such Series of Notes, the Series of Notes shall become a Defaulted Note, and the unpaid Contingency Portion (including the interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. If such deposit is not made by the Maturity Date applicable to the Contingency Portion applicable to such Series of Notes, the Series of Notes shall become a Defaulted Contingency Note and the unpaid Contingency Portion (including interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. The obligation of the District with respect to such Defaulted Note or Defaulted Contingency Note, as the case may be, shall not be a debt or liability of the District prohibited by Article XVI Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any legally available revenues attributable to Fiscal Year 2005-2006 and which constitute unrestricted revenues.

(B) Any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part, (ii) (to the extent provided in the Indenture) the Credit Provider, if any, (iii) if a Series of Contingency Bonds are issued in connection with the Pool of which such Series of Notes is a part and are not secured by a Contingency Credit Instrument, the holders of such Series of Contingency Bonds (to the extent provided in the Indenture), and (iv) if a Series of Contingency Bonds are issued in connection with the Pool of which such Series of Notes is a part and are secured by a Contingency Credit Instrument, the applicable Contingency Credit Provider and the holders of such Series of Contingency Bonds (to the extent provided in the Indenture and the applicable Contingency Credit Agreement). The moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of the Proceeds/Payment Portion of such Series of Notes with interest to maturity of the Proceeds/Payment Portion (in accordance with the requirements for defeasance of the related Series of Bonds as set forth in the Indenture) and, if applicable, (to the extent provided in the Indenture and, if applicable, the corresponding Credit Agreement or, if applicable, the corresponding Contingency Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider or, if applicable, the corresponding Contingency Credit Provider.

(C) On any interest payment date (if different from the Maturity Date applicable to the Proceeds/Payment Portion) and on the Maturity Date applicable to the Proceeds/Payment Portion of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date applicable to the Proceeds/Payment Portion, the principal of and interest with respect to the Proceeds/Payment Portion of such Series of Notes or to reimburse the Credit Provider or Contingency Credit Provider, as applicable, for payments made under or pursuant to the Credit Instrument or Contingency Credit Instrument, as the case may be, subject to the subordination provisions of Section 7 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to the Proceeds/Payment Portion of such Series of Notes in full on an interest payment date and/or the Maturity Date applicable to such Proceeds/Payment Portion, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

(1) with respect to all Series of Senior Notes:

a. first, to pay interest with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

b. second, (if on the Maturity Date applicable to the Proceeds/Payment Portion) to pay principal of the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

c. third, to reimburse each applicable Credit Provider for payment, if any, of interest with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

d. fourth, to reimburse each applicable Credit Provider for payment, if any, of principal with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

e. fifth, to reimburse each applicable Contingency Credit Provider, if any, for payment, if any, of interest with respect to the Contingency Portion of all Series of Senior Notes pro-rata;

f. sixth, to reimburse each applicable Contingency Credit Provider, if any, for payment, if any, of principal with respect to the Contingency Portion of all Series of Senior Notes pro-rata;

g. seventh, to pay pro-rata any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each applicable Credit Provider or Contingency Credit Provider (if any), relating to all Series of Senior Notes, as applicable;

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (g), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (g), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

If Contingency Bonds are issued in connection with any Series of Notes and no Contingency Credit Instrument is applicable, the holders of the applicable Series of Contingency Bonds shall have the same priority of rights to payment as a Contingency Credit Provider would have had relating to such Series of Notes according to the priorities set forth above, as well as any other rights to the extent and as stated in the Indenture. Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Indenture have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Indenture, or, if applicable, the related Credit Agreement(s) or Contingency Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(D) Moneys in the Proceeds Subaccount attributed to each Series of Notes, the Payment Account attributed to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes shall be invested by the Trustee pursuant to the Indenture in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Indenture and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the Underwriter as designee of the Authority as a party authorized to solicit bids on or negotiate the terms of, the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which shall be with a provider or providers rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Pool Bonds (the "Rating Agency") and acceptable to the corresponding Credit Provider or, if applicable, the corresponding Contingency Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Note) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Underwriter, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of the present value of annual payments equal to 5/100th of a percent of the weighted average amount reasonably expected to be invested each year of the term of the investment agreement. Upon the advice of the Underwriter, as confirmed in the applicable Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider and corresponding Credit Instrument or corresponding Contingency Credit Provider and corresponding Contingency Credit Instrument payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. The District's funds in the Proceeds Subaccount attributed to each Series of Notes, the Payment Account attributed to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes shall be accounted for separately and the obligation of the provider or providers of such investment agreement or investment agreements with respect to the District under such investment agreement or investment agreements shall be severable. Unless otherwise and to the extent agreed between the applicable Credit Provider or Contingency Credit Provider and the District, any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes, the Payment Account applicable to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes.

If, as of the first Business Day (as defined in the Indenture) of each month, beginning in the month designated in Section 3.03 of the Indenture, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount

applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of the Proceeds/Payment Portion of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such month (as specified in the Pricing Confirmation applicable to the Series of Note) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the applicable Credit Provider, if any, or the applicable Contingency Credit Provider, if any (and as applicable), a Financial Report and on the tenth Business Day of such month, if applicable, a Deficiency Report in substantially the forms set forth as Exhibits C and D to the Indenture and shall provide such other information as the applicable Credit Provider or the applicable Contingency Credit Provider, if any (and as applicable), shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(E) Any moneys placed in a Contingency Account (if any) shall be for the benefit of and in the following priority: (i) the holders of the related Series of Pool Bonds issued in connection with the Pool to which the related Series of Notes is assigned, (ii) the holders of the related Series of Contingency Bonds issued in connection with the Pool to which such Series of Notes is assigned, and (iii) (to the extent provided in the Indenture and, if applicable, the corresponding Contingency Credit Agreement) the corresponding Contingency Credit Provider. The moneys in the Contingency Account attributable to the Series of Contingency Bonds secured by a Series of Notes shall be applied only for the purposes for which such Contingency Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of the Proceeds/Payment Portion applicable to such Series of Notes or Contingency Portion applicable to such Series of Notes, whichever is later, with interest to maturity of the Proceeds/Payment Portion applicable to such Series of Notes or Contingency Portion applicable to such Series of Notes, whichever is later, (in accordance with the requirements for defeasance of the related Series of Bonds as set forth in the Indenture) and, if applicable, (to the extent provided in the Indenture and the corresponding Contingency Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Contingency Credit Provider.

(F) The moneys in each Contingency Account shall be applied as provided in Articles V and VI of the Indenture and as may otherwise be provided in the Indenture.

(G) Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature

and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chair of the governing board of the District or any other member of such board shall be authorized to execute each such Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Purchase Agreement, this Resolution and Indenture. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Indenture to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of



the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Pool Bonds and, if applicable, any Series of Contingency Bonds (in each case, to which such Series of Notes is assigned), if such Series of Pool Bonds and, if applicable, Series of Contingency Bonds, are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2005-2006 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Purchase Agreement(s), (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes, and (iii) accept its obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s).

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes and accept its obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s).

(C) The issuance of each Series of Notes, the adoption of this Resolution, the acceptance of the District's obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s) and the execution and delivery of the Purchase Agreement(s), and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2005-2006 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2005-2006, (ii) provide to the Trustee, the Credit Provider(s), if any, the Contingency Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions,

modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund and, if applicable, capital fund and/or special revenue fund of the District attributable to Fiscal Year 2005-2006 all of which will be legally available to pay principal of and interest on such Notes.

(G) The County has experienced an ad valorem property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of ad valorem property taxes levied within the District in each of the five fiscal years from Fiscal Year 1998-1999 through Fiscal Year 2003-2004, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2004-2005 and 2005-2006, respectively.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, or the Contingency Credit Provider(s), if any (and as applicable), there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee, the Credit Provider(s), if any, and the Contingency Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report appearing as Exhibits C and D to the Indenture, if appropriate.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Purchase Agreement(s), the Indenture, the Credit Agreement(s), if any, the Contingency Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its

activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Purchase Agreement(s), the Indenture, the Credit Agreement(s), if any, the Contingency Credit Agreement(s), if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or the Contingency Credit Provider(s), if any (and as applicable), or (ii) in any way that would materially adversely affect the interests of any holder of any Series of the Notes or of Pool Bonds or of Contingency Bonds, if any, issued in connection with any Series of the Notes; provided, however that the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement or, if applicable, the corresponding Contingency Credit Agreement, will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(N) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(O) So long as the applicable Credit Provider is not in default under the corresponding Credit Instrument or the applicable Contingency Credit Provider, if any, is not in default under the corresponding Contingency Credit Agreement, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, the applicable Contingency Credit Agreement, if any, and/or the Indenture, as applicable. Prior to the Maturity Date applicable to the Proceeds/Payment Portion of a Series of Notes, moneys in the District's Payment Account attributed to such series of the Note shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the applicable Credit Provider or from the applicable Contingency Credit Provider, if any, that such amounts are due to it by instructing the Trustee to pay such amounts to the applicable

Credit Provider or the applicable Contingency Credit Provider, as appropriate, on the District's behalf by remitting to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate, moneys held by the Trustee for the District and then available for such purpose under the Indenture. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate.

(P) So long as any Series of Pool Bonds or Contingency Bonds issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Indenture.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, and the Contingency Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2005 (the "Fiscal Year 2004-2005") within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will immediately deliver a written notice to the Authority, Underwriter, the Credit Provider(s) (if applicable), the Contingency Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2004-2005 or Fiscal Year 2005-2006 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) To the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2004-2005 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2005-2006.

(S) The District will maintain a positive general fund balance in Fiscal Year 2005-2006.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof. Year 2005-2006.

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s) (if applicable), the Contingency Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Series of Notes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Series of the Notes or any other funds of the District which would cause any Series of the Notes to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of (each) (the) Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of (each) (the) Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof, to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Series of Notes (calculated in accordance with Section 7 hereof), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2005-2006 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture designated as the "2005-2006 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Indenture may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Series of Notes, the Bond Owners, the Credit Provider(s), if any, the Contingency Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account or Contingency Account, as applicable, or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, any Credit Provider, if applicable, or any Contingency Credit Provider, if applicable, unless the Trustee and such Credit Provider or such Contingency Credit Provider, if applicable, shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement(s) (including the Pricing Confirmation(s)) or the Credit Agreement(s) or Contingency Credit Agreement(s) (if and as applicable) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement(s) or the Credit Agreement(s) or Contingency Credit Agreement(s) (if and as applicable) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Bond Owners’ (or Noteholders’) interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee)

of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Bond Owners' or Noteholders' interests;

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Indenture, if applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District or Contingency Account(s) (as appropriate) under the Indenture, an amount equal to (i) all of the principal of the Proceeds/Payment Portions of all Series of Notes and interest thereon to the respective final maturity(ies) of the Proceeds/Payment Portions applicable to all Series of Notes or (ii) all of the principal of the Contingency Portions of all Series of Notes and interest thereon to the respective final maturity(ies) of the Contingency Portions applicable to all Series of Notes, as appropriate, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Indenture concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument (other than the Contingency Fund) or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and, notwithstanding the foregoing, if a Contingency Credit Instrument is applicable, as long as the applicable Contingency Credit Provider has not failed to comply with its payment obligations under the corresponding Contingency Credit Agreement, each such Contingency Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, in each case so long as such action will not materially adversely affect the rights of any Pool Bond Owner (to which the Series of Notes applies) primarily and any Contingency Bond Owner (to which the Series of Notes applies) secondarily, and each Credit Provider's (if any) or each Contingency Credit



Provider's (if any), and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the applicable Credit Provider is not reimbursed on any interest payment date applicable to the Proceeds/Payment Portion of the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on the Proceeds/Payment Portion of such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in Section 5.03 of the Indenture, or if any principal of or interest on the Proceeds/Payment Portion of such Series of Notes remains unpaid after the Maturity Date applicable to the Proceeds/Payment Portion of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

If the Credit Instrument is the Contingency Fund and the principal of and/or interest on the Proceeds/Payment Portion of a Series of Notes is not paid as required by each Pool Interest Payment Date applicable to such Series of Notes or the corresponding Contingency Interest Payment Date applicable to such Series of Notes, whichever is earlier, such Series of Notes shall become a Defaulted Note or a Defaulted Contingency Note, as applicable, and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or the portion thereof with respect to which the related Contingency Account applies for which reimbursement on a Drawing has not been fully made) shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on such Defaulted Note or Defaulted Contingency Note, as the case may be, is paid in full or payment is duly provided for, all subject to Section 8 hereof.

If the Credit Instrument is the Contingency Fund and pursuant to Section 8 hereof the District is required to deposit moneys in the Contingency Account applicable to the Series of Contingency Bonds to which such Series of Notes is assigned and such deposit is not made by each Pool Interest Payment Date applicable to such Series of Notes or the corresponding Contingency Interest Payment Date applicable to such Series of Notes, whichever is earlier, such Series of Notes shall become a Defaulted Note or a Defaulted Contingency Note, as applicable, and the unpaid Contingency Portion (including interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate until the District's obligation on such Defaulted Note or Defaulted Contingency Note, as the case may be, is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable, from the corresponding Payment Account and the corresponding Contingency Account, as applicable, held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account and Contingency Account, as applicable, at the times and in the amounts

specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Indenture as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Indenture, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. Each Series of Notes shall be sold to the Authority in accordance with the terms of the Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(C)(1), (2) and (3) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

If any payment or distribution of any character, whether in cash, securities or other property, shall be received by any party or such party's representative; in contravention of any of the terms of this Section, such payment or distribution or security shall be held in trust for the benefit of, and shall be paid over or delivered and transferred to, the party entitled to such payment or distribution.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes, the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders, the Credit Provider(s) and, if applicable, the Contingency Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, shall have given notice to the District and to the holders of the Series of Senior Notes and the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Purchase Agreement and the Indenture. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and

other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as “Authorized District Representatives” under the Indenture.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to (i) acknowledge the terms of the corresponding Credit Agreement or the corresponding Contingency Credit Agreement, as applicable, and (ii) provide the corresponding Credit Provider or the corresponding Contingency Credit Provider (as applicable), with any and all information relating to the District as such corresponding Credit Provider or corresponding Contingency Credit Provider may reasonably request.

Section 19. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Bonds to which such Series of Notes is assigned, the corresponding Credit Provider(s), if any, and the corresponding Contingency Credit Provider(s), if any (and as applicable), and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable.

Section 20. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Pool Bonds or Series of Contingency Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 21. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 22. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A  
 FORM OF NOTE

R-1

\$ \_\_\_\_\_

\_\_\_\_\_ DISTRICT/\_\_\_\_\_ BOARD OF EDUCATION

COUNTY OF \_\_\_\_\_, CALIFORNIA

2005-2006 [SUBORDINATE]<sup>\*</sup> TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_

Date of Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE SERIES PRINCIPAL  
 AMOUNT: \_\_\_\_\_ DOLLARS PROCEEDS/PAYMENT PORTION: \_\_\_\_\_ DOLLARS  
 PRINCIPAL AMOUNT OF PROCEEDS/PAYMENT PORTION: \_\_\_\_\_ DOLLARS  
 CONTINGENCY PORTION: \_\_\_\_\_ DOLLARS PRINCIPAL AMOUNT OF CONTINGENCY  
 PORTION: \_\_\_\_\_ DOLLARS

Interest Rate Applicable to Proceeds/Payment Portion		Maturity Date Applicable to Proceeds/Payment Portion		
____%				
Interest Rate Applicable to Contingency Portion		Maturity Date Applicable to Contingency Portion		
____%				
First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	100% (Total of principal and interest due with respect to Proceeds/ Payment Portion of Note at maturity)**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 2005 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the applicable rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in

\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\*Number of Repayment Months and percentages and amount of Proceeds/Payment Portion of Note shall be determined in Pricing Confirmation (as defined in the Resolution) applicable to the Series of Notes.

such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date applicable to the Proceeds/Payment Portion or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) or the Contingency Credit Provider (as defined in the Resolution), if any, is not reimbursed for the amount drawn on or paid pursuant to the Contingency Credit Instrument (as defined in the Resolution) to pay all or a portion of the Proceeds/Payment Portion (including the interest component, if applicable) or the Contingency Portion (including the interest component, if applicable) of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution). If any portion of the Proceeds/Payment Portion or the Contingency Portion is unpaid on the Contingency Interest Payment Date corresponding to this Note (if applicable and as more particularly described and defined in the Resolution) this Note shall become a Defaulted Contingency Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2005-2006 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2005-2006) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, applicable to the Proceeds/Payment Portion, is equal to the corresponding percentages of principal of and interest due with respect to the Proceeds/Payment Portion of the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a

first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set

\*\*\*  
forth in the Resolution. The Contingency Portion of the Note shall be paid from moneys of the District lawfully available therefor after payment of the Proceeds/Payment Portion but only to the extent, and as set forth in, the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

\*\*\* If this Note is a Series of Additional Notes, the following shall be added: Such Pledge shall be [on a parity with/subordinate to] the [parity/senior] pledge of Pledged Revenues and other moneys of the District securing the previously issued Series of Senior Notes, to the extent, and as set forth in, the Resolution.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.

COUNTY OF \_\_\_\_\_

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

(SEAL)

Countersigned

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



CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

BY \_\_\_\_\_  
AUTHORIZED OFFICER

ASSIGNMENT

For Value Received, the undersigned, \_\_\_\_\_,  
hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax  
Identification or Social Security No. \_\_\_\_\_) the within Note and all rights thereunder,  
and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney  
to transfer the within Note on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE:        The signature to this assignment must  
correspond with the name as it appears  
upon the face of the within Note in every  
particular, without alteration or  
enlargement or any change whatever.

Signature Guaranteed:

---

NOTICE:        Signature(s) must be guaranteed by an  
eligible guarantor institution.

EXHIBIT B  
 FORM OF NOTE

R-1

\$ \_\_\_\_\_

\_\_\_\_\_ DISTRICT/\_\_\_\_\_ BOARD OF EDUCATION  
 COUNTY OF \_\_\_\_\_, CALIFORNIA 2005-2006  
 [SUBORDINATE] TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_  
 Date of Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE SERIES PRINCIPAL  
 AMOUNT: \_\_\_\_\_ DOLLARS PROCEEDS/PAYMENT PORTION: \_\_\_\_\_ DOLLARS  
 PRINCIPAL AMOUNT OF PROCEEDS/PAYMENT PORTION: \_\_\_\_\_ DOLLARS  
 CONTINGENCY PORTION: \_\_\_\_\_ DOLLARS PRINCIPAL AMOUNT OF CONTINGENCY  
 PORTION: \_\_\_\_\_ DOLLARS

Interest Rate Applicable to Proceeds/Payment Portion		Maturity Date Applicable to Proceeds/Payment Portion		
____%				
Interest Rate Applicable to Contingency Portion		Maturity Date Applicable to Contingency Portion		
____%				
First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	100% (Total of principal and interest due with respect to Proceeds/ Payment Portion of Note at maturity)**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 2005 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the applicable rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in

\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\* Number of Repayment Months and percentages and amount of Proceeds/Payment Portion of Note shall be determined in Pricing Confirmation (as defined in the Resolution) applicable to the Series of Notes.

such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date applicable to the Proceeds/Payment Portion or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) or the Contingency Credit Provider (as defined in the Resolution), if any, is not reimbursed for the amount drawn on or paid pursuant to the Contingency Credit Instrument (as defined in the Resolution) to pay all or a portion of the Proceeds/Payment Portion (including the interest component, if applicable) or the Contingency Portion (including the interest component, if applicable) of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution). If any portion of the Proceeds/Payment Portion or the Contingency Portion is unpaid on the Contingency Interest Payment Date corresponding to this Note (if applicable and as more particularly described and defined in the Resolution) this Note shall become a Defaulted Contingency Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2005-2006 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2005-2006) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date applicable to the Proceeds/Payment Portion, is equal to the corresponding percentages of principal of and interest due with respect to the Proceeds/Payment Portion of the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a

first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set

\*\*\*  
forth in the Resolution. The Contingency Portion of the Note shall be paid from moneys of the District lawfully available therefor after payment of the Proceeds/Payment Portion but only to the extent, and as set forth in, the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

\*\*\* If this Note is a Series of Additional Notes, the following shall be added: Such Pledge shall be [on a parity with/subordinate to] the [parity/senior] pledge of Pledged Revenues and other moneys of the District securing the previously issued Series of Senior Notes, to the extent, and as set forth in, the Resolution.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

DISTRICT/ \_\_\_\_\_  
BOARD OF EDUCATION

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

[(SEAL)]

Countersigned

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

BY \_\_\_\_\_  
AUTHORIZED OFFICER

ASSIGNMENT

For Value Received, the undersigned, \_\_\_\_\_, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.



SECRETARY'S CERTIFICATE

I, Kathleen Daley, Secretary of the Governing Board of Riverside Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the District/Board of Education duly and regularly held at the regular meeting place thereof on the \_\_\_ day of \_\_\_\_\_, 2005, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 4800 Magnolia Street, Riverside, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$10,000,000.

Dated: \_\_\_\_\_, 2005

---

Kathleen Daley  
Secretary of the Governing Board  
of the Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No. V-D-2

Date: March 15, 2005

Subject: Change Order No. 1 – Final – Moreno Valley Early Childhood Education Center

Background: On December 16, 2003, the Board of Trustees awarded a contract to douglas e. barnhart, inc. for the construction of the Moreno Valley Early Childhood Education Center, for the contract amount of \$1,983,389. Change Order No. 1 ... which involves some twenty-five items, both additions and deletions ... will increase the project cost by \$13,020, bringing the total to \$1,996,409.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 1 for the Moreno Valley Early Childhood Center for a net increase of \$13,020, bringing the total cost to \$1,996,409, and authorize the Vice Chancellor, Administration and Finance to sign the Change Order.

Salvatore G. Rotella  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: VIII-A

DATE: March 15, 2005

Subject: CCCT Board of Directors Election – 2005

Background: The election of members of the CCCT Board of Directors takes place between March 10-April 25, 2005.

Recommendation: Consideration is requested to re-elect Board President Mark Takano to the CCCT Board of Directors for another two-year term. There are ten two-year vacancies on the board, and a list of those nominated for election to the board is attached for your consideration.

Salvatore G. Rotella  
President

Prepared by: Heidi Wills  
Administrative Assistant,  
Board of Trustees



DATE: February 25, 2005

TO: California Community College Trustees  
California Community College District Chancellors/Superintendents

FROM: Jody Ansell

SUBJECT: CCCT BOARD ELECTION — 2005

---

The election of members of the CCCT board of the League will take place between March 10 and April 25. There are ten two-year vacancies on the board.

Each member community college district board of the League shall have one vote for each of the ten vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The ten candidates who receive the most votes will serve two-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The 19 trustees who have been nominated for election to the board are listed on the attached sheet, in the Secretary of State's random drawing order.

Each community college district chancellor/superintendent will be mailed an official ballot for the election. In addition, chancellors/superintendents will receive copies of the biographic sketch form and statement of candidacy of each of the 19 candidates.

Please remember that: 1) ballots must be signed by the board secretary and board president or vice-president; and 2) no identifying information or signatures on the ballot return envelopes. Official ballots must be signed and returned to the League office, **postmarked no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted on April 29 by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

Attachments:

List of Candidates  
CHANCELLORS/SUPERINTENDENTS ONLY:  
Official Ballot and Return Envelope  
Candidates' Biographic Sketches and Statements

2005 CCCT ELECTION  
CANDIDATES IN RANDOM DRAWING ORDER

1. Mary Anne Rooney, Ventura County CCD
2. \*Georgia L. Mercer, Los Angeles CCD
3. Jeanette Mann, Pasadena Area CCD
4. Bill McMillin, Ohlone CCD
5. Maria Elena Serna, San Joaquin Delta CCD
6. \*Donald L. Singer, San Bernardino CCD
7. \*Tom Clark, Long Beach CCD
8. Brian Conley, Rancho Santiago CCD
9. Chris Constantin, West Valley-Mission CCD
10. Nancy C. Chadwick, Palomar CCD
11. Dennis Henderson, Victor Valley CCD
12. \*Charles Hayden, Jr. Desert CCD
13. \*Walter G. Howald, Coast CCD
14. Kathleen Burke-Kelly, Glendale CCD
15. Rosanne Bader, Mt. San Antonio CCD
16. \*Luis Villegas, Santa Barbara CCD
17. Rich Grosch, San Diego CCD
18. \*Mark Takano, Riverside CCD
19. Fred M. Tovar, San Jose-Evergreen CCD

\* Incumbent



**2005 CCCT BOARD  
OFFICIAL BALLOT**

**Vote for no more than 10 by checking the boxes next to the names**

**NOMINATED CANDIDATES**

*List order based on Secretary of State's 2/22/05 random drawing*

- Mary Anne Rooney, Ventura County CCD
- \*Georgia L. Mercer, Los Angeles CCD
- Jeanette Mann, Pasadena Area CCD
- Bill McMillin, Ohlone CCD
- Maria Elena Serna, San Joaquin Delta CCD
- \*Donald L. Singer, San Bernardino CCD
- \*Tom Clark, Long Beach CCD
- Brian Conley, Rancho Santiago CCD
- Chris Constantin, West Valley-Mission CCD
- Nancy C. Chadwick, Palomar CCD
- Dennis Henderson, Victor Valley CCD
- \*Charles Hayden, Jr. Desert CCD
- \*Walter G. Howald, Coast CCD
- Kathleen Burke-Kelly, Glendale CCD
- Rosanne Bader, Mt. San Antonio CCD
- \*Luis Villegas, Santa Barbara CCD
- Rich Grosch, San Diego CCD
- \*Mark Takano, Riverside CCD
- Fred M. Tovar, San Jose-Evergreen CCD

**WRITE-IN CANDIDATES**

*Type each qualified trustee's name and district on the lines provided below.*

---

---

---

---

---

---

---

---

---

---

---

---

\*Incumbent

**Board Secretary and Board President or Board Vice President must sign below:**

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
President or Vice President of the Board